



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
1500 Jefferson, Olympia, WA 98504

INVITATION FOR BID
Infant Formula Rebate
Western States Contracting Alliance
Part One

<u>Solicitation/Contract Number</u>	<u>Bid Due Date and Time</u>
05411	April 26, 2012 - 2:00 PM PST

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BIDS MUST BE RECEIVED & STAMPED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:

**Washington State Dept. of Enterprise Services
Office of State Procurement
1500 Jefferson Street SE, Third Floor
Olympia, WA 98501**

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1 ANNOUNCEMENT AND SPECIAL INFORMATION

1.1 INTRODUCTION

This document consists of two parts:

- Part One - Solicitation Information, with all appendices
- Part Two - Model Contract

By responding to this Solicitation the Bidder agrees to read, understand, and accept all parts of the document.

This document, and all Appendices, including Appendix A – Statement of Work, will form the Contractual agreement between the Purchasing Activity and the awarded Contractor when accepted, countersigned by the state of Washington, and a copy of the notification of the same is delivered or communicated to the Apparent Successful Bidder.

1.2 SPECIAL INFORMATION

WESTERN STATES CONTRACTING ALLIANCE

The Western States Contracting Alliance (WSCA) was formed in October 1992 by the state purchasing directors from fifteen Western States. The primary purpose of the alliance is to establish the means by which participating states may join together in cooperative multi-State contracting in order to achieve cost-effective and efficient acquisition of quality products and services. Cooperative purchases are developed by member states.

The WSCA WIC infant formula program rebates was first formed in 1992. Washington State is the lead state for this WSCA Infant Formula Rebate solicitation. As lead state, the State of Washington Department of Enterprise Services, Office of State Procurement (OSP) is responsible for the solicitation process and Contract management. Twenty-one other states and eligible organizations have elected to participate by signing a Memo of Understanding. The WSCA state agencies have all participated on the current Contract since 2007. This rebid has not been expanded to include any new state agencies or eligible organizations. Per federal regulations, no state or eligible organization can be added after the Invitation for Bid (IFB) is released to Bidders and through the end of the Contract. This Solicitation and resulting Contract shall be governed by Washington State laws, as well as federal solicitation requirements, per 7 CFR 246.16a, Infant Formula Cost Containment.

WIC PROGRAM AND INFANT FORMULA REBATES

The Special Supplemental Nutrition Program for Women, infants and Children (WIC Program), is a federally funded program carried out pursuant to the Child Nutrition Act of 1966. The program is funded primarily through the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA). State and local government funds are also used in some states.

WIC nutrition services are provided to participants at locally based WIC clinics. WIC nutrition services include health and nutrition assessment, nutrition education, breastfeeding promotion and support, a prescribed supplemental food package, and referral to social and health services. Eligibility is based on category (pregnant, breastfeeding and postpartum women, infants and

children to five years of age), income at or below 185% of the federal poverty level, and the presence of health or nutrition risk factors.

1.3 ECONOMIC AND ENVIRONMENTAL GOALS

In support of the State's economic and environmental goals, although not an Award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this solicitation:

- Support for a diverse supplier pool, including small, Minority and Women-Owned Business Enterprises (MWBE). Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms or to become certified
- Use of environmentally preferable goods and services to include post consumer waste and recycled content
- Products made or grown in Washington

2 SUMMARY OF OPPORTUNITY

2.1 PURPOSE AND SCOPE

The purpose of this IFB is to solicit and evaluate rebates for all physical forms (concentrated liquid, powder and Ready To Feed (RTF)) of a milk-based and soy-based infant formula that meets the requirements under 7 CFR 246.10(e) (1) (iii) and (2) (iii), and is suitable for the routine issuance to the majority of generally healthy, full term infants. This is a re-bid of existing Contract no. 06406 which was originally awarded in January 2007 and will expire September 30, 2012.

The Purchasing Authority is releasing this Invitation for Bid for Western States Contracting Alliance on behalf of Alaska, American Samoa, Arizona, Commonwealth of the Northern Mariana Islands (CNMI), Delaware, District of Columbia, Guam, Hawaii, Idaho, Inter Tribal Council of Arizona (ITCA), Inter Tribal Council of Nevada (ITCN), Kansas, Maryland, Montana, Navajo Nation, Nevada, Oregon, Utah, Virgin Islands, Washington, West Virginia and Wyoming, hereafter referred to as the Participating Entities. Other entities will not be permitted to participate in this Contract.

The Purchasing Authority is seeking a per unit rebate for infant formulas that qualify for a rebate under the provisions described in this Solicitation. The Purchasing Authority will Contract on behalf of the Participating Entities with the Responsive and Responsible Bidder(s) offering the lowest Total Monthly Net Cost for Milk-based and/or Soy-based infant formulas as specified on the Bid Price Sheets, Appendix C-1 and C-2.

This IFB consists of two categories, one category is for rebates for Milk-based, non-exempt infant formula and the other category is for rebates for Soy-based, non-exempt infant formula. Each category will be awarded separately. The Award(s) may be with two different manufacturers (one Award for Milk-based and one Award for Soy-based) or both Milk-based and Soy-based may be with the same manufacturer. As required by federal law, the Milk-based formula specified by the Bidder awarded the Contract will be the first choice of issuance to infants utilizing milk-based formula. Similarly, the Soy-based formula specified by the Bidder awarded the Contract for Soy-based formula will be the first choice of issuance to infants utilizing the Soy-based formula.

The awarded Contractor(s) will pay a rebate for the manufacturer's entire product line for that category meeting the definition of Milk-based Contract Infant Formula and/or Soy-based Contract Infant Formula. Respectively, the same percent discount by physical form awarded for their Primary Contract Infant Formula will be applied. The Contractor will also pay rebates on any Contract Infant Formula subsequently added to the Contract following Award.

The Participating Entities will continue to purchase and/or distribute infant formula through their existing retail food delivery systems. Participating Entities will provide guidance to local WIC clinic staff regarding policies/protocols for using Primary Contract Infant Formula as the first choice of issuance. Current policies and/or protocols for each Participating Entity are in Appendix G. Participating Entities reserve the right to revise policies/protocols with the Award of a new Contract. If revised, policies/protocols will be subject to United States Department of Agriculture (USDA), Food and Nutrition Services (FNS) approval.

2.2 PURCHASERS

See Section 2.1 above for names of all Participating Entities.

2.3 CONTRACT TERM

The initial term of this Contract is three (3) years from date of Award with the option to extend for additional term(s) or portions thereof. Extension for each additional term or portion thereof shall be exercised at the sole discretion of the Purchasing Authority upon written notice to Contractor. The Purchasing Authority reserves the right to extend with all or some of the Contractors, and the right to extend the whole Contract or portion of the whole, as solely determined by the Purchasing Authority. The total Contract term, including the initial term and all subsequent extensions, shall not exceed six (6) years unless an emergency exists and/or special circumstances require a partial term extension.

- a. The initial term of the Contract will be effective October 1, 2012 through September 30, 2015.
- b. Contract extensions will be executed eighteen (18) months in advance of Contract expiration date.
- c. Contractor must respond within forty-five (45) calendar days following OSP's notification of extension.
- d. All terms and conditions of the Contract will continue in force in the event of a Contract extension.

2.4 ESTIMATED USAGE

Based on past usage, it is estimated that rebates paid to the Participating Entities over the initial three year term of the Contract may approximate \$615,032,800. This estimate is provided solely for the purpose of assisting Bidders in preparing their Bid. The Purchasing Authority does not represent or guarantee any minimum usage. Estimated usage data as stated herein is not binding. Estimates are based on past usage and are not guaranteed.

2.5 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

2.6 NO BEST AND FINAL OFFER

The Purchasing Activity reserves the right to make an Award without further discussion of the Response submitted; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

3 INSTRUCTIONS TO BIDDERS

This section contains instructions for Bidders regarding the preparation and submission of a bid.

3.1 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

- Properly registering with the Department of Enterprise Services' WEBS at <http://www.ga.wa.gov/Business/register.htm> and maintaining an accurate Vendor profile in WEBS.
- Downloading the Solicitation consisting of all Appendices and incorporated documents related to the Solicitation for which you are interested in bidding.
- Downloading all current and subsequent Amendments to the Solicitation to ensure receipt of all Solicitation documents.

Notification of Amendments to the Solicitation will only be provided to those vendors who have registered with WEBS and have downloaded the Solicitation from WEBS. Failure to do so may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information, or a bidder submitting an incomplete, inaccurate, or otherwise inadequate bid or proposal.

Bidders accept full responsibility and liability for failing to receive any Amendments resulting from their failure to register with WEBS and downloading the Solicitation from WEBS, and hold the state of Washington harmless from all claims of injury or loss resulting from such failure.

3.2 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in response to this Solicitation or as a SubContractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an Award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

3.3 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative who will be the principal point of contact for the Procurement Coordinator for the duration of the Solicitation process. This information should be provided in Appendix B Bidder Profile.

3.4 AUTHORIZED COMMUNICATION

Upon release of this solicitation, all Bidder communications concerning this Solicitation must be directed to the Procurement Coordinator. Unauthorized contact regarding this solicitation with other state employees or purchasing entities may result in disqualification. All oral and written communications will be considered unofficial and non-binding on the Purchasing Activity. Bidders should rely only on the official Solicitation and Solicitation Amendments, if applicable.

3.5 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders are responsible for communicating to the Procurement Coordinator any issues, exceptions, additions, or omissions concerning the Solicitation on or before "Questions Due" date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the "Questions Due" date and time (defined in Section 5.2 Projected Schedule of Events). If changes result, written Amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

Bidders are encouraged to communicate as early in the process as possible in order to give OSP an appropriate period of time to consider and respond. OSP is not required to respond to questions asked after the "Questions Due" date and time.

Additionally, failure to notify the Purchasing Activity by the deadline may be considered by the Purchasing Activity to be a waiver of the issue by the Bidder for protest purposes. If Bidder submissions result in changes to the Solicitation, written Amendments will be issued and posted on WEBS.

3.6 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this Solicitation. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The Purchasing Activity reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this Solicitation and to waive informalities in a Bid or Proposal. Informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on the evaluation and quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

3.7 WITHDRAWAL OR MODIFICATION OF RESPONSE

Bidders are liable for all errors or omissions contained in their Responses.

- a. After bid submittal but prior to bid opening

Bidder may modify or withdraw his/her Bid at any time prior to the due date and time set for bid opening by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder (Re-codified WAC 200-300-105).

b. After bid opening

No Bid shall be altered or amended. The Purchasing Activity may allow a Bid to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder who claims error and fails to enter into a Contract with the State of Washington may not participate in bidding on the same commodity or service if the solicitation is subsequently reissued by the Purchasing Activity (Re-codified WAC 200-300-110).

4 SOLICITATION OVERVIEW

4.1 ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services, Office of State Procurement issues this Solicitation acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 which establishes DES and regulates the manner in which state agencies may acquire goods and purchased services.

4.2 SOLICITATION AMENDMENTSS

Prior to submittal due date and time, the Purchasing Activity reserves the right to change portions of this Solicitation. Any changes or corrections will be by one or more written Amendments(s), dated, attached to or incorporated in and made a part of this Solicitation document. All changes must be authorized and issued in writing by the Purchasing Activity. If there is any conflict between Amendments, or between an Amendments and the Solicitation, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original Solicitation directly via WEBS will receive notification of Amendments and other correspondence pertinent to the procurement.

The Amendments(s), if any, will detail any additional instructions that may require the Bidder to provide additional documents, material, samples, etc., and if the Amendments must be signed and returned as a Submittal with your Bid. When in doubt, sign and include the Amendments in the Bid along with any other required submittal documents.

4.3 CONTRACT FORMATION

A Response submitted to this Solicitation is an offer to Contract with the Purchasing Activity. A Response becomes a Contract only when legally awarded and accepted in writing by the Purchasing Activity. The Purchasing Activity's expression of Award is made by the Purchasing Activity signing the signatory page and communicating a copy back to the Bidder. If the Award needs to be clarified then the Purchasing Activity will include an accompanying Award Letter that is incorporated by reference as part of the Contract. Appendix A of this document represents a major portion of the resulting Contract, with applicable language from this section duly incorporated.

4.4 INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's response will be incorporated into the resulting Contract.

4.5 RIGHT TO CANCEL

The Purchasing Activity reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

Under some circumstances cancellations are necessary and may be made without penalty to the Office of State Procurement and the State of Washington. Solicitations may be canceled under Revised Code of Washington 43.19.1911 (4) and Awards may be cancelled under Washington Administrative Code 200-300-140.

4.6 NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply goods and purchased services specified herein to the state of Washington Purchasers, neither the Purchasing Activity nor the Purchasers are endorsing the Bidder's goods and purchased services, nor suggesting that they are the best or only solution to their needs.

5 TIMELINE

5.1 PROCUREMENT SCHEDULE

The timeline listed below is a projected schedule. The Purchasing Activity reserves the right to change the schedule. Notification of Amendments to the procurement schedule prior to Bid Due Date/Time, will be sent electronically to all properly registered users of the Department of Enterprise Services' Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs who downloaded this Solicitation from WEBS.

Date	Event
March 21, 2012	Issue Solicitation Document (Download from www.ga.wa.gov/webs)
April 4, 2012	Bidders' Written Questions Due (2:00 pm PST)
As Needed-up until April 19, 2012	Clarifications and Written Responses to Bidders Questions by Amendment #1, to be posted to WEBS by April 19, 2012
April 26, 2012	Bid Submittals Due (2:00 pm PST) and Public Bid Opening
April 27, 2012	Bid Evaluations Begins
May 3, 2012	Notice of Intent to Award Issued
May 10, 2012	Anticipated Award Date
October 1, 2012	Contract Start Date

5.2 BIDDER'S QUESTIONS AND INQUIRES

All questions related to the Solicitation are to be directed to the Procurement Coordinator. Any resulting changes to the bid document(s) will be issued via a written Amendments and notification of Amendments(s) will be posted on The Purchasing Authority's Washington's Electronic Business Solution (WEBS) system. All inquiries are to be in writing/email and shall reference the appropriate section and paragraph number. Questions must be submitted within the timeframe noted in the above Procurement Schedule in order to be considered in the response Amendments #1. Only answers/clarifications/changes provided by written Amendments to the

Solicitation document(s) are binding. Oral and written interpretations (including e-mail) have no legal effect.

6 PREPARATION OF RESPONSE

6.1 SUBMISSION OF RESPONSE

Original, signed (in ink), sealed, labeled Bid Response must be received at the specified location on or before the Bid Due date and time as identified herein. Bidder bears all responsibility for including all submittal documents with their Bid Submittal. Time of receipt will be determined by the official time stamp located at the Purchasing Activity. If a Bid Response is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the Bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Response receipt is preserved.

6.2 BID SUBMITTAL FORMAT

In addition to a hard copy submittal of the bid Price Sheets, Bidder should also submit a copy of the completed Bid Price Sheet(s) in MS Excel Format (See Appendix C) on a CD or flash drive.

In the event that the hard copy of the Bid Price Sheets and the electronic copy of the Bid Price Sheets do not agree, the hard copy with wet signature will prevail.

Hard copy Bid Responses must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. Electronic copies of the Bid Price Sheets should be submitted in the format described in the solicitation (for example MS Word, MS Excel, but not PDF). All changes and/or erasures shall be initialed in ink. Unsigned Bid Responses will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Response, such as a signed cover letter. Incomplete or illegible Responses may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Bidders are encouraged to use double-sided printing and recycled materials. Bidders are highly encouraged to refrain from submitting Responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

6.3 BID IDENTIFICATION AND DELIVERY

To facilitate proper delivery and processing, Bids must be delivered in sealed envelopes, boxes or other method of sealed containment addressed to the Purchasing Activity with the following information clearly identified on the outside of the package:

- Bidder's Name
- Bidder's Address
- Solicitation Name & Number
- Bid Due Date and Time

Purchasing Activity physical delivery location:

Department of Enterprise Services
Office of State Procurement
1500 Jefferson Street SE, Third Floor
Olympia, WA 98501-2355
Attn: Kevyn L. Davidson

6.4 BID OPENING PROTOCOL

Per WAC-200-300-100, on the date indicated in the solicitation document, at the time and location indicated in same, all Bids will be publicly opened and only pertinent information, as determined by the Purchasing Activity, for recording purposes necessary to comply with Federal requirements, will be read aloud. In accordance with the Child Nutrition Act of 1966, as amended through Public Law 111-296-December 13, 2010 124 Stat. 3255 (B) (II)-(iii), all bid packages properly and timely received according to IFB instructions on or before the bid due date and time will be publicly opened and read at the date and time stated above. The pertinent information read at the bid opening will consist of Bidder's name, product name being bid, physical form, unit size, Manufacturer's Lowest National Wholesale Price, rebate bid per unit, net cost per unit and total net cost per month as found on Bidder's Bid Price Sheets for milk-based infant formula and/or soy-based infant formula.

NOTE: Response information, including Bid Price Sheets, will not be made available for public disclosure until after Award of the Contract consistent with RCW 43.19.1911(8). After Award, information regarding results of the Solicitation may be obtained by contacting the Procurement Coordinator.

6.5 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon Award, electronic notification may be sent to all Bidders. After Award, information regarding results of the Solicitation may be obtained by accessing www.ga.wa.gov or by contacting the Procurement Coordinator. Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

6.6 BID PRICING

Pricing and rebates submitted in response to this Solicitation must include all cost components associated with the goods and/or services described in this Solicitation.

Failure to identify all costs in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

7 SUBMITTALS, BID EVALUATION AND AWARD

7.1 REQUIRED SUBMITTALS

A) AUTHORIZED OFFER AND CONTRACT SIGNATURE PAGE

Subject to WAC 200-300-060, Bidders must establish their intent to be bound by their Response. As the preferred method of communicating their intent, Bidders must print, sign, and include with their Response a hard copy of the Authorized Offer and Contract Signature Page.

Washington State law and this Solicitation requires the Response to have an original wet ink signature(s) (preferably blue ink) that demonstrates the Bidder's firm offer commitment and acknowledgement and acceptance of the resulting Contract's terms and conditions as written by the state. The Purchasing Activity treats Responses as firm offer commitments for the Purchasing Activity's review and evaluation that will result in an Award if accepted and awarded by the Purchasing Activity in full or part.

The Procurement Coordinator will review for compliance with laws, code, and material aspects of the Solicitation. Bidders failing to sign their Response as indicated above may be disqualified from receiving an Award.

B) BIDDER PROFILE

Provide a completed, signed hard copy of the Bidder Profile form (see Appendix B) with the Bid Response. The Bidder Profile aids the Purchasing Authority in its responsibility analysis as it includes important Bidder information (ie: business references) required for a thorough evaluation.

The Procurement Coordinator will review all submittals for completeness. Failure to provide complete information as instructed may result in a non-responsive Bid causing the Bid to be rejected.

C) CONTRACTOR REGISTRATION AND CERTIFICATION

The Bidder will certify to the Purchasing Authority, via Appendix B, Bidder Profile, that its company is registered with the Secretary of Health and Human Services under the federal Food, Drug and Cosmetic Act and that its infant formulas satisfy FDA requirements, are in compliance with the Infant Formula Act of 1980 and all Amendments, including all federal regulations issued pursuant to the Act. This certification is a requirement of 7 CFR 246.10(g) and 7 CFR 246.16a(j)(2).

D) SOLICITATION AMENDMENTS

Bidder is to print their company name and their own name, sign and include with their Bid Response a hard copy of any Solicitation Amendments(s) that are posted after the release of the Solicitation.

Subject to WAC 200-300-060, the Amendments will include any signature pages, forms intended by the Purchasing Activity, or other instructions to be completed by the Bidder as a Submittal. The Purchasing Activity prefers blue ink when signing this document. Any

Amendments is provided to Bidders via WEBS and may or may not require its return as a signed Submittal. When in doubt, sign and include with your Response. Bidder must also review and comply with the instructions detailed within any Solicitation Amendments.

The Procurement Coordinator will review for compliance with laws, code, and material aspects of the Solicitation Amendments(s). Failure to sign the Amendments(s) as indicated or failure to comply with the requirements of the Amendments(s) as instructed may result in a non-responsive Bid causing the Bid to be rejected.

7.2 SUBMITTAL CHECKLIST

The checklist below is provided for Bidder's convenience only and identifies the documents to be included in the Bid Response. Any Bid Response received without any one or more of these submittals may be rejected as being non-responsive.

Item	Location	Required Submittal	✓
1	Part One	A hard copy of the Authorized Offer and Contract Signature Page with an original signature (See <u>Authorized Offer and Contract Signature Page</u>)	<input type="checkbox"/>
2	N/A	All required Solicitation Amendments(s), signed if requested	<input type="checkbox"/>
3	Part Two	A completed (legal notices) hard copy of Part Two – Model Contract	<input type="checkbox"/>
4	Part One	A hard copy of Appendix A – Statement of Work	<input type="checkbox"/>
5	Part One	A signed, completed hard copy of Appendix B – Bidder Profile with all required documents	<input type="checkbox"/>
6	Part One	A signed, completed hard copy of Appendix C-1 and C-2 – Bid Price Sheets, including a hard copy of the Bidder's Nationally Published Lowest Full Truckload Wholesale Price List effective on the date and time of Bid Submittal and Opening	<input type="checkbox"/>
7	Part One	A signed, completed hard copy of Appendix H - USDA Debarment Certification	<input type="checkbox"/>

7.3 EVALUATION AND AWARD OVERVIEW

In accordance with the Standard Terms and Conditions set forth in Part II, the Purchasing Activity intends to Award the Contract to the responsive and responsible Bidder offering the lowest Total Monthly Net Price as specified on the Primary Milk-Based Infant Formula Bid Price Sheet (Appendix C-1) and to the responsive and responsible Bidder offering the lowest Total Monthly Net Price as specified on the Primary Soy-Based Infant Formula Bid Price Sheet (Appendix C-2).

The Awards will be made on an “All-or-none” basis within each category. The Purchasing Activity reserves the right to Award the Contract either to a single supplier for both milk based and soy based, or one supplier for milk-based formula and one supplier for soy-based formula. The evaluation methodology and collection of Bid information are consistent with those required by USDA-FNS in 7 CFR 246.

No rejection notice will be sent to unsuccessful Bidders. Bidders whose Bids are determined to be non-responsive may be rejected and notified of the reasons for such rejection.

Subject to the provisions of RCW 43.19.1911 and Chapter 200-300, the Purchasing Activity reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items Bid unless the Bidder conspicuously stipulates all or nothing in their Bid; (4) Cancel a Solicitation and re-solicit Bids; (5) Award on an all or none consolidated basis taking into consideration “lifecycle costs”; and (6) Award in aggregate when in the best interest of the State. The evaluation process may not necessarily follow the particular order listed.

To aid in the Bid evaluation process, after Bid due date and time, the Purchasing Activity may seek clarification or require individual Bidders to appear at a date, time and place determined by the State for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of the Contractual requirements. In no manner shall such action be construed as negotiations or an indication of the State’s intention to Award.

7.4 EVALUATION PROCESS

Phase One: Initial Determination of Bid Responsiveness

Responses will be reviewed initially by the Purchasing Activity to determine on a pass/fail basis compliance with administrative requirements as specified herein, to include but not limited to the following:

- ✓ Did the Bid arrive on or before the due date and time?
- ✓ Did the Bid arrive in a sealed container/envelope, clearly marked with Solicitation Name/Number?
- ✓ Was the Bid signed with an original signature on the Authorized Offer and Contract Signature Page (Bidder’s acknowledgement of obligation to Contract under Purchasing Authority’s terms and conditions if awarded)?
- ✓ Were all required Submittals materially completed and submitted in the required format, as detailed in Section 7.2 *Checklist*, allowing the Bid to be evaluated?

Phase Two: Determination of Bidder Responsibility:

Bidder Responsibility will be determined according to RCW 43.19.1911 (9), or other criteria identified in the Solicitation, which states, in part:

In determining "lowest responsible Bidder", in addition to price, the following elements shall be given consideration:

(a) The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;

(b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

(c) Whether the Bidder can perform the Contract within the time specified;

(d) The quality of performance of previous Contracts or services;

(e) The previous and existing compliance by the Bidder with laws relating to the Contract or services;

(f) Such other information as may be secured having a bearing on the decision to Award the Contract: PROVIDED, That in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible Bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the state, first consideration shall be given by state purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the state over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

The Purchasing Activity reserves the right to determine at its sole discretion whether a Bidder's Response to the requirements (responsiveness) of the Solicitation is sufficient to pass. If all responding Bidders fail to meet any single requirement, the Purchasing Activity may take reasonable steps to waive immaterial requirements for all Bidders or to reject all Bids.

During Bid evaluation, the Purchasing Activity reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in Bid response being rejected as non-responsive.

7.5 BID PRICE SHEET SUBMITTALS

Only Responses that pass Phase One and Two will be further evaluated based on the requirements in this Solicitation and as follows:

- Bid Price Sheet(s) 1 and 2 will be evaluated to verify that all pricing cells have been completed, verify that the total cost for all line items is correct, and the Bid Price Sheet is signed.
- The Responsive/Responsible Bidder offering the lowest Total Monthly Net Wholesale Cost will be determined to be the apparent successful Bidder.

Bidders are required to submit pricing for all mandatory items listed on Bid Price Sheet(s) (see [Appendix C](#)). Failure to provide pricing for all items listed may be cause for Bid rejection. Bidders may submit a bid for milk-based or soy-based infant formula or both. Bidders must submit one complete response to this IFB using the format provided herein to be considered responsive. Bidders offering rebates on both milk-based and soy-based products are required to submit only one complete response packet including both the Bid Price Sheets (Appendices C-1 and C-2). Bidders are specifically notified that failure to comply with any part of the IFB may be cause for Bidder's submittal to be deemed non-responsive and therefore rejected.

7.6 BID PRICE SHEET INFORMATION AND INSTRUCTIONS TO BIDDERS

Instructions apply to both Appendix C-1, Bid Price Sheet for Milk-Based Formula, and Appendix C-2, Bid Price Sheet for Soy-Based Formula. All Bid Price Sheets are password protected.

Note: Appendix C-3, Display of Formulas in the Bid Price Sheets, is provided for reference only and does not need to be returned with Bid submittal. This Appendix consists of an Excel Spreadsheet used to illustrate the mathematical formulas that were used to calculate the cells on Bid Price Sheet 1 and Bid Price Sheet 2.

The data in the Bid Price Sheets provides the standardized number of units of infant formula, by physical form (liquid concentrate, powdered, and ready-to-feed). The data is equivalent to the total number of reconstituted ounces, by physical form, needed to issue the maximum monthly allowance of infant formula to infants by infant food package for the Participating Entities. List the standardized number of units of infant formula by physical form to be bid upon (liquid concentrate, powdered and ready-to-feed). This number must be equivalent to the total number of reconstituted ounces, by physical form, needed to be issued the maximum monthly allowance of infant formula to infants by infant food package.

Participating Entities average monthly infant participation by formula type and physical form, and total ounces for bid evaluation are provided as information to the Bidders and for evaluation purposes only. They do not reflect actual usage. Participating Entities do not guarantee the quantity, unit size and/or physical form purchased under the Contract.

Bidder must submit the most favorable and complete Bid for evaluation purposes by the Bid response deadline. The Purchasing Activity is not obligated to ask for or accept, after the closing date, data that are essential for a complete and thorough evaluation.

Fill in the Bidder's company name, the Primary infant Formula for which the rebate is being offered, and the dollar values as requested in the instruction on the Infant Formula Bid Price Sheets.

For liquid concentrate and ready-to-feed infant formula, fill in on the line that represents the unit size of the Primary Infant Formula for which the rebate is offered. The remaining unit sizes' lines for liquid concentrate and ready-to-feed formulas should be left blank.

The Bid Price Sheet will automatically sum column N to arrive at Total Net Price Per Month.

Sign in blue ink and date the Bid Price Sheet(s). The signature must be that of a representative of the Bidder's company authorized to make the Rebate offer.

Bid Price Sheet #1: - Must be completely filled out, signed and returned with Bid submittal.

The prices entered in column H (on Bid Price Sheet #1) must be taken from the bidder's nationally published best full truckload wholesale price list in effect at the time of Bid submittal/opening. A dated copy of this price list must be provided with the Bid.

Values entered in columns H, I, J and K on Bid Price Sheet #1 must be carried out four places past the decimal.

Data entry fields are in bold in the yellow sections. Use the tab or arrow keys to move between the fields. Fill in only one unit size for each physical form.

Step 1 – Bidder is to fill in the manufacturer's name, product name, UPC code, powdered unit size, and powdered reconstituted ounce per unit. For liquid concentrate and Ready-to-Feed, fill out the row that corresponds to the unit size of the infant formula for which the Bidder is submitting a bid.

Step 2 – Bidder is to fill in the Manufacturer's Lowest National Wholesale Full Truckload Price.

Step 3 – Bidder is to fill in the Rebate Bid per Unit.

Step 4 – The Net Cost per Unit will automatically calculate and populate, using the following the formula: Manufacturer's Lowest National Wholesale Full Truckload Price minus Rebate Bid per Unit.

Step 5 – The Percent Rebate will automatically calculate and populate, using the following formula: Rebate Bid per Unit divided by Manufacturer's Lowest National Wholesale Full Truckload Price.

Step 6 – Bidder must sign the Bid Price Sheet.

Bid Price Sheet #2: Must be completely filled out, signed and returned with Bid submittal.

All bolded cells will automatically populate from the information entered on page 1 of the bid sheet. To view the formulas for the cells within this page, see Appendix C-3, Display of Formulas in Bid Sheet. The values listed on the infant Formula Bid Sheets and data sources for those values are explained as follows:

- Column A: Row headers only.

- Column B: The unit size and physical form of infant formula for which Bids are being requested. Values in this column are carried over from data entered on page 1, column D, Product Name Being Bid and column F, Unit Size (powdered only).
- Column C: The reconstituted number of ounces per unit. For powdered only, value in this column is carried over from data enter on page 1, column G, Reconstituted Ounce per Unit.
- Columns D, E and F: The information in these cells is from 7 CFR 246.10(e)(9)(Table 1).
- Columns G and H: The monthly average number of infants in the Participating Entities by formula type and physical form, excluding exclusively breastfed infants and infants using Exempt infant formula. Appendices D-1 and D-2 list the six-month average number of infants using each formula type and physical form. The months averaged are January 2011 through June 2011.
- Column I: Values in this column are the standardized number of total monthly reconstituted ounces by physical form for evaluation purposes.
- Column J: Values in this column are the standardized total number of monthly units by physical form for evaluation purposes.
- Column K: Bidder's nationally published best full truckload wholesale price per unit, at the time of bid opening, for each unit size and physical form of the infant formula for which a rebate is being offered. Values in this column are carried over from data entered on Sheet 1, column H, Manufacturer's Lowest National Wholesale Price.
- Column L: Rebate offered for the formula type and physical form that applies. Values in this column are carried over from data enter on page 1, column I, Rebate Bid per Unit.
- Column M: Values in column K less the values in column L.
- Column N: Values in column M multiplied by the values in column J for each formula type and physical form that applies. The column is totaled to determine the total monthly net cost for evaluation.

Bidder must sign the Bid Price Sheet.

7.7 AWARD

Awards shall be made to the Responsive and Responsible Bidder, per category, offering the lowest Total Monthly Net Wholesale Cost for a standardized number of units of infant formula. In the event more than one bidder submitted bids for the exact same Total Monthly Net Wholesale Cost, the Purchasing Authority will consult with the Participating Entities to determine what, if any, mitigating factors should be taken into consideration to break the tie.

7.8 NOTIFICATION OF APPARENT SUCCESSFUL BIDDER

All Bidders responding to this Solicitation may be notified through an Intent to Award when the Purchasing Activity has determined the Apparent Successful Bidder(s). The date of announcement of the Apparent Successful Bidder will be the date of the notification from the Purchasing Activity.

A Bidder's Response to this Solicitation is a firm offer for the Purchasing Activity's review and acceptance and no further negotiation is required to complete the Award.

Purchasing Activity reserves the right to announce Intent to Award prior to actual Award. Should the Purchasing Activity elect to do so, notification will be made by any reasonable means including email.

Designation as an Apparent Successful Bidder does not imply that the Purchasing Activity will issue an Award to your firm. It merely suggests that at this moment in time the Purchasing Activity believes your bid to be responsive. This designation allows the Purchasing Activity to perform a responsibility analysis and ask for additional documentation. The Purchasing Activity is at liberty to review and determine whether the Bid is truly responsive as initially believed. The Bidder must not construe this as a notification of Award, impending Award, an attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

7.9 AWARD NOTIFICATION

After all considerations, all Bidders responding to this Solicitation will be notified when the Purchasing Activity has confirmed its Award.

The date of announcement of the Award will be the date of the electronic notification via Washington Enterprise Business Solutions (WEBS) by the Purchasing Activity.

7.10 PROTEST PROCEDURE

See Appendix K.