

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>OT904010</u>	OPENING DATE (1:00 p.m.) <u>NOVEMBER 23, 2009</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. DOH017	BID NOTICE DATE NOVEMBER 10, 2009	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____Days, Net 30 Days			
<b>PARTICIPATING AGENCY(IES):</b> LIMITED TO OHIO DOH/WIC; INDIANA AND WISCONSIN WIC PROGRAMS; AND OTHER STATE WIC PROGRAMS AUTHORIZED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)			
<b>ADDENDUM FOR CHANGE</b> <b>ADDENDUM NO.: 4</b> <b>REVISION DATE: 11/10/09</b>			
<b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</b>  <b>WIC INFANT FOODS REBATE PROGRAM</b>			
Attached are pages 4 and 7 to this Bid. Remove the pages from the existing Bid and replace with the attached pages.			
This addendum is issued to remove language in the Contract Award section for clarity. The information is outlined within the Evaluation section on page 4. This also removes "if authorized by NASPO." on page 7, under IA.			

## SPECIAL CONTRACT TERMS AND CONDITIONS

**PRODUCT SAMPLES:** The Bidder(s) may be required to submit samples of the infant foods being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their Bid Response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will evaluate the Bid in accordance with WIC Program Regulations. The Bidder must submit a rebate proposal for each category (two categories: 1) fruits & vegetables; 2) meat & poultry) of WIC eligible infant food products. The Contract shall be awarded to the responsive Bidder offering the lowest total monthly net price.

To determine the lowest total monthly net cost per ounce, the State will utilize the following procedure: On the Bid Price Page, the Bidder will submit a price for the container size that reflects the lowest\* wholesale cost per ounce for each variety of infant foods being offered, as documented by the nationally published Commercial Wholesale Price List as of the Bid opening date. The Bidder will also submit the rebate amount per ounce for each infant food category being offered.

For each category of infant foods offered, the State will subtract the Rebate Amount Per Ounce from the Wholesale Price Per Ounce to obtain the net cost per ounce. The net cost per ounce for each category of infant foods offered will be multiplied by the Average Total Monthly Ounces for each line item. This will determine the lowest total monthly net price.

**CONTRACT AWARD:** The Contract will be awarded to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein.\*\*\* Only those Bids meeting the requirements specified in this Bid will be considered for award. Any Bidder deviating from the intent of this Bid will be considered not responsive.

For purposes of this Contract, any authorized brand of infant foods for which the Bidder submits a rebate Bid will be considered a contract brand infant food. The State WIC Agency provides no guarantee of the quantity of infant foods that will be used under a Contract awarded pursuant to this Bid.

**SUBCONTRACTING:** The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted unless approved by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc., and responsible business contacts therein. No Contractor shall engage a Subcontractor for work on this Contract without the prior written approval of the State.

**INCURRED COSTS:** The State is not liable for any costs incurred by the Bidder prior to issuing of a contract and following termination of a contract.

**ESCALATOR CLAUSE:** Any increase or decrease in the lowest nationally published Commercial Wholesale Price List of a particular infant foods awarded on Contract pursuant to this Bid after the published Bid opening date, or during the term of any pursuant Contract, shall result in a cent-for-cent adjustment in the rebate amount per ounce of that infant food to ensure the net price per ounce of that infant food is equivalent to the net price obtained in this Bid. The adjustment to the rebate amount shall be effective for Food Instruments with the first day of use during the month following the month for which the price change was effective. The Office of Procurement Services shall be notified by the Contractor, in writing, at least forty-five (45) calendar days in advance of any change in the wholesale price of the infant food. Notification shall consist of a letter to the Office of Procurement Services announcing the price(s) to be changed and shall be accompanied by a copy of the new wholesale price list. In the event that the Contractor fails to provide at least forty-five (45) calendar days notice of a price increase, the State will take the rebate adjustment at the effective date price increase.

\*Changed from highest to lowest by Addendum 2 dated 10/23/09.

\*\*Changed Rev. date from 02/01/10 to 03/01/10.

\*\*\*Removed language from Contract Award section for clarity. Information outlined in Evaluation section.

SPECIFICATIONS AND REQUIREMENTS  
FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO, INDIANA, AND WISCONSIN

I. SCOPE AND CLASSIFICATION

A. Scope

The Federal Government requires states to examine cost containment measures in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program). The purpose of this Bid is to secure a rebate contract for authorized infant foods (fruits, vegetable, meats, and poultry). The infant foods offered by the Contractor shall be designated to be Ohio, Indiana, and Wisconsin's contract brand infant foods, thereby establishing a Sole Source Rebate System.

This Bid/Contract is designated as a Cooperative Contract under the participation guidelines established by the National Association of State Procurement Officials (NASPO). Other states may join this Contract as Cooperative participants.\*\*

B. Classification

1. Contractor shall provide a rebate for all authorized infant foods (fruits & vegetables, meats & poultry) redeemed by WIC retail vendors.
2. Any other infant food produced by the Contractor and authorized by the State WIC Agency during the contract including any extensions shall receive rebate.

II. DEFINITIONS

- A. "Alternate Shoppers" are individuals designated by the participants to transact Food Instruments on behalf of the participant.
- B. "Contract Brand Infant Foods" means all authorized infant foods (fruits & vegetables, meats & poultry) produced by the manufacturer awarded the infant food cost containment rebate contract.
- C. "Food Instruments", "WIC Program Food Instruments" or WIC coupons are documents that may be exchanged/used by a participant or alternate shopper for authorized foods and contract brand specific infant foods at a WIC retail vendor location.
- D. "Participants" are eligible individuals who are receiving Food Instruments under the WIC Program.
- E. "Redeemed" means the transacted Food Instrument submitted by the WIC retail vendor for payment.
- F. "State WIC Agency" means the Indiana State Department of Health, the Ohio Department of Health, and the Wisconsin Department of Health Services.
- G. "Valid period" is the duration of time that a Food Instrument may properly be exchanged by a participant for authorized foods.
- H. "WIC retail vendors" are authorized by the State WIC Agency to exchange Food Instruments for WIC authorized foods.

\*Changed Rev. date from 02/01/10 to 03/01/10.

\*\*Removed "if authorized by NASPO."