



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REQUEST FOR BID
RFx #3160000944

The Mississippi State Department of Health (MSDH) will purchase food and services for the Women, Infants and Children Supplemental Food Program (WIC) and invites you to submit a bid in accordance with the terms and conditions of this request for bids. The lowest and best bidder in accordance with applicable law and regulation will be selected. Once award of the bid has been made, the terms and conditions as set forth in this request for bid shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this request for bid and any assurances made by the successful bidder in satisfaction of this request for bid 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 bid request is an all-item/all location bid for the period of **July 1, 2016 to June 30, 2017. This is a request for a TWELVE (12) MONTH BID.** The agency reserves the right to extend the bid for a period of twelve months with the concurrence of the vendor. The bid price must include, not only, the food items indicated, but also storage, supply and distribution of these items and other items as indicated in this request for bid. The delivery 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 inside delivery and stacking on pallets in areas specified by the WIC personnel at each location. The vendor is to allow stacking of the product in a commercially acceptable manner and shall furnish sufficient 40" by 48" pallets.

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 term 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 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.

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

The packaging of all food 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. Each product shall be labeled with an expiration date for use by the participants and program.

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. Cereal amounts depend upon the selection bid, and are not subject to the 95% to 105% quantity variance. A minimum of 20,800 cases of cereal, subject to the terms and conditions of this request for bid, will be purchased.

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, 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, Suite 400B, Ridgeland, Mississippi 39157.

The successful bidder must purchase, receive, store, supply and deliver nutritional infant formulas. Infant nutritional products will be purchased from the supplier at the prices quoted in the attached documents. As an agent for the WIC program, the vendor with the lowest and best bid will purchase these products from the named company at that company's prices and terms as set out in the attachment hereto. Your bid should take into account these prices and terms.

Over 100,000 program participants depend on the regular, uninterrupted deliveries that are contemplated in and are the basis of this request for bids. Because the stability of the bidder and the ability of the bidder to carry out the terms and conditions of this request for bid is of the utmost importance, the Mississippi State Department of Health will require of the lowest bidder, as a part of this request for bids, 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 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 provide a delivery schedule which will provide for 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, and deliveries may be scheduled on a regional basis for not less than five regions of the state. The Department of Health will provide ordering information to the successful bidder by 5:00 p.m. Central time at least two 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 deliveries will be monitored by the Department of Health representatives to determine whether or not the delivery meets the minimum standards of product delivery. A successful delivery will be considered to be complete when all of the products ordered by the Department for a particular food center have been unloaded on pallets and the pallets have been placed inside the particular food center by 3:00 p.m. on the designated regional delivery day. The delivery of any product that does not meet packaging or branding specifications, is damaged, or is out of date will not be considered a successful delivery.

The Department will evaluate the delivery performance of the successful bidder on a quarterly basis based upon the number of orders placed by the Department and the number of successful deliveries made during the quarter. The minimum standard for product delivery shall be eighty percent (80%) of the orders that have been timely placed by the Department. If delivery performance does not satisfy the minimum standard for successful deliveries, the Department may terminate the contract by providing a minimum of thirty (30) days prior written notice and seek such other remedies as may be authorized by law. Termination by the Department does not relieve the bidder of any liability arising out of a default or nonperformance.

If successful deliveries are made by 3:00 p.m. to at least twelve (12) locations within a region on a designated regional delivery day, the successful bidder will be credited with 100% delivery performance for purposes of the minimum delivery standard, even if certain deliveries to other locations on that day did not satisfy the minimum standards of product delivery.

If the minimum delivery standard is not satisfied by the successful bidder, as determined during the full contract term, the Department shall be authorized to set off against any outstanding invoices due and receive a credit or refund of an amounts paid by the Department, in an amount equal to one percent (1%) of the total invoiced amount under the contract for the full contract term.

State and Federal law requires that the Mississippi State Department of Health not be liable should federal or state funds not be available with which 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 successful bidder 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. Neither 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 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.

Required product samples MUST be received by the MSDH-WIC Program at least five (5) working days prior to the established bid opening date to be considered for this bid.

Prospective bidders are to contact Jennifer Dotson, Purchasing Director at (601) 576-7627 or by e-mail at Jennifer.Dotson@msdh.ms.gov if there are any questions regarding this bid.

All questions shall be submitted in writing. Questions should be submitted in time to be received no later than May 19, 2016.

Prior to time specified for the bid opening, sealed bids along with any other documentation required must be hand delivered or mailed 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 bids must be received before and be dated and time stamped prior to **10:30 a.m. Friday, May 27, 2016 CST/DST**. All bids must be properly stamped. No bids will be accepted after the established bid opening time. **Bids will be opened at 10:30 A.M. CST/DST in Suite 134 Conference Room, Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi.**

No facsimile (FAX) bids will be accepted. The cover letter must be signed by a person with authority to bind the bidder, and must accompany your bid. Failure to comply with this provision, any other provision of this request for bid, or any provision of state or federal law or regulation regarding the submission of bids will cause the bid to be rejected.

In addition, bidders should also submit a bid on-line in the State of Mississippi electronic procurement system, MAGIC. In order to submit bids, bidders must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Help for registering in MAGIC can be found at www.mmrs.state.ms.us

Concerning on-line bid submission – All (item) lines may or may not need to be filled in by the bidder. This is because of multiple choices in case sizes/quantities, etc. for some of the products. However, the paper bid submission would be completed in it's entirety.

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.

Submitted bids/responses will be available for review at the bid opening.

Bids must be submitted with the case price, subtotal and a grand total.

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

Bids will be awarded 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 the best bidder 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 bid 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:

WIC BID DUE ~ 10:30 A.M. CST/DST, May 27, 2016 RFX#3160000944

NAME OF COMPANY:

AUTHORIZED SIGNATURE(s)

PRINTED NAME(s)

Telephone# _____ **Fax#** _____

E-Mail Address _____

WIC SUPPLEMENTAL FOOD PROGRAM

12 MONTHS

SIZE	DESCRIPTION <u>CHEESE</u>	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 1 lb.	Pkg. Sliced pasteurized process American Cheese (not cheese food) as described by USFDA commercial item description. Must be cheese processed in a USDA certified plant and a USDA certificate must be furnished with each load.	30,500		
12 - 1 lb.	Pkg. Block Cheddar Cheese (not cheese food) Must be cheese processed in a USDA certified plant and USDA certificate must be furnished with each load.	13,000		
12 - 10 oz.	Pkg. String Cheese (Mozzarella) (not cheese food) Sticks individually wrapped. Must be cheese processed in a USDA certified plant and a USDA certificate must be furnished with each load.	12,000		
24 - 8 oz.	Pkg. Natural Reduced Fat Sharp Cheddar Cheese. Made with 2% milk (not cheese food) Must be cheese processed in a USDA certified plant and a USDA certificate must be furnished with each load.	10,000		

UHT MILK

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 1 q t	<p>UHT Lowfat Milk. Milk which has been processed at an ultra high temperature and is unflavored, 1% Lo-fat milk. Should be grade A, homogenized and contain 400 IU of Vitamin D and 2000 IU of Vitamin A per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	510,000		
12 - 1 q t	<p>UHT Lowfat Chocolate Milk. Milk which has been processed at an ultra high temperature and is chocolate flavored, 1% Lo-fat milk. Should be grade A, homogenized and contain 400 IU of Vitamin D and 2000 IU of Vitamin A per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	70,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 1 q t	<p>UHT Whole Milk. Milk which has been processed at an ultra high temperature and is unflavored, 3 1/4% whole milk. Should be grade A, homogenized and contain 400 IU of Vitamin D per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	150,000		
12 - 1 q t	<p>UHT Whole Chocolate Milk. Milk which has been processed at an ultra high temperature and is chocolate flavored, 3 1/4% whole milk. Should be grade A, homogenized and contain 400 IU of Vitamin D per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	15,500		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 1qt	<p>UHT Lactose Free Lowfat Milk. Milk which has been processed at an ultra high temperature and is unflavored, lactose free 1% Lo-fat milk. Should be grade A, homogenized and contain 400 IU of Vitamin D and 2000 IU of Vitamin A per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	15,000		
12 – 1 qt	<p>UHT Lactose Free Whole Milk. Milk which has been processed at an ultra high temperature and is unflavored, Lactose Free 3 1/4% whole milk. Should be grade A, homogenized and contain 400 IU of Vitamin D per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	12,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 – 1 qt	<p>UHT Lactose Free NoFat (Skim) Milk. Milk which has been processed at an ultra high temperature and is unflavored, Lactose Free No Fat milk. Should be grade A, homogenized and contain 400 IU of Vitamin D per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	60		
12 - 1 q t	<p>UHT NoFat (Skim) Milk. Milk which has been processed at an ultra high temperature and is unflavored, No Fat milk. Should be grade A, homogenized and contain 400 IU of Vitamin D per qt. Aseptic containers with easy pour spouts will be used for this product. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	3,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 1 q t	SOY Beverage. Beverage must meet the following nutrient levels: 276 mg. calcium per cup; 8g protein per cup; 500IU vitamin A per cup; 100IU vitamin D per cup; 24mg magnesium per cup; 222mg phosphorus per cup; 349mg potassium per cup; 0.44mg riboflavin per cup; 1.1 mcg vitamin B12 per cup. Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.	5,000		

EGGS
Dry and Liquid

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
30 - 6 oz.	Pkg. Dry Egg Mix conforming to USDA standards for product as evidenced by USDA seal on each pack.	15,000		
15 - 16 oz.	USDA pasteurized Liquid Whole Egg , (with spout-PAK container) citric acid added, with 12-week shelf life.	45,000		

DRIED BEANS/PEAS

Pkg. Beans/Peas, dry conforming to grade U.S. No. 2 or better on total defects and U.S. No. 1 or better on all other factors and meet the specifications as defined in the U.S. standards for beans/peas for the class specified.

Letter of guarantee of the above required from manufacturer prior to delivery.

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12-15 to 16 oz cans	Kidney Beans Grade A-No added <u>meat, fat, oil,</u> <u>fruit or vegeta bles</u> as purchased or artificial sweeteners	6,000		
24-12 oz	Black Beans	1,100		
12-15 to 16 oz cans	Pinto Beans Grade A-No added <u>meat, fat, oil,</u> <u>fruit or vegeta bles</u> as purchased or artificial sweeteners	6,000		
24 – 1 lb	Mung Beans	50		
24 – 12 oz	Chick Peas	100		
12-15 to 16 oz cans	Black Eye Peas Grade A-No added <u>meat, fat, oil,</u> <u>fruit or vegeta bles</u> as purchased or artificial sweeteners	5,000		

PEANUT BUTTER

Must be stabilized type, regular pack style “with foil inner-seal”, *Ingredients used to prevent separation must be less than 2%*. U.S. Grade A current year pack, USDA Grade certificate required with each shipment, all Pallets are to include USDA “Officially Sampled” stamp.

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 18 oz.	Peanut Butter, Smooth or Medium Texture,	25,000		
12 - 18 oz.	Peanut Butter, Chunky	6,000		

TUNA, BROWN RICE & TORTILLA

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
24 - 5 oz	Canned light Tuna , packed in water, “Dolphin Safe”, <u>only</u> nationally known U.S. Brands are acceptable	2,500		
12 - 16 oz	Brown Rice , bagged without added sugars, fats, oils or salt (i.e. sodium) may be instant, quick or regular cooking	7,000		
12 - 16 oz	Tortilla, Soft Corn (White) , “Shelf Stable” whole grain must be the primary ingredient by weight.	7,500		

CEREALS

Bid on the following 7 Cereals of which 6 at the lowest bid price will be selected.

All cereals (cold & hot) must contain a minimum of 28 milligrams of iron and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 oz.	Kellogg's Corn Flakes	20,000		
9 oz.	Kellogg's Rice Krispies	40,000		
12 oz.	Kellogg's Special K	6,000		
18 oz.	Post Honey Bunches of Oats – Vanilla Bunches	15,000		
18 oz.	General Mills ~ Dora The Explorer	20,000		
12 oz	Quaker King Vitaman	10,000		
12 oz	Quaker ~ Crunchy Corn Bran	7,000		

PLEASE WRITE IN THE QUANTITY PER CASE FOR EACH CERAL ITEM BID

WHOLE GRAIN CEREALS

Bid on the following 7 Whole Grain Cereals of which 6 at the lowest bid price will be selected
All cereals (cold & hot) must contain a minimum of 28 milligrams of iron and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 oz	Kellogg's ~ Crispix	4,000		
15.5 oz	Post ~ Banana Nut Crunch	5,000		
12 oz	General Mills Berry Berry Kix	5,000		
18 oz	General Mills ~ Go Diego Go	4,000		
15 oz	Quaker ~ Oatmeal Squares Brown Sugar	2,000		
12 oz	Post ~ Alpha Bits	2,000		
18.0 oz	General Mills ~ Cheerios Original (yellow box)	10,000		

PLEASE WRITE IN THE QUANTITY PER CASE FOR EACH CEREAL ITEM BID

HOT CEREAL

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/ 11.8 oz -or- 12/12 oz	Oats, Instant or Regular	6,500		
12/12 oz	Grits, Instant Original	11,000		

CANNED FRUITS

Must conform to FDA standard of identity, must be juice pack or water pack without added sugars, fats, oils or salt.

*Bid on the following 4 canned fruits of which 2 at the lowest bid price will be selected.
(Approximate Quantities depending on combination)*

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
14.5 oz or 15 oz or 15.25 oz	Fruit Cocktail	24 un ~ 17,500 Or 12 un ~ 35,000		
15 Or 15.5 oz	Applesauce	24 un ~ 6,500 Or 12 un ~ 13,000		
14.5 oz Or 15 oz Or 15.25 oz	Peaches, Slc	24 un ~ 17,500 Or 12 un ~ 35,000		
14.5 oz Or 15 oz Or 15.25 oz	Pears, Slc	24 un ~ 6,500 Or 12 un ~ 13,000		

CANNED VEGETABLES

Meet FDA Standard of Identity for canned vegetables. Regular or low sodium. No white potatoes, no soup, no pickles or other condiments. No combinations with white potatoes, rice, or pasta. No cream, cheese, or butter sauces. Contains no added sugars (except small amount required for processing), fats, oils or meats. Contains no artificial colors or non-nutritive (artificial) sweeteners.

Bid on the following 4 canned vegetables of which 3 at the lowest bid price will be selected.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
14.5 oz -or- 15 oz	Green Beans, Cut	24 un ~ 15,000 Or 12 un ~ 30,000		
15 oz -or- 15.25 oz	Corn, Whole Kernel	24 un ~ 15,000 Or 12 un ~ 30,000		
27 oz	Glory Mixed Greens <i>-Low Sodium-</i>	24 un ~ 5,000 Or 12 un ~ 10,000		
27oz	Mixed Vegetables	24 un ~ 5,000 Or 12 un ~ 10,000		

JUICE, Concentrate
Adult/Children

Bid on the following 6 nationally, known Pourable Juice Concentrate, of which 4 at the lowest bid price will be selected.

(Approximate Quantities depending on combination)

All Juices **must** contain 30 mg. Vitamin C per 100 ml. of juice

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12 - 11.5 oz	Strawberry Kiwi, Juice Bowl Pourable Juice Concentrate, 100% Juice, No sugar added	25,000		
12 - 11.5 oz	Grape, Welch's Pourable Juice Concentrate, 100% Juice, No sugar added	10,000		
12 - 11.5 oz	Apple, Welch's Pourable Juice Concentrate, 100% Juice, No sugar added	45,000		
12 - 11.5 oz	Tropical Orange Passion, Welch's Pourable Juice Concentrate, 100% Juice, No sugar added	30,000		
12 - 11.5 oz	Fruit Fantastic, Welch's Pourable Juice Concentrate, 100% Juice, No sugar added	20,000		
12 - 11.5 oz	Fruit Punch, Juice Bowl Pourable Juice Concentrate, 100% Juice, No sugar added	15,000		

JUICE, Ready to Serve

Adult/Children

Bid on the following 4 nationally, known READY-TO-SERVE, of which 1 at the lowest bid price will be selected.

All Juices **must** contain 30 mg. Vitamin C per 100 ml. of juice

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
24 - 8 oz	Apple, Ready to Serve 100% Juice, No sugar added Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.	70,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
24 - 8 oz	Fruit Punch, Ready to Serve 100% Juice, No sugar added Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors	70,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
24 - 8 oz	<p>Grape, Ready to Serve 100% Juice, No sugar added</p> <p>Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	70,000		

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
24 - 8 oz	<p>Orange Tangerine, Ready to Serve 100% Juice, No sugar added</p> <p>Labels and products must meet commercially acceptable standards and be approved by the State of Mississippi WIC Program, prior to bid opening. This approval is for new and existing vendors.</p>	70,000		

INFANT FORMULA

See Attachments, Appendix 3

Iron-Fortified Based Formula

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/ 13 oz.	Milk based with Iron Concentrate Formula	30000		
12/13 oz.	Soy based with Iron Concentrate Formula	6500		
6/12.3 oz & 6/12.5 oz	Milk based with Iron Powder Formula	200000		
6 – 12.9 oz	Soy based with Iron Powder Formula	36000		
6/12.9 & 6/12.4	Milk based specialty Powder Formula	22000		

INFANT FRUITS

Any variety of single ingredient commercial infant food fruit without added sugars, starches or salt (i.e. sodium). Texture may range from strained through diced.

Stage 2 food

Bid on the Peaches & Pears infant fruits of which 1 at the lowest bid price will be selected.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/4 oz or 10/4 oz	Peaches	90,000 –or- 108,000		
12/4 oz or 10/4 oz	Pears	90,000- or- 108,000		

Bid on the Applesauce and Banana infant fruits of which 1 at the lowest bid price will be selected.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/4 oz or 10/4 oz	Applesauce	114,000 or 136,800		
12/4 oz or 10/4 oz	Banana	114,000 or 136,800		

INFANT VEGETABLES

Any variety of single ingredient commercial infant food vegetables without added sugars, starches or salt (i.e. sodium). Texture may range from strained through diced.

Stage 2 food

*Bid on the following 2 **Green** infant vegetables of which 1 at the lowest bid price will be selected.*

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/4 oz or 10/4 oz	Green Beans	65,500 or 78,600		
12/4 oz or 10/4 oz	Peas	65,500 or 78,600		

Bid on the following 2 infant vegetables of which 1 at the lowest bid price will be selected.

(Approximate Quantities depending on combination)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/4 oz or 10/4 oz	Carrots	103,000 or 123,600		
12/4 oz or 10/4 oz	Sweet Potatoes	103,000 or 123,600		

INFANT MEAT

Any variety of commercial infant food meat or poultry, as a single major ingredient, with added broth or gravy. Added sugars or salt (i.e. sodium) are not allowed. Texture may range from pureed through diced. *Stage 2 food*

*Bid on the following 4 infant meats of which 2 at the lowest bid price will be selected.
(Approximate Quantities depending on combination)*

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12-2.5 oz or 10-2.5 oz	Chicken & Chicken Gravy	3,100 Or 3,720		
12-2.5 oz or 10-2.5 oz	Ham & Ham Gravy	2,700 Or 3,240		
12-2.5 oz or 10-2.5 oz	Beef & Beef Gravy	2,700 Or 3,240		
12-2.5 oz or 10-2.5 oz	Turkey & Turkey Gravy	3,000 Or 3,600		

INFANT CEREAL

Box Cereal with Iron

(Contains a minimum of 45mg. of Iron/100g of Dry Cereal)

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
12/8 oz or 8/8 oz or 6/8 oz	Infant Rice	16,667 Or 25,000 Or 33,333		
12/8 oz or 8/8 oz or 6/8 oz	Infant Oatmeal	16,667 Or 25,000 Or 33,333		

WIC BAGS

SIZE	DESCRIPTION	CASE	PRICE PER CASE	TOTAL CASE PRICE
400 - 1/6 BBL -or- 300 - 1/6 BBL	Double Strength Kraft Bags with Handles and WIC Data (data provided by state agency)	3000 -OR- 4000		

GRAND TOTAL \$ _____

Vendor'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 judgement 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 statues 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. A letter from a reputable financial institution authorized to do business in the State of Mississippi indicating that the bidder has been approved for a \$2,000,000.00 line of credit. The letter must indicate that the \$2,000,000.00 line of credit will be available for the bidder during the bid period.
- E. 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.
- F. Copy of Mississippi privilege tax license.
- G. 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. and 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; and
- 5. contractors' facilities may be routinely inspected by Department of Health officials. Facilities and operating practices must be continuously in compliance with 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

Deliveries

4-5 days per week

Deliveries made between the hours of 8am-Noon and 1pm-3pm

Trucks equipped with

Lift-gate

Electric pallet jack

Refrigeration to maintain a temp of 40 degrees or less (*for liquid eggs*)

Products are **REQUIRED** to be delivered on GOOD quality pallets

Reports

Weekly ~ Inventory Product Status Report

Quarterly ~ Cases distributed vs. time elapsed

Layer & Pallet quantity for each product

Vendor/Brand of each product

Stacking

Items should be stacked to avoid product damages.

If double stacked, un-stacking is REQUIRED at point of delivery to provide accurate counting.

Invoices should contain

(but not limited to)

Invoice Number ~ Delivery site address ~ WIC item code

Total cases shipped per product

Product brand ~ Product description ~ Product case price

Product case pack/size ~ Total cases shipped

Total cost per item ~ Total Invoice cost

Separate invoices for grocery & bags

Expiration Dates of Products

(All products should contain an expiration dates)

≥ 6 months

≥ 2-3 months for Dairy products (*liquid eggs & cheese*)

≥ 30 days for Tortilla

Mechanism to account for:

Credits ~ Charges ~ Returns

All Business is to be conducted thru WIC Central Office, not with the local sites.

Iron-Fortified Milk Based Infant Formula

QUANTITY	PACK SIZE	TYPE	CASE PRICE	TOTAL
121,250 or ✓ 242,500 or 260,537	24/13 oz or ✓ 12/13 oz Or 12/12.1 oz.	Concentrate	\$ _____ \$ 7.80 \$ _____	\$ _____ \$ 1,891,500.00 \$ _____
✓ 675 or 957	✓ 6/32 oz. or 4/4 x 8.45 oz.	Ready to Feed	\$ 22.62 \$ _____	\$ 15,268.50 \$ _____
✓ 626,250	6/12 oz or 6/12.4 oz or ✓ 6/12.5oz or 6/12.7 oz or 6/12.9 oz.	Powder	\$ 17.70	\$ 11,084,625.00

Enfamil Premium Newborn

Brand (s) included: Enfamil Premium Infant Enfamil AR Gentlease

Mead Johnson & Company, LLC

Bidder: J. Michael Milligan **Bidder's Initials** Jm **Date** 12/4/13

Iron-Fortified Soy Based Formula:

QUANTITY	PACK SIZE	TYPE	CASE PRICE	TOTAL
22,500 or ✓ 45,000 or 48,347	24/13 oz or ✓ 12/13 oz or 12/12.1 oz.	Concentrate	\$ _____ \$ 7.20 \$ _____	\$ _____ \$ 324,000.00 \$ _____
✓ 25 or 35	✓ 6/32 oz or 4/4 x 8.45 oz.	Ready to Feed	\$ 22.92 \$ _____	\$ 573.00 \$ _____
✓ 68,750	6/12 oz or 6/12.4 oz or ✓ 6/12.9 oz.	Powder	\$ 19.62 \$ _____	\$ 1,348,875.00 \$ _____

Brand (s) included: ProSobee

Mead Johnson & Company, LLC

Bidder: J. Michael Milligan **Bidder's Initials** Jm **Date** 12/4/13

MISSISSIPPI WIC FOOD DISTRIBUTION CENTERS					
#	CENTER	ADDRESS	CITY	ZIP	COUNTY
DISTRICT I					
1	Batesville	554 Highway 51 South	Batesville, MS	38606	Panola
2	Charleston	305 S. Waverly St.	Charleston, MS	38921	Tallahatchie
3	Clarksdale	521 Medical Drive	Clarksdale, MS	38614	Coahoma
4	Grenada	1310 Phillips Drive	Grenada, MS	38901	Grenada
5	Hernando	1939 Oak Tree Cove	Hernando, MS	38632	DeSoto
6	Marks	207 Chestnut Street	Marks, MS	38646	Quitman
7	Senatobia	470 Scott St	Senatobia, MS	38668	Tate
8	Southaven	8791 Northwest Drive	Southaven, MS	38671	Desoto
9	Sumner	109 South Court	Sumner, MS	38957	Tallahatchie
10	Tunica	1925 Old Hwy. 61 North	Tunica, MS	38676	Tunica
11	Water Valley	220 Blackmur	Water Valley, MS	38965	Yalobusha
DISTRICT II					
12	Ashland	514 Shiloh Road/ PO BOX 146	Ashland, MS	38603	Benton
13	Booneville	2405E East Chambers Street	Booneville, MS	38829	Prentiss
14	Byhalia	8478 HWY 178 West	Byhalia, MS	38611	Marshall
15	Corinth	501 PineCrest Road	Corinth, MS	38834	Alcorn
16	Fulton	503 Lindsey Street	Fulton, MS	38843	Itawamba
17	Holly Springs	680 HWY 4 East	Holly Springs, MS	38635	Marshall
18	Iuka	1250 Bettydale Drive	Iuka, MS	38852	Tishomingo
19	New Albany	207 Carter Avenue	New Albany, MS	38652	Union
20	Oxford	161 CR #401	Oxford, MS	38655	Lafayette
21	Pontotoc	340 Legion Lane	Pontotoc, MS	38863	Pontotoc
22	Ripley	105 Hospital Street	Ripley, MS	38663	Tippah
23	Tupelo	532 Carnation Street	Tupelo, MS	38804	Lee
DISTRICT III					
24	Belzoni	309 North Hayden Street	Belzoni, MS	39038	Humphreys
25	Cleveland	927 Charlie Capps Road	Cleveland, MS	38732	Bolivar
26	Greenville	1701 East Union	Greenville, MS	38701	Washington
27	Greenwood	2600 Browning Rd.	Greenwood, MS	38930	Leflore
28	Hollandale	114 W. Washington, PO Box 215 (mailing)	Hollandale, MS	38748	Washington
29	Indianola	226 HWY 82 West	Indianola, MS	38751	Sunflower

MISSISSIPPI WIC FOOD DISTRIBUTION CENTERS					
#	CENTER	ADDRESS	CITY	ZIP	COUNTY
30	Kosciusko	312 N. Wells St.	Kosciusko, MS	39090	Attala
31	Leland	210 Baker Street	Leland, MS	38756	Washington
32	Lexington	22269 Depot Street	Lexington, MS	39095	Holmes
33	N. Carrollton	108 Main St./ PO Box 87	N. Carrollton, MS	38947	Carroll
34	Rosedale	503 Bruce Street/ PO Box 448	Rosedale, MS	38769	Bolivar
35	Ruleville	601 East Dr MLK Dr.	Ruleville, MS	38771	Sunflower
36	Winona	108 N. Applegate	Winona, MS	38967	Montgomery
	DISTRICT IV				
37	Aberdeen	109 S. Chestnut St.	Aberdeen, MS	39730	Monroe
38	Ackerman	234 Highway 15 N.	Ackerman, MS	39735	Choctaw
39	Amory	403 S. Main St.	Amory, MS	38821	Monroe
40	Columbus	7220 HWY 45 North	Columbus, MS	39705	Lowndes
41	Eupora	64 Mississippi Street	Eupora, MS	39744	Webster
42	Houston	202 Industrial Drive	Houston, MS	38851	Chickasaw
43	Louisville	305 Vance St.	Louisville, MS	39339	Winston
44	Macon	205 W. Green St.	Macon, MS	39341	Noxubee
45	Okolona	400 North Church Street	Okolona, MS	38860	Chickasaw
46	Pittsboro	107 East Main Street,	Pittsboro, MS	38951	Pittsboro
47	Starkville	1203 Louisville Street	Starkville, MS	39759	Oktibbeha
48	West Point	1342 North Eshman Avenue	West Point, MS	39773	Clay
	DISTRICT V				
49	Canton	1111 West Peace St.	Canton, MS	39046	Madison
50	Hazlehurst	640 Georgetown St.	Hazlehurst, MS	39083	Copiah
51	Jackson (Medical Mall)	350 W. Woodrow Wilson	Jackson, MS	39203	Hinds
52	Jackson (South)	3276 Lynch Street	Jackson, MS	39209	Hinds
53	Mendenhall	2789 Simpson Hwy 49	Mendenhall, MS	39114	Simpson
54	Pearl	110 Crosspark Drive	Pearl, MS	39208	Rankin
55	Port Gibson	2003 Highway 61 North	Port Gibson, MS	39150	Claiborne
56	Raymond	304 Raymond/ Clinton Rd.	Raymond, MS	39154	Hinds
57	Rolling Fork	260 Walnut St.	Rolling Fork, MS	39159	Sharkey
58	Utica	Hwy 27 North	Utica, MS	39175	Hinds
59	Vicksburg	809 Walnut Street	Vicksburg, MS	39180	Warren

MISSISSIPPI WIC FOOD DISTRIBUTION CENTERS					
#	CENTER	ADDRESS	CITY	ZIP	COUNTY
60	Yazoo City	110 N Jerry Clower Blvd Suite N	Yazoo City, MS	39194	Yazoo
	DISTRICT VI				
61	Bay Springs	2775 Hwy 15	Bay Springs, MS	39422	Jasper
62	Carthage	1120 Highway 35 S., Ste. 2	Carthage, MS	39051	Leake
63	Decatur	75 WIC Road	Decatur, MS	39327	Newton
64	Dekalb	Highway 16	Dekalb, MS	39328	Kemper
65	Forest	2047 Highway 35 S.	Forest, MS	39074	Scott
66	Greater Meridian	2701 Davis St.	Meridian, MS	39301	Lauderdale
67	Meridian	3701 8th Street	Meridian, MS	39302	Lauderdale
68	Philadelphia	107 St. Francis Drive	Philadelphia, MS	39350	Neshoba
69	Quitman	133 N. Archusa Ave.	Quitman, MS	39355	Clarke
70	Raleigh	147 Main Street	Raleigh, MS	39153	Smith
	DISTRICT VII				
71	Brookhaven	758 Industrial Park Road, N. E.	Brookhaven, MS	39601	Lincoln
72	Bude	19 Holly Street South/ P.O. Box 34	Bude, MS	39630	Franklin
73	Fayette	268 E. Harrison St.	Fayette, MS	39069	Jefferson
74	Liberty	147 W Freedom Dr./ P.O. Box 844	Liberty, MS	39645	Amite
75	McComb	1029 Phillips Rd	McComb, MS	39649	Pike
76	Monticello	1157 W. Broad St.	Monticello, MS	39654	Lawrence
77	Natchez	110 1/2 Northgate Road	Natchez, MS	39120	Adams
78	Tylertown	1508 Beulah Ave.	Tylertown, MS	39667	Walthall
79	Woodville	212 First West St. South	Woodville, MS	39669	Wilkinson
	DISTRICT VIII				
80	Collins	0200 East Street	Collins, MS	39428	Covington
81	Columbia	1711 Hwy 13N	Columbia, MS	39429	Marion
82	Hattiesburg	1515 Florida Ave.	Hattiesburg, MS	39401	Forrest
83	Laurel	1222 Hillcrest Drive	Laurel, MS	39440	Jones
84	Leakesville	809 Main Street	Leakesville, MS	39451	Greene
85	New Augusta	503 Third Ave.	New Augusta, MS	39462	Perry
86	Prentiss	675 Columbia Ave.	Prentiss, MS	39474	Jeff Davis
87	Purvis	47 Deep South Lane	Purvis, MS	39475	Lamar
88	Waynesboro	1105 Bradley Street	Waynesboro, MS	39387	Wayne

MISSISSIPPI WIC FOOD DISTRIBUTION CENTERS					
#	CENTER	ADDRESS	CITY	ZIP	COUNTY
	DISTRICT IX				
89	Bay St. Louis	10222 HWY 603	Bay St. Louis, MS	39520	Hancock
90	Carriere	7063 HWY 11	Carriere, MS	39426	Pearl River
91	D'Iberville	4046 Suzanne Dr.	D'Iberville, MS	39532	Harrison
92	Gulfport	12451 Dedeaux Road	Gulfport, MS	39503	Harrison
93	Gulfport (Sage)	330 Courthouse Road	Gulfport, MS	39501	Harrison
94	Lucedale	10 Suzanne St.	Lucedale, MS	39452	George
95	Pascagoula	4404 Chicot Rd	Pascagoula, MS	39581	Jackson
96	Wiggins	1601 West Central Ave	Wiggins, MS	39577	Stone