

**MSDH Request for Quotes-Formal (RFQF) Reverse Auction
RFx #3140002192**

GENERAL CONDITIONS- REVERSE AUCTIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. DEFINITIONS

The use of the word "agency" in any Bid Invitation solicitation or specification shall be intended to mean state agencies only. The words "governing authority" when used shall be intended as meaning city, county or other local entities.

2. PREPARATION OF BIDS

- 2.1 Responding suppliers must provide a Quote with the initial response. Quotes are utilized by the Purchasing Agent to determine market pricing and set the auction parameters (e.g., start price). Bids and/or Quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC), or in person to the Mississippi State Department of Health, Office of Purchasing ("MSDH" or "the State"). Paper bids are allowed. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.
- 2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.
- 2.3 If a bidder is unwilling or unable to participate through MAGIC, an MSDH representative can enter the Vendor's bid(s) manually (i.e. Surrogate bidding).
- 2.4 Bidders participating in person by surrogate bidding must so indicate in their response to the initial Request for Quote-Formal (RFQF).
- 2.5 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 2.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 2.8 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MSDH will not satisfy this provision.
- 2.9 Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.

2.10 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

3. BID SUBMISSION

3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

3.2 Bids and modifications or corrections received after the closing time specified will not be considered.

3.3 When submitting the response to the RFQF in MAGIC, bidder must ensure all questions have been answered within the RFQF and all proposed items in bid have a response.

3.4 Bidders submitting paper responses should submit responses to the MSDH by the response deadline.

4. ACCEPTANCE OF BIDS

MSDH reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The State reserves the right to modify or cancel in whole or in part its Invitation for Bids.

If a bidder fails to state the time within which a submitted response will expire, it is understood and agreed that the MSDH shall have 60 days to accept.

5. ERROR IN BID

If a vendor is participating in a Live Auction, the vendor can notify MSDH in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to MSDH, may be deleted during the live auction.

6. SPECIAL DISCOUNT PERIOD

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

7. AWARD

7.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the State reserves the right to determine the low bidder either on the basis of the individual item(s) or on the basis of all items included in its Invitation for Bids, or as expressly provided in the State's Invitation for Bids.

7.2 Unless the bidder specified otherwise in the bid, the State may accept any item or group of items of any kind.

7.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State.

8. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

9. TAXES

The State is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of the State are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the State for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

- 10.1 Acceptance of gifts from bidders is prohibited. No officer or employee of the MSDH, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- 10.2 Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

11. BID INFORMATION

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

12. PRECEDENCE

Bids shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

13. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as

the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

14. WAIVER

MSDH reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

15. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

16. SUBSTITUTIONS DURING CONTRACT

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MSDH and the substitutions are deemed to be in the best interest of the State.

17. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by MSDH and all purchases made by MSDH for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the state Office of Purchasing, Travel and Fleet Management.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

18. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time

to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

19. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the live auction or bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MSDH. The MSDH reserves the right to specify a time frame in which clarification request shall be made.

21. Omitted

22. PRE-QUALIFICATION PROCESS

- 22.1 The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MSDH will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the MSDH will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- 22.2 The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. Minimum due date for responses to the RFQF will be on the 8th working day after the last day of advertisement.
- 22.3 Responses to the RFQF will be reviewed by the MSDH for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- 22.4 The MSDH will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.
- 22.5 Once qualified, the MSDH will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.
- 22.6 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

23. FIRM BID PRICE

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

24. CONTRACT EXTENSION

- 24.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MSDH.
- 24.2 The MSDH reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

25. SUSPENSION AND DEBARMENT

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

26. ASSIGNMENT

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MSDH.

27. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

28. LIVE AUCTION

- 28.1 Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MSDH can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MSDH.

- 28.2 The Auction time may be extended at the discretion of the MSDH. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MSDH or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- 28.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MSDH has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MSDH, not other bidders.
- 28.4 Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.
- 28.5 Bidders/Suppliers should be advised that no award will automatically result from a reverse auction, and that the MSDH will review the results of the auction and make a determination in a timely manner.

29. FORCE MAJEURE

If the MSDH is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The MSDH shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the MSDH as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MSDH prior to the new date and time of the live auction or bid opening.

MSDH Request for Quotes-Formal (RFQF) Reverse Auction

RFx# 3140002192

INSTRUCTIONS AND SPECIAL CONDITIONS

The Mississippi State Department of Health plans to purchase the following and invites your quote/participation: Bread for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

The Purpose of this RFQF is to advertise this competitive procurement for solicitation of formal quotes from potential bidders to participate in a Reverse Auction.

The initial response to the RFQF shall include a proposed product, including specifications and/or sample, for the MSDH to evaluate and determine responsiveness to requirements/specifications. Once a supplier's/bidder's product is determined to be responsive, the supplier/bidder may participate in the reverse auction.

Responding suppliers/bidders must provide a quote with the initial response. Quotes are utilized by the purchasing agent to determine market pricing and set the auction parameters (e.g., Start Price).

Valid quotes will be accepted until 3:00 PM, CST/DST, Monday, April 20, 2020.

Qualified bidders will be notified approx. 7 working days prior to the auction via email if selected to participate. Once notification has been received, bidders should logon to MAGIC to validate technical requirements prior to the Live Auction.

The anticipated time for this reverse auction, for this procurement, is scheduled to be held on Thursday, April 30, 2020, beginning at 11:00 AM CST/DST and end at 11:30 AM CST/DST. All bids must be entered into the eProcurement system during the allotted timeframe to be considered however, the MSDH reserves the right to extend the auction date if necessary to complete prequalifications. In addition, no vendor/supplier may be prohibited from participating in the reverse auction in person by paper through surrogate bidding.

Suppliers should be advised that no award will automatically result from a reverse auction, and that the MSDH will review the results of the auction and make a determination in a timely manner.

Vendors/bidders must be registered in MAGIC in order to receive a User ID and Password to log in. Vendors who are new to MAGIC may visit the Vendor information page on State of MS, Department of Finance and Administration's web site, or register online, Vendor Registration.

To Log into MAGIC, open the following URL: <https://portal.magic.ms.gov/irj/portal>. Enter User ID and Password. The password is case sensitive.

Vendors/bidders are responsible for ensuring Technical Requirements are met for participating in the reverse auction, etc. Technical Requirements are listed below:

Technical Requirements

Bidders are responsible for ensuring technical requirements are met.

Acceptable Internet Browser(s)

- Microsoft Internet Explorer (IE) version 11
- Microsoft Edge
- Google Chrome versions 49 and above

Unsupported Internet Browser(s)

- Microsoft Internet Explorer (IE) version 10 or below
- Safari
- Firefox

Note: Pop-up blocker must be turned off.



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**REQUEST FOR QUOTES-FORMAL (RFQF)
REVERSE AUCTION
RFx #3140002192**

The Mississippi State Department of Health will purchase food and services for the Women, Infants and Children Special Supplemental Nutrition Program (WIC), and invites your participation in accordance with the terms and conditions of this RFQF Reverse Auction. Once award of the bid has been made, the terms and conditions as set forth in this RFQF Reverse Auction shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this request and any assurances made by the successful bidder in satisfaction of this request shall become a part of the agreement between the Mississippi State Department of Health and the successful bidder. The Mississippi State Department of Health shall have the right to rely upon the documents and assurances submitted by the successful bidder.

This RFQF Reverse Auction is an **all-item/all location** bid for the period of July 1, 2020 to **June 30, 2021. This is a request for a TWELVE (12) MONTH BID.** The agency reserves the right to extend the bid/contract for a period of up to twelve months with the concurrence of the vendor. The awarded bid price must include not only the food items indicated, but also storage, supply and distribution of these items. **Each bidder must pickup damaged and stale bread at each delivery.** Therefore, guarantee sale should be included with the bid price. The deliveries will be to locations listed on the attached list. Deliveries must be made on a schedule that is acceptable to the Mississippi State Department of Health. The bid price should include **weekly** inside delivery and stacking in areas specified by the WIC personnel at each location. The vendor must provide stacking of the product in a commercially acceptable manner and shall furnish racks and rollers.

Each bidder will be bound by the following paragraphs of this bid.

Each bidder must sign the enclosed "Certification Concerning Debarment and Suspension," Attachment A.

The successful bidder must abide by the following provisions: **"Use of WIC Service Marks"** Manufacturer acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA. Manufacturer shall not use these service marks in any

manner on its goods or their containers or packaging or on tags or labels affixed thereto. Manufacturer also shall not use the WIC Logo in advertising or other promotional materials (collectively: "advertising").

Manufacturer shall not use the WIC Acronym in advertising in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Manufacturer with the WIC Program, or as to the sponsorship or approval of Manufacturer's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the State agency. Manufacturer shall include the following statement with any use of the WIC Acronym in advertising: "WIC is a registered service mark of the U.S. Department of Agriculture for USDA's Special Supplemental Nutrition Program for Women, Infants and Children."

E-Verify Compliance - Contractor/Seller represent and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and Ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

E-Payments – Payments by the Mississippi State Department of Health shall be made and remittance information provided electronically as directed by the State of Mississippi. These payments shall be deposited into the bank account of the Contractor's choice. The state may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the terms of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Applicable Law – This purchase(s) shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

Payment Terms – MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

Bid terms are welcome, however, they will not be used as criteria for awarding the bid.

Items will be purchased from the RFQF Reverse Auction by the Mississippi State Department of Health in accordance with the terms and conditions set out in this request and the attachments hereto. No bread changes can be made without the expressed written approval of the MSDH.

The packaging of all bread products that become a part of this bid and/or subsequent contract must conform to all applicable requirements of the Nutrition Facts labeling laws. The vendor must also supply nutritional data on each product. All packages of bread products on this bid must be date stamped with the **date baked** and **sell by date** on the wrapper.

The successful bidder will supply, at the bid price, amounts which may vary from 95% to 105% of the quantities set out in the attached bid list. The amounts requested to be supplied to the WIC program by the Mississippi State Department of Health within the 95% to 105% range must be supplied at the bid price.

The Mississippi State Department of Health may purchase and require the delivery of more than 105% of the quantities specified in the request for bid. In the event that the Mississippi State Department of Health orders amounts in excess of 105% of those quantities set out in the attached list, the Mississippi State Department of Health agrees to reimburse the supplier for price increases directly incurred by the supplier during the bid period, but only as any such increase relates to the quantity purchased which exceeds 105% of the quantities set out in the attached list. Documentation of such price increase, including invoices, certifications from manufacturers or suppliers and the like, must be furnished as requested by the Mississippi State Department of Health as a condition precedent to any price increase reimbursement.

All orders for replenishing stock in the various program locations will be issued from the WIC Program Central Office located at 805 South Wheatley Street, Ridgeland, MS 39157.

Over 100,000 program participants depend on the regular, uninterrupted deliveries that are contemplated and are the basis of this request. The stability of the bidder and the ability of the bidder to carry out the terms and conditions of this request is of the utmost importance, therefore the Mississippi State Department of Health will require of the awarded bidder, as a part of this request, documentation of all requirements set out in Attachment B, labeled BIDDERS QUALIFICATIONS, which will be evaluated by the program staff and departmental staff in determining whether the lowest is also the best bidder.

Such information required from the preliminary low bidder along with a performance bond in the amount of **25%** of the bid award made payable to the State of Mississippi, conditioned on the faithful performance of the terms and conditions of this bid shall be furnished to the Mississippi State Department of Health prior to the start of the contract.

Each bidder must be able to provide a minimum of one delivery per week, Monday through Friday or such fewer days as may be acceptable by the Department of Health, to each Food Center location. The Department of Health will provide ordering information to the successful bidder by 5:00 p.m. Central time at least seven days prior to the scheduled delivery (e.g., orders placed by 5:00 p.m. on Monday will be delivered to the applicable Food Centers within the

specific delivery region designated for Thursday delivery). All original orders shall be filled at a monthly average of 99% or above on the scheduled delivery day.

State and Federal law requires that the Mississippi State Department of Health not be liable should federal or state funds not be available to make the purchases. Should federal or state funds be reduced or eliminated, the State of Mississippi, the Mississippi State Department of Health, the WIC Program, its agents, servants and employees would have no obligation to purchase any quantity of goods or services covered by this request for bid. The bidder agrees to hold the above enumerated entities and individuals harmless in that event.

The bidder/prospective vendor must further give assurances in writing that it can provide and deliver quantities of all products as ordered on a schedule agreeable to the Mississippi State Department of Health. The bidder shall deliver to the locations listed on schedule and invoice each location separately. No substitution of goods, nor modification of terms shall be allowed without specific, prior written approval signed by the WIC Program Director. In addition, all terms set out in Attachment C labeled VENDOR REQUIREMENTS must be adhered to. The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MSDH. Any attempt assignment or sale of the contract without said consent shall be void and of no-effect.

The WIC Program reserves the right to inspect the warehouses and equipment of the successful bidder prior to and during the contract, and has the right to refuse any product not meeting the specifications of this bid.

The Mississippi State Department of Health shall, in the event of program changes which may cause the increase or decrease in quantities of items to be purchased, notify the vendor as far in advance as possible to provide time for liquidation and/or the procurement of stock.

MS WIC operates a direct food distribution system. The WIC Food Distribution Centers will be phased out, on a staggered basis, beginning approx.. October, 2020 with final centers closing around March, 2021 as the state rolls out and implements WIC EBT (electronic benefits transfer).

Contract may be canceled for cause for either party with the giving of 30 days written notice of intent to cancel. Cause for the State Department of Health to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; requests for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State Department of Health does not relieve the Contractor of any liability arising out of a default or nonperformance.

Prospective bidders are to contact Jennifer Dotson, Purchasing Director in writing if there are any questions regarding this RFQF Reverse Auction, either by email jennifer.dotson@msdh.ms.gov or by writing to P. O. Box 1700, Jackson, MS 39215-1700. Questions should be received no later than the close of business on Friday, April 3, 2020.

Sealed quotes/responses will be accepted/received until 3:00 PM, CST/DST Monday, April 20, 2020 either hand delivered or by mail to **Mississippi State Department of Health, Purchasing Department, Room 137A, The Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi 39216 or Post Office Box 1700, Jackson, MS 39215-1700.** The quotes/responses

must be received before and be dated and time stamped by the submission deadline. All bids must be properly stamped. No quotes/responses will be accepted after the established submission deadline.

No facsimile (FAX) quotes/responses will be accepted.

Quote/response BID FORM must be signed by a person with authority to bind the bidder, and must accompany your submission. Failure to comply with this provision, any other provision of this RFQF Reverse Auction, or any provision of state or federal law or regulation regarding the submission of bids will cause the bid to be rejected.

In addition, it is requested that bidders also submit a quote/response on-line in the State of Mississippi electronic procurement system, MAGIC, however, it is not mandatory. In order to submit quotes/responses bidders must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Technical assistance may be found at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>. If a bidder submits both a paper quote/response and an on-line quote/response, the paper quote/response will take precedence if there is a discrepancy between the two.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, Riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

The Mississippi State Department of Health reserves the right to waive minor informalities, which are matters of form rather than substance, or insignificant mistakes or to allow the bidder to correct them if other bidders are not prejudiced.

Award will be made only after approval by the Public Procurement Review Board of the Department of Finance and Administration, Office of the Governor.

The bid will be awarded to the lowest and best responder/participant of this RFQF Reverse Auction as determined by the agency. The awardee will perform the terms and conditions of the bid and any contract awarded hereunder. No assignment of subcontracting of the award or any contract awarded there under shall be allowed without prior written approval of the State Health Officer.

The bid will be funded from the USDA Food Grant which is approximately \$75 million.

PLEASE MARK YOUR ENVELOPES EXTERNALLY:

RFx #3140002192 Submission Deadline: 3:00 PM, CST/DST, April 20, 2020

Bread/Product Specifications:

Standards for a 1 pound loaf of whole wheat bread/whole grain bread/other whole unprocessed grains for WIC participants:

- Must conform to FDA standard of identity
- Whole wheat must be the primary ingredient by weight in all whole wheat bread products
- Whole grain must meet labeling requirements for making a health claim as a “whole grain food with moderate fat content”
- Contain a minimum of 51% whole grains (using dietary fiber as the indicator)
- Meet the regulatory definition for “low saturated fat” (≤ 1 g saturated fat per RACC) and low cholesterol (≤ 20 mg cholesterol per RACC)
- Bear quantitative trans fat labeling
- Contain ≤ 6.5 g total fat per RACC and ≤ 0.5 g trans fat per RACC
- Whole grain must be the primary ingredient by weight in all whole grain bread products

RFx 3140002192

BID FORM

List your company's BREAD to be considered for this **12** month bid period.

Samples of ALL bread to be considered for this bid MUST be received by the MSDH-WIC Program, Atrium Building, 805 South Wheatley Street, Ridgeland, MS 39157 Attn: Gwen Ducksworth at least three (3) working days prior to the established deadline for receipt of quotes/responses

Only **one loaf type** will be chosen for this bid period.

Size 16 oz ~ 1 lb	Description	Quantities (# of loaves)	Rack Price	Price Per Loaf
# of loaves per rack <hr/>		1,300,000		

TOTAL

Name of Company

Quoted By

Signature

Email

Telephone

By signing this Bid Form, the company representative certifies that he/she has authority to bind the company and has thoroughly read and understands this RFQF Reverse Auction and the attachments herein and that the company meets all requirements and agrees to all provisions of this solicitation and any issued addenda.

Agency's Name

Certification Concerning Debarment and Suspension

In accordance with Debarment and Suspension Executive Order No. 12549, the Provider and the Department hereby certifies as follows:

- (1) The department as primary participant certifies to the best to its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) The prospective Provider of lower tier participant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Whereas the prospective Provider or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Agency's Executive Director Signature & Date

BIDDERS QUALIFICATIONS

- A. Documents establishing the identity of the bidder/proposed vendor, including a copy of the articles of incorporation, corporate charter, partnership or joint venture agreement, if any exist.
- B. The board of directors, majority shareholders, officers, and/or partners should be identified with particularity, including name, title, address, and telephone number.
- C. An audited financial statement of the entity for the previous two calendar or fiscal years must be included. If a person is the bidder, a personal audited financial statement should be included. If no such statements are available, documents indicating the financial ability of the bidder to successfully carry out the terms and conditions of this request for bids must be submitted. A statement made under oath as to the reason for the unavailability of audited financial statements must be included if such statements are indeed not available.
- D. For foreign entities, certificate of authority to do business in the State of Mississippi and designation of agent for service of process as filed with the Secretary of State and registration with the Mississippi State Tax Commission.
- E. Copy of Mississippi privilege tax license.
- F. A sworn statement properly notarized to Department of Health officials setting out in detail the number of employees with job classifications and a complete description of warehouse space, trucks, other equipment and distribution plans to be utilized in carrying out the contract.

Prior to approval and award of bid the bidder's warehouse and trucks will be inspected by Department of Health officials. The warehouse shall:

- 1. Be clean;
- 2. Free of insects and rodents;
- 3. Have adequate space and facilities for storing necessary stock levels;
- 4. The bidder shall have trucks adequate for delivering food products in good condition and in a timely manner
- 5. Contractors' facilities may be routinely inspected by Department of Health officials. Facilities and operating practices must be continuously in compliance with Title 7 of the Code of Federal Regulations, Part 250, the United States Food, Drug, and Cosmetic Act and State and local laws and regulations.

A successful bidder must have a proven record of reliable service, particularly with respect to delivering all items on a regularly scheduled basis.

VENDOR REQUIREMENTS:

All bread must be FRESH
Previously frozen products will NOT be accepted.

Deliveries:

Weekly deliveries **MUST** be made to each site if orders are submitted
4-5 days per week (*Monday-Friday*)
Deliveries made between the hours of 8am-Noon and 1pm-4pm
Successful bidders must accept orders 7 days prior to delivery
A separate invoice (**8.5x11**) **must** accompany each delivery.

Trucks equipped with:

Proper equipment to unload bread
Proper equipment to administer the accurate invoice documentation of deliveries

Reports:

of loaves per Racks
of Racks per Rollers
Quarterly Usage Report

Stacking:

Racks and Rollers
All empty bread racks must be removed on day of delivery.
Items must be stacked to avoid product damages.

Invoices must contain:

(but not limited to)

ALL invoices must be printed on a full sheet of paper (8.5x11) with driver's signatures at time of delivery for submission of payment

All invoices and statements must be mailed directly to:

- **WIC Program, PO Box 1700, Jackson, MS 39215**

Invoice Number ~ Delivery site address ~ WIC item code

Total cases/racks shipped

Product brand ~ Product description ~ Product case/rack price

Product case/rack size ~ Total cost per item ~ Total Invoice cost

Proper Remittance Address for payment

Dates/Labeling of Products:

All packages of bread products must be date stamped
with a **sell by date**.

All Products must be accurately labeled.

Mechanism to account for:

Credits ~ Charges ~ Returns

Returns/Credits must be applied against the current delivery invoice

A Separate credit invoice **will NOT** be accepted

**All Business – outstanding invoices, payments, ect.,(except ordering) must be conducted
through WIC Central Office,
not with the local Food Centers.**

1	500	Batesville Food Center	554 Highway 51 South	Batesville	MS	38606	6625634549
1	501	Charleston Food Center	305 S. Waverly St.	Charleston	MS	38921	6626473475
1	502	Clarksdale Food Center	521 Medical Drive	Clarksdale	MS	38614	6626273511
1	503	Grenada Food Center	1310 Phillips Drive	Grenada	MS	38901	6622261047
1	504	Hernando Food Center	1939 Oak Tree Cove	Hernando	MS	38632	6624490807
1	505	Marks Food Center	207 Chestnut Street	Marks	MS	38646	6623264855
1	506	Senatobia Food Center	470 Scott St	Senatobia	MS	38658	6625627121
1	507	Southaven Food Center	8791 Northwest Drive	Southaven	MS	38671	6623425534
1	508	Sumner Food Center	109 South Court	Sumner	MS	38957	6623758637
1	509	Tunica Food Center	1925 Old Hwy. 61 North	Tunica	MS	38676	6623633910
2	510	Water Valley Food Center	220 Blackmur	Water Valley	MS	38965	6624732274
2	512	Byhalla Food Center	8478 HWY 178 West	Byhalla	MS	38611	6628384911
2	513	Corinth Food Center	501 PineCrest Road	Corinth	MS	38834	6622879442
2	514	Fulton Food Center	503 Lindsey Street	Fulton	MS	38635	6622525246
2	515	Holly Springs Food Center	680 HWY 4 East	Holly Springs	MS	38852	6624233148
2	516	Iuka Food Center	1250 Bettydale Drive	Iuka	MS	38652	6625344131
2	517	New Albany Food Center	207 Carter Avenue	New Albany	MS	38655	6622342060
2	518	Oxford Food Center	161 CR #401	Oxford	MS	38863	6624896169
2	519	Pontotoc Food Center	340 Legion Lane	Pontotoc	MS	38804	6628444170
2	520	Ripley Food Center	105 Hospital Street	Ripley	MS	39038	6622473534
3	521	Tupelo Food Center	532 Carnation Street	Tupelo	MS	38732	6628438305
3	522	Belzoni Food Center	309 North Hayden Street	Belzoni	MS	38701	6623320726
3	523	Cleveland Food Center	927 Charlie Capps Road	Cleveland	MS	38930	6624532119
3	524	Greenville Food Center	1701 East Union	Greenville	MS	38748	6628275048
3	525	Greenwood Food Center	2600 Browning Rd.	Greenwood	MS	38751	6628875986
3	526	Hollandale Food Center	114 W. Washington, PO Box 215 (mailing)	Hollandale	MS	39090	6622895569
3	527	Indianola Food Center	226 HWY 82 West	Indianola	MS	38756	6626864033
3	528	Kosciusko Food Center	312 N. Wells St.	Kosciusko	MS	39095	6628342140
3	529	Leland Food Center	210 Baker Street	Leland	MS	38947	6623276928
3	530	Lexington Food Center	22269 Depot Street	Lexington	MS	38769	6627593063
3	531	M. Carrellen Food Center	166 Main St. PO Box 82	M. Carrellen	MS	38771	6627562084
3	532	Rosedale Food Center	503 Bruce Street/PO Box 446	Rosedale	MS	38967	6622833694
3	533	Ruleville Food Center	601 East Dr. Milk Dr.	Ruleville	MS	39730	6623698580
4	534	Winona Food Center	108 N. Applegate	Winona	MS	39735	6622856030
4	535	Aberdeen Food Center	109 S. Chestnut St.	Aberdeen	MS	38821	6622568833
4	536	Ackerman Food Center	8900 Highway 15 N.	Ackerman	MS		
4	537	Amory Food Center	403 S. Main St.	Amory	MS		

4	538	Columbus Food Center	7220 HWY 45 North	Columbus	MS	39705	6623287809
4	539	Eupora Food Center	64 Mississippi Street	Eupora	MS	39744	6622588592
4	540	Houston Food Center	202 Industrial Drive	Houston	MS	38851	6624565446
4	541	Louisville Food Center	305 Vance St.	Louisville	MS	39339	6627738571
4	542	Macon Food Center	205 W. Green St.	Macon	MS	39341	6627262466
4	543	Okolona Food Center	400 North Church Street	Okolona	MS	38860	6624473686
4	544	Pittsboro Food Center	107 East Main Street,	Pittsboro	MS	38951	6624122555
4	545	Starkville Food Center	1203 Louisville Street	Starkville	MS	39759	6623240171
4	546	West Point Food Center	1342 North Eshman Avenue	West Point	MS	39773	6624944771
5	547	Hazlehurst Food Center	640 Georgetown St.	Hazlehurst	MS	39083	6018944300
5	548	Jackson (Medical Mall) Food Center	350 W. Woodrow Wilson	Jackson	MS	39203	6019614719
5	549	Jackson (South) Food Center	3276 Lynch Street	Jackson	MS	39209	6019695725
5	550	Mendenhall Food Center	2789 Simpson Hwy 49	Mendenhall	MS	39114	6018471300
5	551	Pearl Food Center	110 Crosspark Drive	Pearl	MS	39208	6019390450
5	552	Raymond Food Center	304 Raymond/Clinton Rd.	Raymond	MS	39154	6018578287
5	553	Rolling Fork Food Center	260 Walnut St.	Rolling Fork	MS	39159	6628734428
6	554	Bay Springs Food Center	809 Walnut Street	Bay Springs	MS	39422	6017644085
6	555	Carthage Food Center	2775 Hwy 15	Carthage	MS	39051	6012673280
6	556	Decatur Food Center	1120 Highway 35 S., Ste. 2	Decatur	MS	39327	6016352129
6	557	Dekalb Food Center	75 WIC Road	Dekalb	MS	39328	6017435537
6	558	Forest Food Center	2047 Highway 35 S.	Forest	MS	39074	6014694507
6	559	Meridian Food Center	3701 8th Street	Meridian	MS	39302	6016935507
6	560	Philadelphia Food Center	107 St. Francis Drive	Philadelphia	MS	39350	6016562202
6	561	Quitman Food Center	133 N. Archusa Ave.	Quitman	MS	39355	6017763085
6	562	Raleigh Food Center	147 Main Street	Raleigh	MS	39153	6017829495
7	563	Brookhaven Food Center	758 Industrial Park Road, N. E,	Brookhaven	MS	39601	6018338880
7	564	Bude Food Center	19 Holly Street South/P O Box 34	Bude	MS	39630	6013842219
7	565	Liberty Food Center	147 W Freedom Dr./PO Box 844	Liberty	MS	39645	6016578400
7	566	Monticello Food Center	1029 Phillips Rd	Monticello	MS	39649	6016842277
7	567	Natchez Food Center	110 1/2 Northgate Road	Natchez	MS	39120	6014452098
7	568	Tylertown Food Center	1508 Beulah Ave.	Tylertown	MS	39667	6018766219
7	569	Woodville Food Center	212 First West St. South	Woodville	MS	39669	6018883580
8	570	Covington County Health Dept.	600 South Arlington	Covington	MS	39428	6017654291
8	571	Collins Food Center	0200 East Street	Collins	MS	39428	6017654097
8	572	Columbia Food Center	1711 Hwy 13N	Columbia	MS	39429	6017364054

8	574	Hattiesburg Food Center	1515 Florida Ave.	Hattiesburg	MS	39401	6015822081
8	575	Laurel Food Center	1222 Hillcrest Drive	Laurel	MS	39440	6014284178
8	576	Leakesville Food Center	809 Main Street	Leakesville	MS	39451	6013942391
8	577	New Augusta Food Center	503 Third Ave.	New Augusta	MS	39462	6019643600
8	578	Prentiss Food Center	675 Columbia Ave.	Prentiss	MS	39474	6017924823
8	579	Purvis Food Center	47 Deep South Lane	Purvis	MS	39475	6017946294
9	580	Waynesboro Food Center	1105 Bradley Street	Waynesboro	MS	39367	6017355447
9	581	Bay St. Louis Food Center	10222 HWY 603	Bay St. Louis	MS	39520	2284671086
9	582	Carriere Food Center	7063 HWY 11	Carriere	MS	39426	6017985635
9	583	D'Iberville Food Center	4046 Suzanne Dr.	D'Iberville	MS	39532	2283965194
9	584	Gulfport Food Center - Courthouse	330 Courthouse Road	Gulfport	MS	39501	2288977630
9	585	Gulfport Food Center - Dedeaux	12451 Dedeaux Road	Gulfport	MS	39503	2285394220
9	586	Lucedale Food Center	10 Suzanne St.	Lucedale	MS	39452	6019476352
9	587	Pascagoula Food Center	4404 Chicot Rd	Pascagoula	MS	39581	2287690130
12	588	Wiggins Food Center	1601 West Central Ave	Wiggins	MS	39577	6019282139
16	589	Ashland Food Center	514 Shiloh Road/PO BOX 146	Ashland	MS	38603	6622243335
16	590	Canton Food Center	1111 West Peace St.	Canton	MS	39046	6018591717
17	591	Utica Food Center	110 North Jerry Clower Blvd, Suite N	Utica	MS	39175	6018859693
19	592	Greater Meridian Food Center	2701 Davis St.	Meridian	MS	39301	6014825630
20	593	Fayette Food Center	268 E. Harrison St.	Fayette	MS	39069	6017863541
20	594	Port Gibson Food Center	2003 Highway 61 North	Port Gibson	MS	39150	6014378793