**RFx 3160003372-WIC Infant Formula Rebate**

**Vendor Questions and Answers**

The MS Procurement Manual can be found at:

<http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/procurement-manual/>

1. Page 3 – Purpose – The bottom of this paragraph states that contract extensions must be signed by August 31, 2022, and August 31, 2023. Is the State requiring 1-year advance signing of contract extensions? Please clarify and adjust the dates if applicable

**Yes. State is requiring one-year advance signing of contract extensions.**

1. Page 3 – Purpose – Please identify the parties to the current “Direct Distribution food contract.”

**UNFI (formerly SuperValu); Sunrise produce; Bimbo bread; Mead Johnson**

1. Page 3 – Purpose – Was the current contract with Mead Johnson extended beyond June 30, 2020? The Invitation to Bid RFx#3160001437 revised on April 3, 2017 states the contract can only be extended through June 30, 2020.

**No.**

1. Page 3 – Purpose – Has pricing for any of the infant formula products currently under contract as a result of IFB RFx#3160001437 been revised during the term of the existing contract?

**No.**

1. Page 3 – Purpose – Under what authority or contract process was the Direct Distribution food contract extended or executed through the June 30, 2021 period?

**Not applicable.**

1. Section I. Purpose – Page 3 – “This is an invitation for bid (IFB) to obtain the lowest net cost per unit, using the lowest national wholesale price for a full truckload, on infant formula provided to Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) participants by the Mississippi State Department of Health (MSDH), WIC Program, hereafter referred to as the MS WIC, through its retail food delivery system for a periodof thirty-six months beginning September1, 2020 through August 31, 2023. The contract may be renewed by mutual consent for up to two (2) one-year terms, not to exceed two years beyond the initial contract period for thirty-six months.”
	1. Should a contract transition occur, please provide details as to how the State will manage the transition:
		1. Will the State please confirm that while the contract starts on September 1, no rebates will be sought until after the first county (Forrest) moves to retail on October 12, 2020?

**Currently, that is our intent. However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

* + 1. Please explain what the End Date on Attachment C - page 36 conveys. Is this the completion of the transition to retail or the date that the food distribution system closes?

**The end date is taken from our eWIC processor’s work plan and is the time frame for which they will be in each area.**

**However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

* + 1. Please confirm until October 12, 2020 no WIC infant formula sales will occur at retail.

**Currently, that is our intent. However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

* + 1. Will participants in Forrest county entering the WIC clinic on September 15, 2020 receive retail benefits for September, October and November?

**No.**

* + 1. Or, will participants in Forrest county continue to receive benefits to be redeemed at State run WIC Food Distribution Centers for any of the months of September, October and November?

**Until September 30, 2020, Forrest county participants will receive 3 months of vouchers to be redeemed at WIC food distribution centers.**

**October 1-11, 2020, Forrest county participants will receive 2 months of vouchers to be redeemed at WIC food distribution centers.**

**However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

* + 1. What will be the “first day to use” date for the food instrument issued to this participant?

**We are unable to predict these dates. They are determined by our SPIRIT system. Benefits are issued on a rolling basis.**

* + 1. Please explain if the State will issue benefits on a rolling basis or follows the calendar month.

**The State will issue benefits on a rolling basis.**

* + 1. Will all WIC participants in Forrest county move to retail at the same time?

**No.**

* + 1. Or, will participants in Forrest/Lauderdale move one-third October, one-third November and one-third December?

**See response to v.**

* + 1. Please provide any additional details regarding the transition process if a different contract brand formula will be issued under the new contract.

**We intend to use what we have in the warehouse until stock is depleted.**

* + 1. How often will participants be required to visit the local clinics or WIC offices?

**MS WIC adheres to 7 CFR** **§246.12(r)(4-5)**

* + 1. Once the test counties of Forrest and Lauderdale are complete, please explain how the other counties will transition.

**Our rollout schedule has not been approved** **by FNS.**

1. “The current Direct Distribution food contract will be in place to end June 30, 2021.”
	1. Will the State please revise the last paragraph to indicate that the current Direct Distribution food contract ends June 30, 2020 and that the State will be issuing a new procurement for a new Direct Distribution food contract to continue through June 30, 2021.

**The statement is:**

**The Direct Distribution food contract will be in place to end June 30, 2021.**

**This statement will not be changed.**

* 1. Please specify when and where the new IFB will be released.

**There will not be a new infant formula bid.**

1. Section II, page 3 - It is imperative for a bidder to understand how the State will conduct its WIC Program and to be able to rely on the State's responses to the questions about the conduct of the WIC Program in submitting a bid. If the awarded contractor manufactures a 19 calorie routine product, please confirm if the State would approve for use formulas that do not currently meet the 20 calorie requirements with the appropriate medical documentation as stated in Federal Regulation 7 CFR 246.

 **MS WIC will adhere to Federal WIC regulations at 246.10(e)(12) and**

 **USDA Policy Memorandum #’s 2014-1 and 1A**

1. Section II. Scope of Bid – Page 3 – Abbott Laboratories Inc. currently produces Similac Advance and Similac Soy Isomil in 20kcal formulations at standard dilution. Abbott also produces several alternate to the primary SKUs that are 19kcal at standard dilution:
	1. Please confirm that the State is aware that the USDA has made a correction to regulations that provides for non-exempt formulas that are less than 20 kcal fl. /oz. to be provided and rebated through the WIC program with a prescriber’s authorization as alternate to the primary contracted infant formulas. Our company produces several non-exempt alternate to the primary contracted formulas that are ~19 kcal/fl. oz. that are widely used and rebated in states where we hold the contract.

**Confirmed.**

MS WIC will adhere to Federal WIC regulations at 246.10(e)(12) and

 USDA Policy Memorandum #’s 2014-1 and 1A

* 1. Should Abbott be the successful bidder on this contract, please confirm that the alternate to the primary infant formulas would be allowable and utilized ahead of non-contract non-exempt formulas produced by other manufacturers.

**Confirmed.**

* 1. Please confirm the State intends to not allow the issuance of non-contract non-exempt formula through the duration of the contract.

**Confirmed.**

1. Page 3 – Scope of Bid – Are there any circumstances under which the State would accept infant formulas that provide less than 20 kilocalories per fluid ounce of formula at standard dilution?

**MS WIC will adhere to Federal WIC regulations at 246.10(e)(12) and**

 **USDA Policy Memorandum #’s 2014-1 and 1A**

1. Page 4, Section A.1. – The citation in this section is incorrect. Please revise Public Law 100-137 to reference Public Law 100-237. Please also correct this reference on page 27, paragraph 10.

**Amended. See Amended RFx 3160003342 3/6/2020**

1. Section II.A.5, page 4 & 5 –
	1. Price increase timing is confidential and proprietary. Please revise this section to allow for notification at the same time as other customers.

**Denied.**

* 1. Please revise the effective date of a price increase or decrease to be the first day of the month after the price increase or decrease takes effect to be consistent with when the price change would be reflected at retail shelves.

**Amended. See Amended RFx 3160003341 3/6/2020.**

* 1. Please confirm that each month’s processed food instruments included in the rebate invoices will be divided according to issued month and that any changes in the rebate per can as a result of a wholesale price change or can resize will be applied at the highest effective rebate amount associated with the appropriate issued month. Preparing rebate invoices in this manner will ensure that retail price adjustments and can resizes which affect the rebate per can applied to the invoice will comply with federal law and more accurately correspond to the retail price per can reimbursed to the vendor by the State. For example, consider a food instrument with a first date to use in July which is processed by the State in August. Please confirm that if a wholesale price change goes into effect August 1, the rebate change associated with the wholesale price change would not be applied to this food instrument with a First Day to Use in the month of July as the retail amount reimbursed to the vendor by the State reflected the wholesale price before the price change went into effect.

**We are unable to confirm. The rebate is applied to each month’s retail vendor transactions based on the month the benefits are redeemed, not based on the issuance date or first date to use.**

1. Section II. Scope of Bid – A. Manufacturers Requirements. 5 Page 4. Will the State confirm that this change to the cent for cent increase/decrease shall take effect on the 1st day of the month following the date of a wholesale price increase/decrease, to avoid penalizing the contractor? Many other WIC contracts have this provision.

**Confirmed. See response to question 12B.**

1. Section II.A.6, page 5 - Please answer the following questions in regards to this section.
	1. Please confirm that the first sentence is not applicable to any exempt infant formulas.

**Confirmed. Pursuant to the second paragraph under Scope of Bid, “Infant formula” is defined as any formula in the manufacturer’s product line that: 1) complies with the Infant Formula Act of 1980 as amended which defines “infant formula” as “a food which purports to be or is represented for special dietary use solely as a food for infants by reason of its simulation of human milk or its suitability as a complete or partial substitute for human milk”; and 2) complies with the definition and requirements for “infant formula” under the Federal Food, Drug, and Cosmetic Act including [Sections 201(z) and 412 of Act, 21 U.S.C. 321(z) and 350a respectively], excluding “exempt infant formulas as defined by the Food and Drug Administration (FDA).**

* 1. Please revise the second sentence to state that the manufacturer must pay a rebate that yields the *same percent discount* rather than the same net cost per ounce.

**Denied.**

* 1. Please revise the fourth sentence to read “…will be calculated using the wholesale *truckload* price…”.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please confirm that the paragraph referred to in the last sentence is paragraph 5 and not paragraph4.

 **Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please confirm that the State would substitute an appropriate alternate brand of the Contractor’s product line prior to issuing a non-contract brand.   If not confirmed, please list all of the reasons why the state will not substitute an appropriate alternate brand of the contracted infant formula prior to issuing a non-contract brand.

In the event that the bidder’s contract brand infant formula is not available in the state of MS for 72 hours or more, MS WIC shall have the right to substitute contract brand infant formulas currently not approved for issuance or non-contract brand formulas, except exempt infant formulas.

MS WIC is unable to confirm as requested by the manufacturer. MS WIC’s decision on a substitution will be determined by the circumstances of the unavailability of the contract brand infant formula and the needs of participants and the MS WIC Program at the time of the unavailability, in order to enable MS WIC to meet its obligations under the federal regulations.

1. Section II. Scope of Bid – A. Manufacturers Requirements. 6 - Page 5. Please include language that specifically excludes exempt infant formula from rebates.

**Amended. See Amended RFX 3160003372 3/6/2020**

1. Section II. Scope of Bid – A. Manufacturers Requirements. 7 - Page 5. “In the event the manufacturer cannot provide the contract brand infant formula in any physical form, a rebate must be paid on a non-contract infant formula that yields the same net cost per ounce as the formula it is replacing.”
	1. Please confirm that in the event of a shortage of supplies, the State will first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer’s product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers.

**In the event that the bidder’s contract brand infant formula is not available in the state of MS for 72 hours or more, MS WIC shall have the right to substitute contract brand infant formulas currently not approved for issuance or non-contract brand formulas, except exempt infant formulas.**

**MS WIC is unable to confirm as requested by the manufacturer. MS WIC’s decision on a substitution will be determined by the circumstances of the unavailability of the contract brand infant formula and the needs of participants and the MS WIC Program at the time of the unavailability, in order to enable MS WIC to meet its obligations under the federal regulations.**

* 1. Also confirm that authorized retailers are responsible for maintaining adequate stock of authorized infant formulas. The manufacturer is responsible for fulfilling orders from retailers through its established distribution network.

**Confirmed.**

1. Section II.A.7, page 5 – Please revise the sentence to state “In the event a manufacturer cannot provide the contract brand infant formula in any physical form, a rebate must be paid on a non-contract infant formula that yields the same *percent discount* as the formula it is replacing.”

Denied.

1. Section II.A.8, page 5 – Please answer the following questions in regards to this section:
	1. Please advise what the retailer minimum stocking requirements will be for infant formula by form and formula type (ex: milk-based powder).

|  |  |  |
| --- | --- | --- |
|  | **Type or Brand** | **Minimum Quantity** |
| **Infant Formula** | 12.4 – 12.5 oz. cans powder standard milk-based formula – WIC approved  | 12 cans |
| 12.4 – 12.9 oz. cans powder soy, reduced lactose, and added rice starch formula –  WIC approved | 9 cans of each |

* 1. Please provide a list of the approximately 350 authorized WIC grocery vendors**.**

**MS WIC is in the process of obtaining authorized WIC grocery vendors. A list of authorized grocery stores will be provided. The goal is 250 authorized grocery stores and 100 authorized pharmacies.**

* 1. Please confirm that this paragraph means that the manufacturer will carry sufficient quantities of the rebate formulas to meet the needs of the approximately 350 authorized WIC grocery vendors to meet MS WIC’s needs 60 days prior to contract implementation on September 1, 2020, following the rollout schedule in Attachment C.
		1. If this is confirmed, please describe how the State will convey to the manufacturer the level of inventory necessary to meet the requirements as each area is rolled out?

**Amended. See Attachment G, Amended RFx 3160003372 3/6/2020.**

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* + 1. Will the State provide the manufacturer/retailers with the inventory quantities of each product that will be necessary in order to meet the rollout schedule in Attachment C?

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please confirm that it will remain the WIC grocery vendor’s responsibility to order the sufficient quantities of rebate formulas from the manufacturer to meet the needs of WIC participants following the rollout schedule in Attachment C.

**Confirmed.**

1. Section II. Scope of Bid – A. Manufacturers Requirements. 8 - Page 5. “The manufacturer shall have a current retail distribution network established in the State of Mississippi and guarantee that sufficient quantities of the rebate formulas will be available to major wholesalers and approximately 350 authorized WIC grocery vendors statewide to meet MS WIC’s needs 60 days prior to contract implementation on September 1, 2020, following the rollout schedule in Attachment C. This is to assure WIC participants can begin redeeming eWIC benefits with the WIC authorized vendors when implementation occurs in their respective county.”
	1. Please provide a list of all the State`s approved vendors.

**The MS WIC Program does not currently have a complete community of authorized vendors, as we currently operate a Direct Distribution system of food delivery. Therefore, a list of authorized vendors is unavailable at this time. We anticipate providing a list by October 1, 2020, once the open application period closes. The goal is for MS WIC to authorize 250 retail grocery stores and 100 pharmacies statewide.**

* 1. Please confirm that the State Agency will notify authorized vendors regarding the results of the infant formula bid and any minimum stocking requirements.

**Results of the infant formula bid and minimum stocking requirements will be made available to all authorized vendors.**

* 1. We request the State Agency to notify the authorized vendors well ahead of the anticipated transition to retail in their county.

**The State Agency does not have authorized vendors at this time. Information related to the dates of transition to eWIC in each county will be made available to retail vendors on the agency website upon approval by FNS.**

* 1. Please explain what the State`s process will be to increase infant formula payments to vendors when the manufacturer takes a price increase.

**The State does not set reimbursement levels. Reimbursement rates are based on maximum allowable reimbursement levels within each vendor’s peer groups. Maximum allowable reimbursement levels are calculated using the average for each peer group plus two standard deviations.**

* 1. Please explain how the State plans to monitor for vendor fraud.

**MS WIC will adhere to USDA requirements on monitoring vendors as stated in 7 CFR §246.12(j).**

* 1. Will the state perform compliance buys for infant formula? If the State is not currently planning to do so, we urge the State to begin.

**Infant formula will be included in compliance buys.**

* 1. Will the State authorize vendors doing more than 50% of their sales via the WIC program**?**

**No, the State will not authorize vendors who expect to derive more than 50% of their income from** **the MSDH WIC Program**.

* 1. Please provide the WIC vendors’ minimum stocking requirements.

|  |  |  |
| --- | --- | --- |
|  | **Type or Brand** | **Minimum Quantity** |
| **Infant Formula** | 12.4 – 12.5 oz. cans powder standard milk-based formula – WIC approved  | 12 cans |
| 12.4 – 12.9 oz. cans powder soy, reduced lactose, and added rice starch formula –  WIC approved | 9 cans of each |
| **Infant fruits and vegetables** | 4 oz. jars with at least 3 varieties of vegetables and 3 varieties of fruits – WIC approved | 48 jars total |
| **Infant Cereal** | 8 oz. box of dry infant cereal without fruit (Rice, Oatmeal, or Barley) –  WIC approved  | 6 boxes |
| **Milk** | Whole milk –  WIC approved | 6 gallons total |
| 1%, or fat free (skim) – WIC approved   | 12 gallons total |
| Dry milk – WIC approved | 3 boxes |
| **Cheese** | 16 oz. cheese (Must carry at least two varieties) – WIC approved   | 8 pounds total |
| **Eggs** | Large white eggs, grade A or AA – WIC approved | 9 dozen total |
| **Cereal** | At least 6 varieties of hot or cold cereal – WIC approvedAt least 12 boxes of cereals carried must be whole grain –  WIC approved | 36 boxes total |
| **Bread** | 16 oz. whole grain bread – WIC approved | 4 loaves |
| Any combination of tortillas or brown rice – WIC approved | 4 packages/bags |
| **Juice** | 64 oz. bottles of juice in at least two flavors –WIC approved | 5 bottles |
| 48 oz. container or 11.5 – 12 oz. conc. or frozen juice in at least two flavors – WIC approved | 8 containers |
| **Peanut Butter** | 16 – 18 oz. jars of peanut butter – WIC approved | 6 jars |
| **Dry beans/peas or canned beans/peas** | 16 oz. package of dry beans/peas in 3 varieties – WIC approved | 6 bags |
| 15 – 16 oz. cans beans/peas in 3 varieties (No Added Flavors) – WIC approved   | 16 cans |
| **Chunk tuna****or****pink salmon**  | 5 oz. cans tuna – WIC approved  | 6 cans |
| 14.75 oz. cans salmon – WIC approved |
| **Fruits and vegetables** | At least 5 varieties of fresh fruits and 5 varieties of fresh vegetables  | $24 dollar retail value |
| At least 5 varieties of canned fruits and 5 varieties of canned vegetables – WIC approved | 24 cans total |
|  |  |  |

1. Section II. Scope of Bid – B. MS WIC Requirements. 6 - Page 6. “MS WIC shall notify all local and private agencies, retailers, and physicians of any change to the rebate brand of formulas and shall monitor for retail compliance.”
	1. Please explain how the State intends to identify and curb fraud and how the State plans to secure the interests of its Contractor.

**MS WIC will adhere to USDA requirements on monitoring vendors as stated in 7 CFR §246.12(j).**

* 1. Please confirm the State will provide vendor redemption data to the Contractor when issues of fraud arise.

**We will provide data as outlined in the contract and required by federal regulations.**

* 1. Please confirm the State will work with the Contractor to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula.

**Not confirmed.**

* 1. Please confirm the State agrees to discuss with the Contractor appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer.

**Not confirmed.**

* 1. Please confirm the State will partner with the Contractor on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula.

**Not confirmed.**

1. Section II.A.10, page 5 – Please revise this statement to Section XI, Contract Provisions**.**

 **Amended. See Amended RFx 3160003372 3/6/2020.**

1. Section II, B.1, page– We understand that the transition from the current direct food distribution system to a retail food delivery system will be very challenging. Please provide a detailed transition plan for how and when this transition will occur. Questions this plan should include:
	1. How will participants be transitioned from the current system to the new system?

**For example, see question 6 a v.**

|  |  |
| --- | --- |
| Table 2. Last Date of Check Redemption |  |
|  | Rollout Start Date | Area(s) # | Participant Last Date for Check Redemption | Dates Participants Receive 2 Months of Food Instruments |
| Pilot 1 | October 12, 2020 | Forrest | December 31, 2020 | October 1- 11, 2020 |
| Pilot 2 | October 26, 2020 | Lauderdale | December 31, 2020 | October 1- 26, 2020 |
| Rollout 1 | January 19, 2021 | 5, 6, 7 | March 31, 2021 | January 1- 18, 2021 |
| Rollout 2 | February 8, 2021 | 1, 2 | April 30, 2021 | Febriary 1- 7, 2021 |
| Rollout 3 | March 1, 2021 | 3, 4 | May 31, 2021 | N/A |
| Rollout 4 | March 22, 2021 | 8, 9 | May 31, 2021 | March 1- 22, 2021 |

**However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

* 1. Will all participants in a county transition at one time or in a staged approach?

**Staged**

* 1. If a participant receives benefits one month prior to the “End Date” in Attachment C for a given county, how will the participant acquire their formula the first month from the current direct food distribution system and the next two months in the retail food delivery system?

**Participants will redeem their vouchers at WIC Food Distribution Centers and then transition to eWIC.**

**The end date is taken from our eWIC processor’s work plan and is the time frame for which they will be in each area.**

* 1. Will the WIC Food Distribution Centers close as of the “End Date” in Attachment C? Will there be no more distribution of benefits from these centers after their “End Date”?

**The end date is taken from our eWIC processor’s work plan and is the time frame for which they will be in each area.**

|  |  |
| --- | --- |
| Table 2. Last Date of Check Redemption |  |
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| Rollout 3 | March 1, 2021 | 3, 4 | May 31, 2021 | N/A |
| Rollout 4 | March 22, 2021 | 8, 9 | May 31, 2021 | March 1- 22, 2021 |

* 1. How will the state determine the appropriate inventory levels for all products for the WIC grocery vendors in the counties converting to EBT according to Attachment C?

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. If there is a change in contractors for the direct distribution and the EBT contracts, please detail how benefits would be issued to clients for each month of issuance and which contract formula would be issued for each month of issuance.

**There will not be a new contract for direct distribution of formula.**

1. Section II, page 3 - It is imperative for a bidder to understand how the State will conduct its WIC Program and to be able to rely on the State's responses to the questions about the conduct of the WIC Program in submitting a bid. If the awarded contractor manufactures a 19 calorie routine product, please confirm if the State would approve for use formulas that do not currently meet the 20 calorie requirements with the appropriate medical documentation as stated in Federal Regulation 7 CFR 246.

**MS WIC will adhere to Federal WIC regulations at 246.10(e)(12) and**

 **USDA Policy Memorandum #’s 2014-1 and 1A**

1. Page 4-5, Section A.5. – We request this provision be amended to apply the rebate price increase on the first day of the month following the effective date of the wholesale price increase. As currently written, the State will be requesting a higher rebate price per unit for products that were purchasedprior to the date of thewholesale price increase. We suggest the State replace “30 day notification period” at the end of this section with “effective date of the price increase.” Please confirm this change will be made.

 **Amended. See Amended RFx 3160003372 3/6/2020.**

1. Page 5, Section A.7. – Would the State agree to first substitute alternate forms (i.e., powder, concentrate, RTF) of the primary contract brand formula to WIC participants or in the alternative, would the State first provide an alternate brand of the manufacturer’s formula to address any situation involving the adequate supply of infant formula to participants, before resorting to the use of a non-contract brand? Please confirm the IFB will be amended to include this request. Please also confirm, consistent with meeting the nutritional needs of Mississippi WIC infants, the State will work with the manufacturer to minimize the issuance of another company’s formula if there is a supply disruption.

**In the event that the bidder’s contract brand infant formula is not available in the state of MS for 72 hours or more, MS WIC shall have the right to substitute contract brand infant formulas currently not approved for issuance or non-contract brand formulas, except exempt infant formulas.**

**MS WIC is unable to confirm as requested by the manufacturer. MS WIC’s decision on a substitution will be determined by the circumstances of the unavailability of the contract brand infant formula and the needs of participants and the MS WIC Program at the time of the unavailability, in order to enable MS WIC to meet its obligations under the federal regulations.**

1. Section II.A.7, page 5 – Please revise the sentence to state “In the event a manufacturer cannot provide the contract brand infant formula in any physical form, a rebate must be paid on a non-contract infant formula that yields the same *percent discount* as the formula it is replacing.

**Denied.**

1. Page 5, Section A.8. -IT is important for potential bidders to understand the retail landscape in Mississippi. Please provide all bidders with a list of the approximately 350 authorized WIC grocery vendors. Please also provide additional information on the mix of the authorized WIC grocery vendors-ie., how many large grocery vendors, supercenters, small vendors, etc.

**The MS WIC Program does not currently have a complete community of authorized vendors, as we currently operate a Direct Distribution system of food delivery. Therefore, a list of authorized vendors is unavailable at this time. We anticipate providing a list by October 1, 2020, once the open application period closes. The goal is for MS WIC to authorize 250 retail grocery stores and 100 pharmacies statewide.**

1. Page 5, Section A.8. – Has the State authorized pharmacies as authorized WIC grocery vendors? Does the State anticipate doing so?

**Pharmacies will be authorized in a separate category**.

1. Page 5, Section A.9. – Please confirm the State will work with the manufacturer to discuss whether a UPC change is necessary if any change in product size or yield does not affect the number of units issued each month.

**The manufacturer shall provide MS WIC advance notification, not less than ninety (90) days, of any changes in labels, unit size, and/or reformulation of infant formula. Due to the impact on an EBT system, products that change both size and yield must change the Universal Product Code (UPC) or the manufacturer must work with MS WIC to reset the authorized WIC vendors’ shelves and wholesalers’ inventory.**

1. Section II.A.10, page 5 – Please revise this statement to Section XI, Contract Provisions

 **Amended. See Amended RFx3160003372 3/6/2020.**

1. Page 5, Section B.1. – Will WIC participants still be able to utilize the Direct Distribution system once the EBT pilot begins in their county? Please provide additional information on any potential overlap of each distribution system once the EBT system begin to be rolled out.

**Yes.**

**For example, see question 6 a v.**

|  |  |
| --- | --- |
| Table 2. Last Date of Check Redemption |  |
|  | Rollout Start Date | Area(s) # | Participant Last Date for Check Redemption | Dates Participants Receive 2 Months of Food Instruments |
| Pilot 1 | October 12, 2020 | Forrest | December 31, 2020 | October 1- 11, 2020 |
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| Rollout 3 | March 1, 2021 | 3, 4 | May 31, 2021 | N/A |
| Rollout 4 | March 22, 2021 | 8, 9 | May 31, 2021 | March 1- 22, 2021 |

**However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.**

1. Section II.B.2, page 6 – Please describe under what circumstances the State would allow non-contact milk or soy based formula.

 **As stated in Section II.B.2, “with appropriate medical documentation”.**

1. Section II. Scope of Bid – B. MS WIC Requirements. 2 - Page 6. “MS WIC will issue infant formula in accordance with §246.10(e)(1) through (e)(3) and (e)(9), of the WIC Program regulations. In addition, the State agency will, if necessary to provide the full nutritional benefit (FNB), use the methodology outlined in §246.10(h) in the WIC Program regulations when issuing infant formula.”
	1. Please explain the State`s policy on accepting returned formula from participants.

**Our FFY 2021 State Plan Policies will prohibit the acceptance of returned formula.**

* 1. Please confirm that if the State reissues formula (in the event of a return), that the contracted manufacturer will not pay rebates exceeding the federal maximum.

**We do not re-issue formula.**

* + 1. Example: Mom is issued 9 cans of Enfamil powder and redeems all 9 cans. Mom returns 7 cans to the clinic and is issued a new benefit for 7 cans of Gentlease powder. Will the State seek rebates on 9 cans or 16 cans?

**The State will only seek rebates up to the max amount of reconstituted fluid ounces allowed in a 30-day benefit cycle**.

* 1. Will the State allow the issuance of infant formulas for religious purposes?

**No.**

* 1. Please provide the State’ s list of authorized infant formulas

**Below is a list of exempt and non-exempt formulas the MS WIC program distributes. Please note this list is subject to change anytime at the State Agency’s discretion.**



1. Page 6, Section B.2. – Under what circumstances will the State issue non-contract, standard (non-exempt) infant formulas? What medical conditions or nutrition issues would necessitate the use of a non-contract, standard (non-exempt) infant formula?

**Statement is complete**.

1. Section II.B.2, page 6 – Please describe under what circumstances the State would allow non-contact milk or soy based formula.

**Denied.**

1. Section II.B.4, page 6 –
	1. Please confirm the State will ensure that records created solely for this contract are subject, upon reasonable advance written notice, to inspection, review, or audit by the contractor’s personnel and that the contractor will have the right to perform on-site audits and financial reviews directly related to the monthly rebate invoices, excluding confidential information. Such records include but are not limited todetailed data files supportingredemptions billed, policy and procedure documents, and interviews with key state personnel. Expenses related to the audits will be the sole responsibility of the contractor.

**Contractor may review or request only records that have direct linkage to monthly billing and which directly support the number of units reported on the rebate invoice. Bidder may request formula issuance data in writing.**

**Contractor may not access information restricted or protected by Federal and/or State law.**

* 1. Please confirm that documents and/or information regarding policies, procedures and operations of each State’s WIC Program and infant formula monthly issuance allotments by brand and can size, infant age category and feeding method will be provided based on the State’s open records law.

**Confirmed**

* 1. Please confirm the State will ensure records will be maintained and made available for contractor review for a minimum of 6 years after termination of the contract.

**Our Agency’s retention policy is to keep them for 5 years after the termination of the contract however, we will comply with any federal requirements regarding retention.**

1. Section II.B.6, page 6
	1. Does the State intend to conduct retailer inventory audits, other than compliance buys, to identify potential discrepancies between a store’s purchasing records and their WIC transactions processed at the retailer’s location and submitted for reimbursement?

**Yes. Compliance investigation techniques include compliance buys and inventory audits.**

* 1. If the State does not intend to conduct retailer inventory audits, please explain all the reasons why they will not be done.

**Not applicable.**

* 1. If a discrepancy is found, what steps will be taken to determine if reimbursement of rebate payment to the infant formula manufacturer is required?

**Information regarding the outcome of monitoring and compliance investigations is confidential and will not be shared with infant formula manufacturers.**

* 1. Will the State request receipts from the retailer to ensure purchase of infant formula from authorized wholesalers?

**During an inventory audit that includes infant formula, receipts will be requested from the retailer and reviewed to ensure infant formula is purchased from an authorized wholesaler.**

* 1. During an inventory audit, will the State validate that the amount of formula purchased from authorized wholesalers is consistent with number of cans of formula submitted for rebate?

**During an inventory audit that includes infant formula, the quantity of selected WIC foods purchased by a vendor from its suppliers during a certain period will be compared with the eWIC redemptions for specifically the designated food item(s).**

* 1. Section II.B.6, page 6 – Please advise when the state will provide a list of contracted grocers/vendors.

**The MS WIC Program does not currently have a complete community of authorized vendors, as we currently operate a Direct Distribution system of food delivery. Therefore, a list of authorized vendors is unavailable at this time. We anticipate providing a list by October 1, 2020, once the open application period closes. The goal is for MS WIC to authorize 250 retail grocery stores and 100 pharmacies statewide.**

1. Page 6, Section B.6. – When will the State notify local and private agencies, retailers, and physicians of any change to the rebate brand of formulas? Will the State also provide a list of these entities to the manufacturer? If the State has developed a schedule for this notification process, we request all bidders be provided with a copy of such schedule.

**Yes. The State will notify local and private agencies, retailers, and physicians of any change to the rebate brand formulas in a reasonable amount of time.**

1. Page 6, Section B.7. – We request the table on page 30 be updated to include the number of infants receiving exempt infant formulas. We consider this data essential to ensuring infant participation numbers are properly reflected in the solicitation documents.

**Denied.**

1. Section II.B.8, page 6 – Does the State intend to authorize vendors doing more than 50% of their sales via the WIC program?

**No.**

1. Page 7, Section B.10. – If the current manufacturer is not awarded the contract under this IFB, will the State be supplying WIC-authorized standard infant formulas from two separate manufacturers for most of 2021? We do not believe a multi-supplier system is consistent with USDA regulations. Has the State received a waiver from USDA to operate such a system? If yes, we request a copy of the authorization provided by USDA/FNS.

**Per 7 CFR 246. 12(b), the State agency may operate up to three types of food delivery systems under its jurisdiction—retail, home delivery, or direct distribution. Each system must be procedurally uniform throughout the jurisdiction of the State agency and must ensure adequate participant access to supplemental foods. When used, food instruments must be uniform within each type of system.**

**In accordance with 7 CFR 246.16a(a)(1), State agencies with home delivery or direct distribution food delivery systems are exempt from the requirement to continuously operate a cost containment system for infant formula.**

**If necessary,** **the State will change the formula distributed through the Food Centers to match the new IFB contract.**

1. Page 7, Section B.10. – Why does the State believe it is necessary to use the existing contract formula for its Direct Distribution system? Is there a specific reason why the State cannot use the new manufacturer’s product for both the existing Direct Distribution system effective September 1, 2020 as well as for the EBT retail rollout?

**The State will change the formula distributed through the Food Centers to match the new IFB contract.**

1. Section III, page 7 – Please confirm a manufacturer will not be billed for rebates for infant formula issued to children. If not confirmed, please provide the monthly average number of children receiving infant formula.

**Not confirmed.**

1. Page 7, Section III. – How many children are currently issued contract infant formula each month?

**An average of 436 from April through September of 2019**

1. Section IV.A.1, page 7
	1. Can you please describe how the invoice sent to the contractor is reconciled with the source documents used to prepare the invoice?

**Take the number of units purchased for each contract brand and type and multiply by the rebate amount. MS WIC will also check to make sure the eWIC processor and SPIRIT system reports match prior to creating the invoice.**

* 1. Please confirm the following:
		1. The Contractor will not be required to pay rebates on quantities of infant formula in excess of the federal monthly maximums.

**Confirmed.**

* + 1. **If** rebates for quantities in excess of the federal monthly maximums are billed and rebated in error, the amounts associated with the over issuance and redemption will be reimbursed to the Contractor upon discovery.

**Confirmed.**

* 1. If any portion of above is not confirmed, please provide a detailed explanation of why such portion was not confirmed.

**Not applicable.**

1. Page 7, Section IV.A.1. – Please confirm the State will only bill the manufacturer for units of infant formula lawfully purchased/redeemed by a participant at an authorized WIC grocery vendor.

**Confirmed.**

1. Section IV.A.2, page 7 –
	1. Monthly data files are necessary in order for the Contractor to validate invoices with accuracy and integrity. Please confirm that the details of all EBT transactions for which rebates are being invoiced through the monthly invoice process are provided each month through an electronic data file including EBT transaction number, pseudo participant ID (nothing that would disclose confidential participant information) , product description, number of cans redeemed, redemption dollar amount, first date to use, redemption date, infant age range at first date to use or infant date of birth, and feeding method (e.g. Fully Formula Fed, Partially Breastfed).

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please confirm the unique identifier (e.g. pseudo Participant ID) would be consistent for the unique participant on each month’s data files ensuring the Contractor would be able to sum up the total number of infant formula cans redeemed by a single participant for the month to ensure that total cans issued did not exceed the federally regulated monthly maximums.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. If no unique EBT transaction number is provided, please detail how the Contractor would be able to verify that issuance units being billed in the current month were not billed in a previous month.

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. Page 7, Section IV.A.2. – Please confirm the redemption data provided each month will also include the number of units of each type, form and brand of infant formula redeemed by participants.

**Confirmed.**

1. Page 8, Section IV.B.1. – Please confirm interest charges will be prorated based on the number of days a payment is late in a given month. For example, if a payment is 15 days late, please confirm the late charge would be the amount due multiplied by the one percent late charge, divided by two. If unable to confirm, please provide additional information, including examples for how the late charge would be calculated based on a typical invoice amount, with a payment made (1) one day late, (2) ten days late, and (3) 30 days late.

**Confirmed.**

1. Section IV. Methodology of Invoice Remittance – B. Payment Procedures. 1 - Page 8. “Upon receipt of MS WIC’s monthly invoice the manufacturer shall pay MS WIC within thirty (30) days by means of an electronic funds transfer. Late payment of monthly invoice amount will result in manufacturer paying interest penalties to MS WIC in the amount of 1% per day of the invoiced amount.”
	1. The 1% daily interest penalty is very steep. Many other contracts will use 1% penalty per month prorated daily.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. If the thirtieth day falls on a Sunday or a banking holiday, please confirm payment made the following business day will not constitute a late payment or a penalty.

**Confirmed.**

* 1. **In order to be a more attractive contract, will the State consider allowing 90 days for invoice payment?**

**No.**

1. Section IV. Methodology of Invoice Remittance – B. Payment Procedures. 2 - Page 8. “The manufacturer shall notify MS WIC of any dispute or error in the rebate invoice within ninety (90) days of receipt by manufacturer. If the manufacturer misses the deadline, any requirement to return funds to the manufacturer as a result of a dispute or over a billing error is waived.”
	1. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier. If not confirmed, please explain why such a time limit is appropriate.

**Not confirmed.**

* 1. Please confirm that this provision only applies to disputes involving mathematical or other obvious errors on the invoice.

**Not confirmed.**

* 1. Please also confirm that this provision applies to the State as well as the Contractor.

**Not confirmed.**

* 1. Also confirm that the contractor is permitted to withhold payment in the event of an overbilling not supported by the agreed upon invoice documentation to substantiate the invoice balance, and the amount in question significantly exceeds the average of the past 3 months of invoices submitted by the State.

**Not confirmed.**

1. Section IV.B.2, page 8 - Please confirm the time limit on disputes does not apply to disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier and instead the time limit begins to run when the fraud or illegal activity is detected.

**Not confirmed.**

1. Page 8, Section IV.B.2. –We have the following questions concerning this section:
	1. Please confirm this 90-day time limit applies only to mathematical or other readily apparent errors on the invoice.

**Not confirmed.**

* 1. Please confirm this 90-day time limit would also apply to the State, such that if the State does not notify the contractor within 90 days of a billing dispute or change related to a specific invoice, the State will have waived any right to request a return of funds.

**Not confirmed.**

* 1. Please confirm this provision does not apply to instances in which fraud has been discovered and/or evidence has been uncovered showing the contractor was erroneously charged for infant formula products that were not actually purchased.

**Not confirmed.**

1. Section V, page 8 – All documents required for bid submission are not listed in this section.
	1. Please provide a checklist of documents that are required for bid submission.

**Confirmed.**

1. **Attachment A-Bid Sheet**
2. **Attachment D-USDA Certification/Disclosure Requirements Related to Lobbying**
3. **Attachment E-Certification Concerning Disbarment and Suspension**
4. **All Items as requested in Section V-Bid Format and Content:**
	1. **Technical Component**
	2. **Cost Component**
5. **Signed/Acknowledged copy of all amendments issued.**
	1. Please confirm that the information provided in A and B on page 9 of this section satisfy the “concise description of the manufacturer’s capabilities”.

**Confirmed.**

* 1. **If** not confirmed, please describe the information required.

**Not applicable.**

* 1. Please confirm if any amendments issued will be required to be signed and/or included as part of an offeror’s proposal.

**Confirmed.**

1. Section V. Bid Format and Content - Page 8. “The bid response shall be submitted in writing and provide a concise description of the manufacturer’s capabilities to satisfy the requirements of this Invitation for Bid. Emphasis shall be on completeness and clarity of content.” Please confirm the “emphasis” will be on the manufacturer providing the state the lowest total monthly net cost as indicated on the price schedule.

**Amended. See Amendment RFx 3160003372 3/6/2020.**

1. Section V. Bid Format and Content - Page 9. “The MSDH reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be in the best interest of the State of Mississippi. It is also within the right of MSDH to reject responses that do not contain all elements and information requested in this IFB.”
	1. Please explain the instances under which a bid will be rejected.

**Bids may be rejected in accordance with 3.112.05 of the MS State Procurement Manual.**

* 1. Explain what is considered an informality.

**Minor informalities are defined in 3.106.12.4 (1) of the MS State Procurement Manual.**

1. Section V.A.1, page 9 – Please confirm that if a manufacturer is a wholly owned subsidiary of a publicly-traded parent corporation and as such does not prepare its own financial statements or reports, that the parent company’s financial reports which include information about the manufacturer and were filed with the SEC would be sufficient to meet all requirements.

**Confirmed.**

* 1. If not confirmed, please list what additional information would need to be submitted to meet the State’s requirements.

**Not applicable.**

* 1. Since hard copy bids are required, please confirm that it would be acceptable for a bidder to submit their financial statements on a CD or USB with their hard copy version to reduce the amount of paper included in the packet.

**Confirmed.**

1. Page 9, Section V.A.1. – Bid Format and Content – Please confirm the annual report of the manufacturer’s parent corporation will be sufficient to comply with this section. We note all of the potential bidders are large multinational corporations with longstanding demonstrated financial stability. Please further confirm this information may be submitted on a CD Rom or USB drive, and does not need to be included with the hardcopy original bid or the copies.

**Confirmed.**

1. **Section V.A.2, page 9 – Please confirm that the brief product description narrative is only required for the products listed on the Bid Sheet.**

Confirmed.

1. Page 9, Section V.A.2. – Bid Format and Content – Please clarify what specific product information is being requested. Does product literature satisfy the requirements of this section? Is there other specific information the State is seeking. Please also confirm the State is only requesting product information for the products being bid – i.e., the primary contract infant formula.

**Product literature would satisfy the requirements of this section. The state is only requesting information for the products being bid.**

1. Page 9, Section V.A.3. – Bid Format and Content – Aside from the information requested in paragraph #4 of this section, what specific information is the State seeking with this provision? The manufacturer will be expected to ensure WIC authorized grocery vendors can order and stock the WIC-authorized infant formulas. Is there additional information the State is seeking with this provision?

Any other information you would like to provide.

1. Section V.B.1, page 9 – Please advise if the bidder's entire price list is required or just the products that are bid.

The entire price list of iron fortified milk-based infant formulas and soy-based infant formulas.

1. Page 9, Section V.B.2. – Bid Format and Content – Please confirm manufacturers are required to write a rebate amount only in the specified places on the Bid Sheet (Attachment A). Please confirm rebate amounts for all products other than the primary contract formula listed on the Bid Sheet, will be calculated using the percentage discount procedures specified in USDA’ regulations and in sections II.A.6. and II.B.5. of the IFB.

**Confirmed.**

1. Section VI.2, page 10 – In the event of a tie, please clarify how the winning bidder will be decided.

**In accordance with State Procurement Manual 3.106.14.2 Award**

***The prime criterion for making an award where tie bids are involved shall be in accordance with* Section 31-7-15(1), Mississippi Code 1972, Annotated; *i.e., that resident vendors shall be given preference over non-resident vendors. Award shall not be made by a coin toss, except as set forth below or by dividing business among identical bidders. In the discretion of the Chief Procurement Officer or the Agency Procurement Officer, award shall be made in any permissible manner that will discourage tie bids. If no permissible method will be effective in discouraging tie bids, and a written determination is made so stating, award may be made by a coin toss. In such case, those bidders involved shall be invited to attend the procedure, and two agency employees shall act as witnesses.***

1. Section VI.2, page 10 –Please clarify the meaning of this statement and confirm if the reference to page 19 of the bid is relevant
	1. If so, how it is relevant.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. If not, please revise the section to reflect the correct page.

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. Section VII.3, page 10, – Please confirm that the signing of the bid certifies that the manufacturer agrees to the conditions set forth in sections IV, VII, XI, and XII of the IFB.
	1. If not confirmed, please provide additional details as to what is required to meet the requirements of this section.

**Confirmed.**

1. Page 10, Section VI.3. – Terms and Conditions – Please confirm submission of the bid satisfies the requirements in this section. If unable to confirm, please specify how bidders should document agreement with these conditions.

**Confirmed.**

1. Section VII.5, page 10 – The provided bid sheet requires that "Rebate amounts must be submitted as a specific dollar and cent amount (extend to three (3) decimal places)…" however the Percent Rebate column does not calculate to three decimals. Please confirm one decimal as provided in the Percent Rebate column is acceptable for bid submission.

**Confirmed.**

* 1. If not confirmed, please revise the bid sheet to reflect three (3) decimal places in this column

**Not applicable.**

1. Page 10, Section VII.6. – Terms and Conditions – Is proof of authority required to be submitted in order to comply with this requirement? If yes, please specify what type of proof of authority is required.

**No.**

1. Page 10, Section VII. – Terms and Conditions – The cancellation clause in this section appear to be a termination for convenience clause. Termination of the contract resulting from this solicitation with such an unreasonably short notice diminishes the attractiveness of this contract, and in our view, is not consistent with principles of good faith for this type of a contract. We therefore urge the State to amend this section by requiring a minimum of 180-days’ written notice to the manufacturer if the State exercises its right to terminate the contract per this provision. We note the State will need at least this amount of time to rebid a new contract.

**Denied. Refer to page 10 of RFx 3160003372**

1. Section VII. Terms and Conditions. 6 - Page 10. “Bid shall be signed by a manufacturer representative with the authority to commit the manufacturer to the bid.” Is a certificate of incumbency to show that the person signing for the company has legal authority to do so sufficient to meet this requirement?

**Yes, but not required.**

1. Section VII. Terms and Conditions. 6 - Page 10. “Any contract resulting from this Invitation for Bid may be canceled by MS WIC giving thirty (30) days advance written notice of intent to cancel. Manufacturers must provide twelve (12) months advance written notice of intent to cancel the contract resulting from this Invitation for Bid.”
	1. Will the State consider changing the cancellation terms to 6 months and make this provision reciprocal (an option for both the State and the Contractor)

**No**

1. Section VII. Terms and Conditions. 6 - Page 11. “All questions will receive a response in writing. All bidders’ questions and the State Agency’s responses will be posted on the State’s transparency website at [www.transparency.mississippi.gov](http://www.transparency.mississippi.gov) for all bidders to review by Friday, February 7, 2020.”
	1. Should there be a discrepancy, please explain the order of precedence between Q&A responses, IFB and the States’ contracts.

**Amended. See Amended RFx 3160003372 3/6/20**

* 1. Please confirm any clarifications/changes made to the IFB will be incorporated into the actual contract documents.

**Amended. See Amended RFx 3160003372 3/6/20**

1. Page 11, Section VII. – Terms and Conditions – We request the State provide a minimum of ten (10) business days from the time the State responds to all bidders’ questions and the due date for submission of bids. The State’s schedule (Section XV) currently provides a minimum of ten business days. Please confirm the State will provide the ten business days as requested if there is any delay in the State’s responses to bidders’ questions.

**Confirmed.**

1. Section VIII, page 11 –
	1. Please describe the method for securing the sealed bids between the bid due time and the bid opening time.

**In accordance with State of Mississippi Procurement Regulations 3.103.11.1**

***Upon its receipt, each bid and modification shall be date-stamped or time/date stamped but not opened and shall be stored in a secure place until the time and date set for bid opening. Electronic bids received will be stored in an electronic lockbox until the time designated for the bid opening.***

* 1. Please confirm that bidders are to submit a hardcopy sealed bid and that the bid will remain sealed until the public opening.

**In accordance with State of Mississippi Procurement Regulations 3.103.11.1**

***Upon its receipt, each bid and modification shall be date-stamped or time/date stamped but not opened and shall be stored in a secure place until the time and date set for bid opening. Electronic bids received will be stored in an electronic lockbox until the time designated for the bid opening.***

1. Page 11, Section VIII. – Is Jennifer Dotson the appropriate person to contact if bidders wish to confirm receipt of their **bid packages?**

**Yes.**

1. Page 11, Section VIII. – Please confirm bidders are not required to submit a bid on-line.

Confirmed. Refer to page 11 of bid packet.

1. Section IX, page 12 –
	1. Please provide a call-in number so bidders can call-in to listen to the public bid opening.

**Denied.**

* 1. Please confirm that manufacturer, product name being bid, unit size, reconstituted ounce per unit, lowest wholesale full truckload price per unit, rebate bid per unit, net cost per unit and percent rebate from page 1 of the bid sheet and total net cost, and total net cost per month from page two will be read aloud for each respective bidder during the public opening.

**Confirmed.**

1. Section VIII. Bid Due Date - Page 11.
	1. Please confirm that bidders may reach out to Jennifer Dotson via email to get a written confirmation of bid receipt?

**Confirmed.**

* 1. If not confirmed, please provide a specific contact (phone number and email address) of the person that can provide written confirmation of bid receipt?

**Not applicable.**

* 1. There is a 2hr gap between the Bids Due and Opening time. We strongly urge the State to make the two deadlines the same. If not changed, please explain why the State needs the bids 2 hours before the opening.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please explain when all bids received by the State will be able to be viewed by all bidders.

**In accordance with the State of Mississippi Procurement Manual 3.106.11.2**

***Bids and Modifications shall be opened publicly, in the presence of two or more individuals, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Agency Procurement Officer, shall be read aloud or otherwise made available. Such information also may be recorded at the time of bid opening; that is, the bids may be tabulated or a bid abstract made. The names of the required witnesses shall also be recorded at the opening. The opened bids shall be available for inspection by participants except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in Subsection 3.106.11.3, Confidential Data. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary. Bids shall be available for inspection at any time subsequent to the awarding of the contract affected by those bids. Inspection shall be in compliance with Section 1.108, Public Access to Procurement Information***

***1.108 Public Access to Procurement Information***

***Procurement information shall be public record to the extent provided in* Section 25-61-1.Mississippi Code of 1972, Annotated.  *in accordance with each state entity’s policies and procedures.***

***The Mississippi State Department of Health Public Records Request can be found at MSDH.MS.GOV***

* 1. Please confirm all bidders will be notified in the event of a protest on this bid.

***In accordance with the State of Mississippi Procurement Manual 3.106.16 Publicizing Awards***

***Written notice of award shall be sent to the successful bidder. Notice of Award shall be made available to the public.***

* 1. Please provide details as to when all bids will be published and available via public records request.

***After approval of the MS Department of Finance and Administration Public Procurement Review Board approves the award at their monthly board meeting on June 3, 2020.***

1. Page 12, Section IX. – we have the following question regarding this section:
	1. Please provide additional details on the information to be read aloud at the public bid opening. Please confirm the State will read aloud the following information contained on page 1 of the Bid Sheet: Product Name Being Bid, the Unit Size, Reconstituted Ounce Per Unit, Lowest Wholesale Full Truckload Price Per Unit, Rebate Bid Per Unit, Net Cost, and Percent Rebate, and on page 2 the corresponding data populated in columns (C), (J), (K), (L), (M), and (N). Please further confirm the State will read aloud the Total Net Cost Per Month.

**In accordance with the State of Mississippi Procurement Manual 3.106.11.2**

***The name of each bidder, the bid price, and such other information as is deemed appropriate by the Agency Procurement Officer, shall be read aloud or otherwise made available.***

* 1. Would the State be willing to provide a call-in number for those bidders unable to attend the bid opening in person?

**Denied.**

1. Section IX. Opening of Bids - Page 12. Please confirm the following will be read aloud at the Public Opening
2. Manufacturer
3. Product Being Bid
4. UPC Code
5. Unit Size
6. Reconstituted Ounce Per Unit
7. Lowest Wholesale Full Truckload Price Per Unit
8. Rebate Bid Per Unit
9. Net Cost
10. Rebate Percent
11. Total Net Cost Per Month

**In accordance with the State of Mississippi Procurement Manual 3.106.11.2**

***The name of each bidder, the bid price, and such other information as is deemed appropriate by the Agency Procurement Officer, shall be read aloud or otherwise made available.***

1. Section X, page 12 - Please confirm all bidders will be notified of the award via email.
	1. If not confirmed, please advise how all bidders will be notified of the award.

***In accordance with the State of Mississippi Procurement Manual 3.106.16 Publicizing Awards***

***Written notice of award shall be sent to the successful bidder. Notice of Award shall be made available to the public.***

1. Page 12, Section X. – Notice of Award – How will the notice of award be communicated to the successful manufacturer and all other bidders? Would the State be willing to send the notice of award via email to all bidders responding to this solicitation?

***In accordance with the State of Mississippi Procurement Manual 3.106.16 Publicizing Awards***

***Written notice of award shall be sent to the successful bidder. Notice of Award shall be made available to the public.***

1. Section X. Notice of Award - Page 12. In the event of a tie, how would the tie breaker occur?

**In accordance with State Procurement Manual 3.106.14.2 Award**

***The prime criterion for making an award where tie bids are involved shall be in accordance with* Section 31-7-15(1), Mississippi Code 1972, Annotated; *i.e., that resident vendors shall be given preference over non-resident vendors. Award shall not be made by a coin toss, except as set forth below or by dividing business among identical bidders. In the discretion of the Chief Procurement Officer or the Agency Procurement Officer, award shall be made in any permissible manner that will discourage tie bids. If no permissible method will be effective in discouraging tie bids, and a written determination is made so stating, award may be made by a coin toss. In such case, those bidders involved shall be invited to attend the procedure, and two agency employees shall act as witnesses.***

1. Section XI, page 12, paragraph 1 – In order for there to be clarity in what terms will be included in the Contract, please confirm that the phrase “any other terms deemed necessary by MSDH” will be deleted from this section.
	1. If not confirmed, please define exactly what terms could be included in the contract based on this language.

**Denied.**

1. Section XI, page 12, paragraph 2 – Please define in what manner the terms and conditions may be “supplemented or revised” before contract execution.

**See Amended RFX 3160003372 3/6/2020**

1. Page 12, Section XI.A. – Contract Provisions – Will a separate contract document be signed following an award of the contract resulting from this IFB. If yes, please provide a copy of the sample contract the winning bidder will be expected to sign and execute.

**No**

1. Page 12, Section XI.B. – Contract Provisions – Please confirm all bidders’ questions and the State’s answers will be incorporated into the contract resulting from this IFB.

**See Amended RFX 3160003372 3/6/20**

1. Section XI.B, page 12 - Please define the type of items that may be negotiated prior to contract execution.

**See Amended RFX 3160003372 3/6/20**

1. Section XI.D, page 13 – Please confirm if the manufacturer is required to submit only the signed page of Attachment D (page 38) or both pages of Attachment D.

**Send both pages.**

1. Page 13, Section XI.D. – Contract Provisions – Where in the bid package should the certifications in Section D be included – in the Technical Component or the Cost Component?

**Neither. MS WIC will provide a list of all documents required for bid submission.**

1. Section XII. General Terms and Conditions for MSDH Contracts. 14. E-Verification - Page 16. Please confirm that no documents or certification statements regarding e-verification are required to be submitted to be considered a responsive bidder.

**Confirmed**

1. Section XII. General Terms and Conditions for MSDH Contracts. 36. Termination for Convenience. A. Termination - Page 23. “The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.” Please strike this language as it conflicts with the cancellation rights provided on page 10 of the IFB.

**Denied. See Language on Page 10.**

1. Section XIII, page 26, Debarment and Suspension – Please confirm that the signature on Attachment E will fulfill the requirement to certify this entire section.

Confirmed. Answered on Page 13 OF RFx, section D “Debarment Clause.”

* 1. If not confirmed, please advise what is required to certify this section.

**Not applicable**.

1. Section XIV, pages 27 & 28 – Please confirm that the signature on the Bid will certify this entire section.

**Confirmed.**

* 1. **If not confirmed, please advise what is required to certify this section.**

Not Applicable

1. Pages 26-28, Section XIV. – Bid and Certification – Does the submission of a bid satisfy the certification requirements listed on these pages? If no, should these certifications be included as a separate Attachment with a signature line for bidders? Please clarify how bidders are expected to comply with this section.

**Confirmed.**

1. Section XIV.13.a, page 28 – Please confirm no summary of insurance policies are required to be submitted with the bid proposal and will only be required of the winning bidder.

**Confirmed.**

* 1. If not confirmed, please provide the insurance requirements that should be included in a bid proposal.

**Not applicable.**

1. Section XV, page 29 – The dates for the WIC Food Centers closing of April – August 2021 do not match the dates in the Proposed EBT Roll-out Schedule in Attachment C on page 36. Please provide details for how the WIC Food Centers will close relative to the EBT roll-out plan.

**Once food distribution is completed, the Food Distribution Centers will have 2 months to close down operations (removing equipment, furniture, etc).**

|  |  |  |
| --- | --- | --- |
| ***Table 2. Last Date of Check Redemption*** |  |  |
|  | Rollout Start Date | Area(s) # | Participant Last Date for Check Redemption | Food Center Closure Date |
| *Pilot 1* | October 12, 2020 | Forrest | December 31, 2020 | February 26, 2021 |
| *Pilot 2* | October 26, 2020 | Lauderdale | December 31, 2020 | February 26, 2021 |
| *Rollout 1* | January 19, 2021 | 5, 6, 7 | March 31, 2021 | May 31, 2021 |
| *Rollout 2* | February 8, 2021 | 1, 2 | April 30, 2021 | June 30, 2021 |
| *Rollout 3* | March 1, 2021 | 3, 4 | May 31, 2021 | July 30, 2021 |
| *Rollout 4* | March 22, 2021 | 8, 9 | May 31, 2021 | July 30, 2021 |

However, our rollout schedule has not been approved by FNS. The rollout schedule is subject to change.

**Amendment to XV. Important Dates.**

**XV.  IMPORTANT DATES**

|  |  |
| --- | --- |
| **Publish Invitation for Bid** | **December 23, 2019** |
| **Deadline for Questions** | **January 17, 2020** |
| **Deadline for Responses from MSDH** | **March 6, 2020** |
| **Deadline for Bids** | **March 26, 2020 at 12:00 p.m. (CT)** |
| **Public Bid Opening** | **March 26, 2020 at 12:00 p.m. (CT)** |
| **Submit request to PPRB for next meeting** | **May 6, 2020** |
| **Present at PPRB for approval** | **June 3, 2020** |
| **Award Contract** | **June 3, 2020** |
| **Contract begins** | **September 1, 2020** |
| **WIC Food Centers close** | **February – July 2021** |

**PPRB – MS Public Procurement Review Board**

1. Page 29, Section XV. – Important Dates – Why will the WIC Food Centers remain open beyond the April 9, 2021 final rollout date for statewide EBT implementation? If yes, why?

**All participants will not transition to eWIC at the same time in a given area. Refer to question 6.**

1. Section XVI, page 30 - We appreciate the State providing the breakdown of infants in the MS WIC Program.

* 1. For August 2019 and September 2019, the total number of exclusively breastfed, partially breastfed and fully formula fed infants listed in this section does not match the FNS reported data from the December 4, 2019 report.

The data represents the most up to date information from our MIS system as of the publication of the IFB. This data was submitted to FNS on our FY 2019, November 2019 form 798.

The second table is not participation. It is the number of infants that were issued formula (excluding fully breastfed and exempt infant formula).

* 1. Please revise Section XVI to reflect the correct number of infants**.**

**The data is correct**.

* 1. The provided data calculates on average to a percent of exempt infants of 14-15%. Please confirm that is the correct percentage of exempt infants.

**Not confirmed.**

* 1. If not confirmed, please provide the number of Exempt infants by month for the latest 6 months or what percentage of infants receive exempt formula.

**The average percentage of infants that receive exempt formula for April through September 2019 is 11%**

* 1. Please indicate what percentage of infants that are enrolled in the WIC program were enrolled with incomes higher than 185% of the Federal poverty level.

**Unable to provide.**

* 1. Please indicate what percentage of infants that are enrolled in the WIC program were enrolled via adjunctive eligibility (i.e., they demonstrated active participation in SNAP, TANF, Medicaid or CHIP).

**We estimate 98% of our participants are adjunctively eligible.**

* 1. What steps are performed by clinic staff to determine active participation in other programs?
		1. Do they contact Medicaid, TANF or SNAP offices to verify current participant status?

**Typically, clinic staff look up a person’s Medicaid status using the Envision system to verify active status. Staff may also call the Medicaid office or be presented with an official verification letter from the participant. For TANF and SNAP, clinic staff either call those offices or may be presented with an official verification of participation letter.**

* + 1. Do they have visibility into the Medicaid, TANF or SNAP system to verify current participant status?

**Yes, for Medicaid through the Envision system.**

* 1. Self-declaration for adjunctive eligibility has been deemed unacceptable by FNS.
		1. What is the process for securing documentation from the applicant?

**See answer for g.**

* + 1. Or does the clinic staff contact the adjunctively eligible program via phone or have online access to their systems?

**See answer for g.**

* 1. Have there been any documented cases of participant fraud or abuse?

**Yes.**

* + 1. What were the circumstances of the cases?
* **Participants selling their WIC.**
	+ 1. What actions were taken?
* **Participants are phoned or notified in writing to cease fraudulent activity or risk termination of the program. Continued fraudulent activity may lead to termination. Participants have the right to a fair hearing.**
	+ 1. What actions does the state plan to take to monitor participants to determine if they are reselling their infant formula monthly allotments?
* **MS WIC relies on local agencies and the community to report fraudulent behavior. We are authorized to view online sites such as Facebook, E-Bay, and Craigslist for individuals selling WIC products.**
	1. Are participants required to come into the clinic for their benefits every three months, or are benefits automatically reloaded for months four and five?

**MS WIC adheres to 7 CFR §246.12(r)(4-5)**

* 1. Please provide general information on participant requirements for visiting the clinic during the first year in which an infant receives WIC benefits.

**If all eligibility requirements are satisfied and all appointments are kept and scheduled in a timely manner:**

* **Initial Newborn Certification – benefits x 3 months**
* **3 months of age: Nutrition Education – benefits x 3 months**
* **6 months of age: Mid-Cert** **– benefits x 3 months**
* **9 months of age: Nutrition Education – benefits x 3 months**

**If proofs of income, residency, identity, and person are required, participants may be limited 1-2 vouchers.**

* 1. Please provide the percentage of infants, for each State/Tribe, that are issued benefits 3 months at a time, 2 months at a time and 1 month at a time.

**MS WIC has provided all data required under 7 CFR 246.16a(6)**

* 1. Please provide a description of how the state would handle an infant formula that reconstitutes to 98 fl. ounces for each fully formula feeding package (0-3 months, 4-5 months and 6-11 months).

**The SPIRIT (MIS) system calculates these numbers.**

* 1. For infants categorized as mostly breastfeeding, please provide the AVERAGE infant formula allotment by baby age.

**MS WIC has provided all data required under 7 CFR 246.16a(6)**

* 1. For infants categorized as some breastfeeding, please provide the AVERAGE infant formula allotment by baby age.

**MS WIC has provided all data required under 7 CFR 246.16a(6)**

* 1. Units redeemed by month, page 31 – The data for the months of April, June, July, August and September are identical. Please confirm that the data contained in this table is correct.

**Amended. See Amended RFx 3160003372 3/6/2020.**

* + 1. If not confirmed, please provide the correct data.

**Not applicable.**

1. Page 30, Section XVI. –Participation Per Month – In order to ensure compliance with USDA regulations pertaining to the number of infants that must be included on the Bid Sheet, we request the State provide detailed spreadsheets on infant participation for each separate product currently provided by SC WIC. We request this data be provided by infant feeding category, age, type, form, and size, similar to the data provided on the Bid Sheet.

**MS WIC has provided all data required under 7 CFR 246.16a(6)**

**We are not SC WIC.**

1. Page 31 – Units redeemed by month – The data for the months of June, July August and September is identical for each product listed. We suspect there is an error in this data. Please provide an updated list of the redeemed products for this six-month period.

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. Section XVI. Participation Per Month and Units Redeemed Per Month – Page 31.
	1. Please provide the latest 6 months issuance by brand, size, and unit for all contract, exempt, and non-contract non-exempt infant formulas.

**MS WIC has provided all data required under 7 CFR 246.16a(6)**

* 1. The redemption data provided by unit is identical for the months of June through September. Please confirm that this is not accurate and provide updated redemption data by unit.

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. Attachment A, page 32 – The “Estimated Average # Infants by Form Based on 6 Months Average” columns on the Bid Sheet contain partial numbers. Please change the data in these columns to whole numbers.

**The “Estimated Average # Infants by Form Based on 6 Months Average” has been updated to contain whole numbers.**

1. Page 33 – Attachment A Continued – Is this page intended to be included as page 3 of the Bid Sheet? Would the State consider adding the information on this page to page 2 of the Bid Sheet? Please also confirm the State requires a notarized signature for the submission of a bid.

**Yes, this is page 3 of the bid sheet.**

**No, we will not add it to page 2.**

**Yes, we require a notarized signature.**

1. Page 36 – Attachment C – Proposed EBT Roll-out Schedule – As Mississippi is converting to an entirely new retail distribution system, it is critical that potential bidders understand the EBT rollout schedule and quantities of infant formula to be provided during this transition. Therefore, please identify the number of infants currently receiving contract infant formula in the various counties identified in Attachment C. Please provide summary data for each of the six transition periods identified in this Attachment.

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. Attachment C. Proposed EBT Roll-out Schedule – Page 36. In the event that there is change to the EBT retail transition, please confirm the State will notify the Contractor.

**Confirmed**

1. Attachment D continued, page 38 – Please confirm that the RFx number is to be provided on the “Award Number or Project” line.
	1. If not confirmed, please advise what information should be included on the “Award Number or Project” line.

**Confirmed.**

1. Attachment F, page 40 –
	1. Please confirm that the regulation cited in the second bullet under “Contract brand infant formula” should be §246.16a(c)(2)(i) instead of §246.16a(c)(1)(i).

**Amended. See Amended RFx 3160003372 3/6/2020.**

* 1. Please confirm that the regulation cited in the third bullet under “Contract brand infant formula” should be §246.16a(c)(2)(ii) instead of §246.16a(c)(1)(ii).

**Amended. See Amended RFx 3160003372 3/6/2020.**

1. In the event of a protest, please confirm that all bidders will be made aware via email.
	1. If not confirmed, please describe how bidders will be made aware of a protest.

***In accordance with the State of Mississippi Procurement Manual 6.101.03 Making Information on Protests Available***

***The Chief Procurement Officer or the head of a purchasing agency shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information. The availability of such information shall be in compliance with 1.301, Public Access to Procurement Information***

1. Please provide the percentage of infant formula benefits that were issued to participants but never redeemed in 2018, or the latest year that the data is available.

**MS WIC has provided all data required under 7 CFR** **246.16a(6)**

1. Please describe how the State will issue infant formula benefits. Will the State issue benefits on a calendar month benefit (1st to last day of month) issuance schedule OR a rolling 30 days based on when the participant comes in for benefits.

**Rolling month.**

* 1. If a calendar benefit period will be used and benefits are prorated during the participant’s initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e. 5 cans powder - 90 oz. reconstituted) will that participant then receive full monthly allotments for the next 12 calendar months?

**MS WIC uses a rolling month benefit cycle. The participant in your example would receive 5 cans of formula and then a full issuance for the remaining 12 months.**

1. When participants receive benefits for a change to a new formula, please confirm the system validates they have not exceeded maximum monthly allotments based on participant age for all types of formula issued during the one-month period.

**Yes, the system limits monthly allotments based on category and age.  SPIRIT uses the Base Food Category Limits screen to set food prescriptions and distribution quantities at the base food category level. It is a template for food items, which will use the base quantities when food items are created within the SPIRIT WIC system. The certifiers use the formula exchange calculator to determine the amount of formula to be issued to the participant.  At that point the certifier enters that amount in SPIRIT.**

* 1. If formula returns are accepted at the local clinic, please describe storage/inventory methodology and reissuance procedures for returned infant formula.

**Formula is not reissued and is destroyed in accordance with federal regulations. Effective October 1, 2020, local clinics will not accept returned infant formula.**

1. Have there been any instances where a participant or participants were issued benefits that exceeded the maximum monthly or quarterly amount of formula allowed by USDA regulations?

**MSDH WIC has received reports of this nature in the past.**

* 1. If so, please explain.

**USDA FNS changed their policy regarding prorating the 1st month of benefits for infants. MS WIC was synchronizing benefits so the family would have the same redemption period, which resulted in administering benefits that may have exceeded the prorated allowance.**

1. Is there a maximum number of months on medical documentation for exempt formulas? If so, how many months of exempt infant formula does an infant receive from one medical documentation request?

**Up to 3 months**

1. Do you have a process in place to monitor transactions at retailers involving “VOIDED” EBT transactions that may result in double billing formula contractor? If so, please describe.

**When an eWIC transaction is completed at the store, it is voided and goes back on the card under the same serial number it was originally issued.**

**So, there would never be a time there would be more formula redeemed than was issued under the serial number so they cannot “double bill.”**

1. What controls will be put in place to ensure that vendors will not accept WIC products as a return and credit the participant with cash or exchange of product?

**Within the MSDH WIC Vendor Handbook, it states:**

**After a WIC participant purchases formula with eWIC, the participant may not exchange the formula for another type of formula or for cash. If the WIC participant requires a different formula size or type, they must return to their local WIC office and a WIC Certifier will assist them in determining what changes may be required. The Vendor Agreement hold the vendors accountable to agreeing with all MS WIC Vendor Policies and Procedures. MSDH WIC Program has established State Sanctions in addition to Federal Sanctions that can be applied against a vendor for program violations.**

**The Vendor agrees to not return and credit the participant with cash or exchange of product by signing the Vendor Agreement.**

1. Do you have a policy where friends and relatives of WIC local agencies are not allowed to have benefits issued to them by those friends/relatives?

**Yes. FY 2020 MS WIC Policy and Procedure section 2.0, page 7 of 8 : “WIC employees may not accept a WIC application, determine income eligibility, assess identity, document residency proof, perform nutrition assessment, or issue benefits for themselves, a family member, a household member, or anyone for whom the employee serves as a proxy.”**

1. How and when does the State plan to implement/publish the list of WIC authorized formula suppliers?

**MS WIC does not plan to publish a list of authorized formula suppliers.**

1. Page 23-24 – Qualifications – To ensure bidders are responsive to all requirements, would the State be willing to provide a detailed checklist specifying all documents, certifications, forms, or other material that must be submitted with the bid? Are there some documents, certifications or forms that may be submitted upon award?

**All items requested are listed within RFx.**

1. Does Mississippi WIC plan to prorate benefits in the first month or will benefits be provided on a rolling basis? For example, If a participant visits the clinic on the 10th day of a month, will a full months’ worth of benefits be redeemable through the 9th day of the next month (rolling basis), or will benefits be prorated in the first month, with benefits then having a start date of the first day of the next two months?

**Benefits are prorated depending on when benefits are added during the benefit redemption period.**

**For example, if a participant’s benefit cycle started March 2-April 1, and they came to the clinic requesting benefits March 15, they would receive a prorated package for March 2- April 1, and a full month’s benefits for the following 2 benefit cycles.**

1. Are participants typically issued three months of benefits at a time? What percentage of infants receive three months’ worth of Food Benefits, two months, and one month?

**Participants are typically issued 3 months of benefits at a time.**

1. Are participants required to visit the clinic in order to receive additional Food Benefits?

**MS WIC adheres to 7 CFR §246.12(r)(4-5)**

1. Has Mississippi WIC authorized any WIC-only stores (above 50% vendors)? If yes, how many of these stores have been authorized? Does the State anticipate authorizing such stores or will the State restrict authorization of these stores?

**No.**