



Department of Health

Invitation for Bids

IFB # - 20316

WIC Infant Cereal Rebate

Issued: September 26th, 2023

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the “**Department**” or as “**DOH**”) identifies the following designated person to whom all communications attempting to influence the Department’s conduct or decision regarding this procurement must be made.

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PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department ^ identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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1.0 CALENDAR OF EVENTS

IFB # 20316: WIC INFANT CEREAL REBATE	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	September 26, 2023
Deadline for Submission of Written Questions	October 17, 2023 5:00 p.m. ET
Responses to Written Questions Posted by DOH	On Or About November 7, 2023
Deadline for Registering for Public Bid Opening	November 16, 2023
Deadline for Submission of Bids	On Or Before November 21, 2023 2:00 p.m. ET
Public Bid Opening	November 21, 2023 2:30 p.m. ET
<u>Anticipated</u> Contract Start Date	May 1, 2024

2.0 OVERVIEW

Through this Invitation for Bids (“IFB”), the New York State (“NYS”) Department of Health (the “Department” or “DOH”) is seeking competitive bids from qualified Special Supplemental Nutrition Program for Women, Infants and Children (WIC) eligible infant cereal manufacturers as further detailed in [Section 4](#). (DETAILED SPECIFICATIONS). It is the Department’s intent to award one (1) contract from this procurement. The winning bidder shall enter into a contract to manufacture federally-WIC-eligible infant cereals and provide a rebate on all such cereals that NYS WIC chooses to issue and that are purchased by NYS WIC participants using their WIC food benefits

2.1 Introductory Background

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) is a federally and state-funded program carried out pursuant to provisions of the Child Nutrition Act and to federal and New York State laws, regulations, and policies. The program is funded through the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) and the Division of Nutrition (DON) of the New York State Department of Health. The NYS WIC Program serves low-income pregnant, postpartum, and breastfeeding women, infants, and young children who are at nutritional risk due to medical conditions or inadequate dietary intake. NYS WIC is an adjunct to health care, providing nutrition education and prescribed food packages to the targeted population.

The NYS Special Supplemental Nutrition Program for Women, Infants and Children (WIC) provides breastfeeding support, nutrition counseling, health education, health care referrals, referrals to other services, and nutritious foods to approximately 390,000 women, infants and children each month through 88 local providers (hospitals, local health departments and community-based organizations) at 400 service sites. The fundamental purpose of the program is to ensure the health and well-being of income eligible families with young children. WIC provides individually tailored food prescriptions issued to each participant for specific types and brands of foods that

meet strict nutrition requirements. These food benefits, currently valued at nearly \$400 million annually, can be redeemed at more than 2,800 authorized retail food vendors across the state.

The NYS WIC program provides infant cereal to eligible participants through a retail purchase system. This uniform delivery system is utilized statewide through contracts with retail food vendors that agree to accept WIC benefits issued for specified authorized foods. All contracted vendors must comply with federal requirements set forth in [7 CFR, Part 246.12](#).

WIC benefits are issued by local WIC local agencies at clinic sites throughout the state to certified eligible participants or participants' authorized representative(s). While infant cereal is primarily issued to infants, it may also be issued to children and women with qualifying medical conditions if it is prescribed by the health care provider. Benefits may be issued for up to a three-month period but will be loaded on the participant's EBT benefit card in 30-day increments. Issued infant cereal benefits specify the quantity, container size, and brand name of the infant cereal which may be purchased at WIC authorized vendors within the 30-day benefit period loaded on the EBT benefit card. The transaction is directly submitted to NYS WIC's EBT Contractor and is processed for payment within 2-3 business days.

The average monthly number of 8-ounce units of infant cereal redeemed during April-September 2022 was 68,222.

Table 1 depicts the NYS WIC program's caseload over a recent six-month period, with detail provided on the number of infants eligible to receive WIC infant cereal. Infants over six months old may be issued up to three, 8-ounce units of infant cereal.

**Table 1 - NYS WIC
Caseload Statistics***

Month	Total Caseload	All Infants	All Infants Over Six Months Old
April 2022	390,900	85,159	42,842
May 2022	393,516	85,367	43,286
June 2022	394,128	85,261	43,421
July 2022	393,191	84,533	43,231
August 2022	396,867	85,211	42,991
September 2022	400,052	85,212	42,623
Six-Month Average	394,776	85,124	43,066
* No assurance is given that this amount of infant cereal is predictive of future redemption amounts.			

Using the six-month average from Table 1, the maximum amount of infant cereal that could be provided to the participant mix is 129,198 8-ounce units per month (43,066 X 3). This is higher than actual redemption amounts; however, this capacity is required to accommodate potential caseload increases or program expansions during the contract period. This amount is being used as the basis of the "estimated number of 8-ounce units purchased per month" on [Attachment B - 2023 Infant Cereal Rebate Bid Workbook \(Bid Form\)](#).

Table 2 shows the distribution of all infant WIC participants and WIC-approved vendors across the State as of September 2022.

Table 2 Regional* Distribution of Eligible Infants and WIC Vendors

Category	Capital / Central		Western		Metropolitan	
	No.	Percent	No.	Percent	No.	Percent
Total Infant WIC Participation per Region	11,462	13.45%	10,636	12.48%	63,114	74.07%
WIC Vendors per Region	443	15.55%	304	10.67%	2,102	73.78%
*See Attachment C- New York State WIC Program Regions						

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this IFB in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed to by the Department during the Question and Answer Phase of this IFB** (see, [Section 5.2](#)). Please note that this IFB and the awarded Bidder’s Bid will become part of the Contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), “Standard Clauses for New York State Contracts”, contains important information, terms and conditions related to the Contract to be entered into as a result of this IFB and **will be incorporated, without change or amendment**, into the Contract entered into between DOH and the successful Bidder. By submitting a response to this IFB, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder’s Certified Statements, **must** be submitted by each Bidder and includes a statement that the Bidder accepts, **without any added conditions, qualifications or exceptions**, the contract terms and conditions contained in this IFB including any exhibits and attachments, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a Bidder to this IFB should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1](#), (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by DOH after contract award. Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all Bidders equally.

2.3 Term of the Agreement

The term of the Contract that will be entered into pursuant to this IFB between the Department and the successful Bidder is expected to be for a period of five years commencing on the date shown on the Calendar of Events in [Section 1](#), subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

3.0 MINIMUM QUALIFICATIONS TO BID

The NYSDOH will only accept Bid proposals from Bidders who meet all of the following specified minimum requirements:

- Must have a minimum of three (3) years of experience manufacturing infant cereal.
- Must have a product recall program that provides for immediate notification to all direct purchasers of the company’s products.
- Must produce 100 percent of the NYS WIC infant participants’ maximum issuance amount (the most recent monthly average is 129,198 8 oz. units- See [Table 1](#)) of infant cereal. This capacity will be required to be maintained for the duration of the contract.
- Must be capable of distributing their infant cereal, directly or via wholesalers/distributors, to retail outlets throughout New York State. This capability will be required to be maintained for the duration of the contract.

For the purposes of this IFB, a “prime Contractor” is defined as one who, in relation to a given project, job or product, has the contract with the owner of a project or job, or entity procuring the product, and has full responsibility for the successful completion or delivery of the project or job or product pursuant to the terms of the contract.

Bidders must submit documentation that provides evidence of meeting the minimum qualifications to bid. Failure to meet these minimum qualifications will result in a bid proposal being found non-responsive and eliminated from consideration.

4.0 DETAILED SPECIFICATIONS

Infant cereal manufactured by the bidder must meet the requirements laid out in [Section 4.2](#) (Bid Requirements).

This section describes specifications that are required to be provided by the successful Bidder. The selected Bidder must be able to provide all of these products or services throughout the contract term.

PLEASE NOTE: To be considered responsive, a Bidder will be required to provide responses that address all of the requirements of this IFB as part of its Bid.

For purposes of this IFB, the terms “shall”, “must” and “will” are used interchangeably when describing the requirements for a Bidder’s responsive Bid or the Contractor’s duties under the Contract to be entered into between the Department and the successful Bidder.

4.1 Definitions

Benefit Start Date	The date the WIC food benefit becomes available for redemption on the WIC EBT card.
Bid cereal	The infant cereal with the lowest total monthly net wholesale cost to the state manufactured by the bidder that meets federal WIC guidelines.
Electronic Benefit Transfer (EBT)	A method that permits electronic access to WIC food benefits using a card or other access device approved by the State.
Issue date	The date benefits are assigned to a participant using the WIC EBT card.
Issue month	The month in which the WIC food benefit “benefit start date” date falls.
Issued during the contract period	Refers to WIC food benefit with a “benefit start date” falling between the contract effective date and the end date of the contract.

Net Wholesale Cost	The difference between a manufacturer's lowest national wholesale price per unit of infant cereal and the rebate offered by the manufacturer.
Redemption date	The date on which the food item is redeemed at an WIC authorized vendor.
Redemption month	The month in which the redemption date falls.
WIC eligible infant cereal	All infant cereal that meets federal regulatory criteria, regardless of whether the cereal is issued by any state WIC agency.
Wholesale Price	The price established by manufacturers for bulk sales of infant cereal for distribution to retail grocery stores.

4.2 Bid Requirements

a. Cereal Varieties

The bidder must provide a minimum of three (3) types of dry, plain infant cereal, including:

- Single grain rice
- Single grain oatmeal
- A minimum of one additional variety (for example barley, whole wheat, multi-grain etc.)

b. Production

- Must produce infant cereal in eight (8)-ounce containers.
- Must produce infant cereal in a manner that meets or exceeds all federal, state and industry standards and requirements. ([7 CF 246.10 table 4](#))
- The required infant cereal varieties must be in production and listed on the bidder's national wholesale price list as of the date of the bid submission.

c. Product Quality

- Product must comply with all federal regulations pertaining to infant cereal. ([7 CF 246.10 table 4](#))
- Product must contain a minimum of 45 milligrams of iron per 100 grams of dry cereal.
- Each cereal must be the same as furnished to the general trade.

d. Product Exclusions

- Infant cereals containing infant formula, milk, fruit, or other non-cereal ingredients are not allowed.
- Containers with individual serving packets will not be considered.

4.3 Product or Service Requirement

- DOH must receive written notice at least 90 days in advance of any changes in labels, container size, reformulation, UPC number, and product discontinuation necessitating food package changes that come into effect for any infant cereal produced by the contractor and approved by the NYS WIC program during the contract period or the subsequent redemption period of food benefits issued during the contract period. If information about a planned change is considered by the contractor to potentially cause substantial injury to the contractor's competitive position if it became public, the contractor should designate which information is confidential and the DOH will maintain the information in a confidential manner. If the contractor introduces a new WIC-eligible infant cereal that meets the criteria

in [Section 4.2](#) during the contract period, an announcement of such must be communicated to NYS WIC at least 90-days prior to inviting orders for the product.

- b. The contractor must guarantee availability of NYS WIC-approved contract cereal to all the program's authorized vendors through currently used marketing channels or practices or make such distribution changes as needed to guarantee availability. The maximum amount of infant cereal that could be provided to the participant mix is 129,198 8-ounce units per month (43,066 X 3). This is higher than actual redemption amounts; however, this capacity is required to accommodate potential caseload increases or program expansions during the contract period.
- c. WIC retail vendors are responsible for ordering and stocking adequate levels of contract cereal made available by the contractor through its marketing channels and practices. WIC retail vendors are responsible for paying the contractor or wholesale supplier of the contractor's cereal according to the payment terms agreed upon by the WIC retail vendor and the contractor or wholesale supplier.

The contractor is responsible for ensuring that a purchasing system with prices at or near the contractor's national wholesale prices is available to small-scale vendors who buy small amounts of infant cereal. Note that these vendors may be in remote, rural areas of New York State.

- d. If any product is certified as kosher, it must be labeled with a common accepted kosher symbol as identified by the Chicago Rabbinical Council and listed on their website: http://www.crcweb.org/agency_list.php, and must meet all the requirements of that certification.
- e. The contractor must remit to the DOH a rebate per 8-ounce unit for all infant cereal produced by the contractor, issued by the New York State WIC program during the contract period, and purchased by NYS WIC participants using their WIC food benefits. The DOH will receive a rebate payment for all infant cereal issued to WIC participants during the term of the contract and redeemed according to WIC program procedures, including any New York State WIC-authorized product exchanges. A sample of a prior rebate invoices for infant cereal is provided in [Attachment D](#). Detailed information on rebate calculations and invoicing can be found in [Section 4.7](#). (Payment).
- f. The contractor must notify the DOH of any wholesale price or rebate price changes by email on the day the price adjustment is released to the contractor's regular customers, or another, earlier date, as agreed to by the contractor and the DOH.
- g. The contractor must rebate the DOH for another company's infant cereal product when the entire line of the contractor's approved infant cereals has a factory backorder of five (5) calendar days or more and another company's infant cereal needs to be substituted to provide the participant(s) with their monthly prescription. The rebate shall be calculated to yield the same net wholesale cost per 8-ounce unit to the DOH as that of the product which is unavailable.

Neither party shall be liable for delays or performance failures resulting from and caused by acts or events beyond the control of such party. Such acts or events shall include, but are not limited to, natural disasters, acts of terrorism or war, epidemics, communication line failures, power failures, supply shortages, and other unforeseen events. In every case, the delays must be beyond the control and without fault or negligence on the part of the non-performing party. However, notwithstanding the above, if the contractor fails to deliver the

specified services on the delivery date designated herein, then the DOH may procure the usage of other parties' services and may cancel the contract

- h. The contractor must notify the DOH, in writing via email or postal mail, of any intent to dispute or investigate a potential error in the rebate invoice within 30 calendar days (determined by DOH's receipt of email or earliest postmark) of the vendor's receipt of the invoice. After this 30-day period, any requirement to return funds to the contractor as a result of a dispute or a billing error is waived. Payments cannot be withheld by the contractor in the event of a dispute or a billing error. The contractor may not withhold rebate payments based on rebate invoices issued by the DOH under any circumstances.

The 30-day limitation applies only to notification of intent. Full presentation of the contractor's concerns may be provided after the 30-day period has ended.

- i. The contractor will be totally and exclusively responsible for all costs related to the contractor's request for audits, inspections, and reviews of WIC program records created solely for this purpose, outside of the usual documents required to support invoices reflecting redeemed benefits. Access to confidential records shall be subject to federal and DOH confidentiality requirements.
- j. The contractor must address correspondence and communications regarding this contract according to the instructions provided in the New York State Department of Health Contract, Section M. Notices. All communications regarding wholesale price increases, container size changes, reformulations, new products, or cessations in the production of any cereal must be in writing, and the contractor must telephone or use email to confirm the DOH's receipt of the communication.
- k. The contractor will assist DOH with providing contract brand infant cereal to WIC participants on an emergency basis if normal distribution channels are disrupted by such events as natural disasters, acts of terrorism or war, epidemics, communication line failures, information system outages, power failures, contamination of water supplies, or other events beyond the control of the parties. The forms such assistance may take include, but are not limited to, sales of infant cereal to the DOH for direct distribution to WIC participants, or efforts to increase the supply of infant cereal available to WIC vendors. In the event of cereal purchased directly by the DOH, the cost to the DOH will be the national wholesale price in effect on the purchase date for the weight tier of cereal purchased, less the rebate in effect on the purchase date.

4.4 New York State Requirements

- a. The DOH will supply the successful bidder with a list of currently authorized WIC vendors after the bid is awarded. The list will include the store name and address of each authorized vendor; no other information regarding WIC vendors will be provided for this list or for any other purpose. The DOH will also notify all authorized WIC retail outlets to inform them of any change to approved infant cereals.
- b. The DOH will print contract brand infant cereal on the published Approved Product List, with one possible exception; the State reserves the right to issue a non-contract-brand cereal if the contract brand does not have kosher certification and the participant follows kosher dietary practices.

- c. The DOH will prepare invoices for the contractor's rebate payment. The invoice shall contain the redemption month, the issuance months, quantities, and rebate amounts used to calculate the monthly rebate payment. The State shall transmit the invoice to the contractor via email or fax, followed by hard copy sent via US mail. Invoices will be prepared on an approximately monthly basis for the prior month's redemptions. Supplemental invoices will be prepared if ongoing state data system maintenance activities identify additional or corrected amounts. A sample of a prior rebate invoices for infant cereal is provided in [Attachment D](#).
- d. Upon resolution of a dispute, the DOH will disburse in accordance with prompt payment provisions of [Article 11-A](#) of the State Finance Law, any funds due the contractor.
- e. The DOH will supply upon request records directly related to the monthly billings to the contractor for review. This review shall be limited to books, records, and documents related to the generation of monthly invoices, and shall include and be limited to the following data elements:
 - Transaction Identifier
 - Category
 - Subcategory
 - UPC
 - Product Name
 - Benefit Start Date
 - Redemption Date
 - Number of Units Redeemed
- f. The DOH will permit the contractor, upon request, to audit the books, records and documents that relate to the generation of monthly invoices. New York State shall retain all records for a minimum of three (3) years. Individual applicant and/or participant records are confidential and exempt from audit by the contractor in accordance with [7 CFR Part 246](#) of the Federal Regulations for the Special Supplemental Food Program for Women, Infants and Children. Vendor confidentiality will also be maintained as noted in [section 4.3](#) of this IFB and in accordance with [7 CFR Part 246.26](#).

4.5 Contractor and State Requirements

The State and the contractor will make every effort, including but not limited to prompt responses to requests for additional information, to resolve all disputes between the parties pertaining to any rebate invoice covered by this agreement by end of the federal fiscal year. Notwithstanding the foregoing, nothing in this requirement should be construed as a waiver of the legal rights of either party to continue efforts to arrive at a satisfactory resolution of a dispute after the end of the federal fiscal year in the event that a satisfactory resolution cannot be reached before the closeout of the federal fiscal year.

4.6 Use of WIC Service Marks

By submitting a bid in response to this IFB, the bidder acknowledges and agrees that:

- The WIC acronym and logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA.
- These USDA service marks shall not be used in any manner on its goods or their containers or packaging or on tags or labels affixed thereto. The bidder shall also 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 the affiliation, connection, or association of the manufacturer with the WIC program, or as to the sponsorship or approval of the manufacturers goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC program, USDA, or the state agency.
- Bidder 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."
- Within New York State, infant cereal manufacturers, regardless of whether they provide cereal to the NYS WIC program, are not permitted to use the WIC acronym in reference to the NYS WIC program for promoting their products. Organizations wishing to use the WIC acronym or logo in New York State for informational/educational purposes must first obtain the written permission of the NYS WIC program.

4.7 Payment

Invoices from the State to the contractor shall reflect the total number of 8-ounce units of each type of infant cereal redeemed during the preceding calendar month, with a breakdown of the months in which the infant cereal was credited to participants. Any purchases of 16-ounce containers will be treated as two 8-ounce containers. Each total will be multiplied by the applicable rebate amount. The products of these calculations will be summed to arrive at the total invoice amount.

The DOH reserves the right to determine whether any of the infant cereals produced by the contractor at the time of bid submission or any new infant cereals introduced by the contractor during the term of the contract will be approved for use in the New York State WIC program.

The initial rebate for each infant cereal approved for issuance by the NYS WIC Program as of the contract effective date will be computed as follows:

- Identify the discount percentage listed on [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook (Bid Form, Column C)
- Multiply the discount percentage by the lowest national wholesale price per unit for a full truckload of each of the Contractor's infant cereals at the time of bid submission. The results will be the initial rebates for each infant cereal.

The rebate for each infant cereal approved for issuance by the NYS WIC Program after the contract effective date will be computed as follows:

- Using the discount percentage in effect as listed on [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook (Bid Form, Column C), multiply it by the lowest national wholesale price per unit for a full truckload of the newly approved infant cereal.
- The rebate will be in effect on the date that the Department approves the cereal.

Once a rebate amount is established for an infant cereal product, it will subsequently change with any wholesale price changes occurring after the date of bid submission.

- When the contractor increases its lowest national wholesale price per unit of a rebate eligible cereal, the rebate will automatically increase for each affected food product on a cent-for-cent basis.
- When the contractor decreases its lowest national wholesale price per unit of a rebate eligible cereal, the rebate will automatically decrease for each affected cereal on a cent-for-cent basis.
- Cent-for-cent increases or decreases in rebate amounts will take effect on the date in which the price increase or decrease occurs. The new rebate amount will apply to redemptions occurring on or after the effective date of the rebate change.
- Any increase or decrease in the lowest national wholesale price per unit between the date of bid submission and the effective date of the contract will be added to or subtracted from the initial rebate amounts for approved cereals on a cent-for-cent basis.

The State may also issue supplemental invoices if it discovers that any infant cereal redemptions were not accounted for in the regular invoices. The contract derived from this IFB entitles the State to rebates for all WIC contract infant cereal food benefits issued to WIC program participants during the contract period and redeemed by WIC program participants as the redemption period is defined within WIC program procedures.

The contractor must forward payment to the State via wire transfer within thirty (30) calendar days of the earliest postmark, fax mark, or email date of the invoice according to specifications that will be provided by the State. If payment is not forwarded to the State within thirty (30) calendar days of the postmark, fax mark or email date of the invoice, the manufacturer shall pay the State, in addition to the amount due, interest at a rate of four (4) percent per month, or portion thereof, on the unpaid balance from the expiration of such 30-day period until such time as payment is received by the State.

4.8 Subcontracting

Bidders may not propose the use of a subcontractor.

4.9 Contract Insurance Requirements

Prior to the start of work under this Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Bid.

The successful Bidder must submit the following documentation to the Department within 10 calendar days of notification of award:

Proof of Workers' Compensation Coverage:

ONE of the following forms as Workers' Compensation documentation:

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage:

ONE of the following forms as Disability documentation:

- Form DB-120.1 – Certificate of Disability Benefits Insurance; or
- Form DB-155 – Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

4.10 Equal Employment Opportunity (“EEO”) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#), Appendix A, including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable Equal Employment Opportunity (“EEO”) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit, with the bid or proposal, an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated

work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid.

5.0 ADMINISTRATIVE INFORMATION

The following administrative requirements, terms and information will apply to this IFB. Failure to comply fully with any of these requirements or terms, or this information, may result in disqualification of a Bidder's Bid.

5.1 Restricted Period

"Restricted Period" means the period of time (a) commencing with the earliest written notice, advertisement, or solicitation of this Invitation for Bids, soliciting a response from Bidders and intending to result in a procurement contract with DOH and (b) ending with the final Contract award and approval by the Office of the State Comptroller.

Pursuant to State Finance Law Sections 139-j and 139-k, the Department has identified a "Designated Contact" and a "Permissible Subject Matter Contact" on the Face Page of this IFB to whom all communications with regard to this procurement during the Restricted Period must be made.

During the Restricted Period of this IFB, any oral, written, or electronic communication between a potential Bidder and the Department, except communications between a potential Bidder and the Designated Contact or the Permissible Subject Matter Contact specified on the Cover Page of this IFB, under circumstances where a reasonable person would infer that the communication was intended to influence this procurement, is prohibited by law. The violation of the requirements described in this Section may be grounds for a determination that a Bidder is non-responsible and therefore ineligible for a contract award pursuant to this IFB. Two violations within four years of the rules against impermissible contacts during a "Restricted Period" may result in the violator being debarred from participating in all procurements by New York State agencies and authorities for a period of four years.

5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this IFB between the issuance of this IFB and the deadline for the submission of written questions specified in [Section 1](#) (Calendar of Events). All questions and requests for clarification of this IFB should cite the relevant IFB, including the IFB number and title (IFB # 20316 WIC Infant Cereal Rebate) the section and paragraph number of this IFB or of the Attachment to this IFB to which the question relates, where applicable, and must be submitted via email to BSFP-FMS.Procure@health.ny.gov no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this IFB, the Bidder shall immediately notify DOH of such error in writing at BSFP-FMS.Procure@health.ny.gov and request that DOH clarify or modify the Terms of this IFB. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this IFB, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

5.3 Right to Modify IFB

DOH reserves the right to modify any part of this IFB, including, but not limited to, the date and time by which Bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids specified in [Section 1.0](#) (Calendar of Events). Modifications to this IFB shall be made by the issuance of amendments and/or addenda, which will be posted to the DOH website.

5.4 DOH's Reserved Rights

The Department reserves the right to:

1. Reject any or all bids received in response to the IFB.
2. Withdraw the IFB at any time, at the Department's sole discretion.
3. Make an award under the IFB in whole or in part.
4. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB.
5. Seek clarifications and revisions of Bids.
6. Use Bid information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Department's or any other State agency's request for clarifying information in the course of evaluation and/or selection under the IFB.
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent IFB amendments.
9. Change any of the scheduled dates set forth in [Section 1](#). (Calendar of Events).
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders.
11. Waive any requirements that are not material.
12. Negotiate with the successful Bidder within the terms of the IFB, including the attachments and exhibits, if any, to this IFB, and any amendments or addenda to the IFB, and the Questions and Answers, if any, posted by the Department in accordance with [Section 5.2](#) (Questions), in the best interests of the State.
13. Conduct contract negotiations with the next responsible Bidder, should the Department be unsuccessful in negotiating with the selected Bidder.
14. Utilize any and all ideas submitted in the bids received.
15. Every offer made by a Bidder pursuant to the terms of the Bid it submits shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening to the extent not inconsistent with Section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days (365), any offer is subject to withdrawal communicated in a writing signed by the Bidder.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the solicitation.

5.5 Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the**

Bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the Bid as specified in section 6.2.10 of the IFB. If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.6 Debriefing

Once an award has been made, a Bidder may request a debriefing of their Bid. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. A Bidder's request for a debriefing must be received by the Department no later than fifteen (15) calendar days after the date of the award notification to the successful Bidder or non-award announcement to the unsuccessful Bidder, depending upon whether the Bidder requesting the debriefing is the successful Bidder or an unsuccessful Bidder.

5.7 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this IFB, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

6.0 BID FORMAT AND CONTENT

Bidders responding to this IFB must satisfy all requirements stated in this IFB. A Bidder must submit a complete Bid package. A Bid that is incomplete in any material respect must be rejected.

To expedite the review by the Department of the Bids submitted in response to this IFB, Bidders are requested to submit their Bids as summarized in [Attachment A](#), Bid Package Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their Bid submissions to the shortest length consistent with making a complete presentation of qualifications and a complete and concise response to each component of the IFB.

The Department will not be responsible for expenses incurred in preparing and submitting the Bid Packages. Such costs should not be included in the Bid and will not be treated as compensable by the Department under any circumstances.

6.1 Mandatory Bid Requirements

The purpose of the Mandatory Bid Requirements is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services sought to be procured by the Department pursuant to this IFB. The following outlines the required information to be provided by each **responsive** Bidder. The information requested must be provided in the prescribed format. Responses that do not follow the prescribed format will be eliminated from consideration. All responses included in a Bid submitted pursuant to this IFB by a Bidder are subject to verification for accuracy.

6.1.1 Minimum Qualifications to Bid

The NYSDOH will only accept Bid proposals from Bidders who meet all of the following specified minimum requirements:

- Must have a minimum of three (3) years of experience manufacturing infant cereal.
- Must have a product recall program that provides for immediate notification to all direct purchasers of the company's products.
- Must produce 100 percent of the NYS WIC infant participants' maximum issuance amount (the most recent monthly average is 129,198 8 oz. units- See [Table 1](#)) of infant cereal. This capacity will be required to be maintained for the duration of the contract.
- Must be capable of distributing their infant cereal, directly or via wholesalers/distributors, to retail outlets throughout New York State. This capability will be required to be maintained for the duration of the contract.

The Bidder must submit documentation that provides evidence of meeting the minimum qualifications to bid. This documentation may be in any format needed to demonstrate how they meet those minimum qualifications. A narrative describing how the Bidder meets the Mandatory Qualifications listed above may be included with the documentation provided. Any narrative should not exceed three (3) single-spaced pages. Failure to meet these minimum qualifications will result in a bid proposal being found non-responsive and eliminated from consideration.

6.1.2 2023 Infant Cereal Rebate Bid Workbook

A responsive Bidder must submit a completed and signed [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook. The Bid Worksheet must comply with the format and content requirements as detailed in this IFB and in [Attachment B](#). Failure to comply with the format and content requirements will result in disqualification.

The prices bid must cover the cost of furnishing all of the said products or services specified in this IFB, including, but not limited to, materials, equipment, profit and labor to the satisfaction of the Department and the performance of all work set forth in the specifications for this procurement set forth in this IFB and in the Contract to be awarded pursuant to this IFB to the successful Bidder.

Bidders must provide a price for all products in sizes and quantities exactly as listed in [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook. Bids which do not include a price for all products may be disqualified. Bids which add alternative products, quantities or sizes will be disqualified.

Instructions for completing [Attachment B](#) are provided on the first tab of [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook (Instructions). Failure to comply with the format and content requirements may result in disqualification.

6.1.3 Bidder's National Wholesale Price List

A responsive Bidder must provide the national wholesale price list as of the date of the bid submission, which indicates the required cereal varieties.

6.1.4 Bidder's Certified Statements

A responsive Bidder must complete, sign and submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder.

Note: THE DEPARTMENT WILL REJECT AND FIND NON-RESPONSIVE ANY BID THAT CONTAINS AN INCOMPLETE COMPONENT, IS UNSIGNED OR IS MISSING [Attachment 7](#).

6.2 Other Bid Documents

6.2.1 Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Bidder's Disclosure of Prior Non-Responsibility Determinations".

6.2.2 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that Bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

Bidders must provide their New York State Vendor Identification Number (Vendor ID) when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller (OSC)'s Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the OSC's Help Desk for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

6.2.3 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates and subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

6.2.4 EO 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#), certifying that Bidder does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law.

6.2.5 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Submit [Attachment 12](#), certifying the status of the Bidder's business operations in Russia, if any, as mandated by Executive Order 16.

6.2.6 M/WBE Forms

Submit completed Form #4 and Form #5 as directed in [Attachment 5](#), "New York State DOH M/WBE IFB Required Forms".

6.2.7 Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#) "Encouraging Use of New York State Businesses in Contract Performance" to indicate which New York State Businesses, if any, the Bidder will use in the performance of the Contract to be awarded to the successful Bidder.

6.2.8 Freedom of Information Law – Bid Redactions

A Bidder must clearly and specifically identify any portion of their Bid that the Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law.

7.0 BID SUBMISSION

The table below outlines the requested format and volume for submission of each part. Bids should be submitted in all formats as prescribed below.

	Paper Submission
Bid Package	3 Originals 5 Copies

1. All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately, in three-ring binders if necessary.
2. A type size of eleven (11) points or larger should be used.
3. Bid submissions should be submitted in a sealed package containing two separate envelopes each labeled with the bidder's name and "IFB Number 20316".
 - 3.1. Envelope one should be labeled "Mandatory Bid Requirements" and contain all items listed in [Attachment A](#) – Bid Package Checklist – Mandatory Bid Requirements.
 - 3.2. Envelope two should be labeled "Other Bid Documents" and contain all items listed in [Attachment A](#) – Bid Package Checklist – Other Bid Documents.
 - 3.3. Within each envelope the originals and copies should be clearly labeled and numbered.
4. Where signatures are required, the Bids designated as originals should have a handwritten signature and be signed in [blue ink](#).
5. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should

follow the format described in this IFB and provide all requested information and no extraneous or additional information or material.

6. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.
7. In the event that a discrepancy is found between the copies and the originals, original #1 will prevail.

The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. Mark the outside envelope of the Bid as "IFB # 20316 WIC Infant Cereal Rebate". Bids must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.), or by hand as noted below, in a sealed package, to:

Department of Health
IFB # 20316 WIC Infant Cereal Rebate
Attention: Corie Nadzan, Director, Bureau of Supplemental Food Programs
Riverview Center
150 Broadway, Suite 600
Albany, NY 12204

NOTE: Bidders should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Bids submitted in a manner other than as described in these instructions will not be accepted.

It is the Bidder's responsibility to see that bids are delivered to the address above prior to the date and time noted on the [Section 1.0](#) (Calendar of Events). Bidders must allow extra time to comply with the security procedures in effect at the Riverview Center building when hand delivering bids or delivering by independent courier services.

LATE BIDS include all bids not received by the NYS WIC Program by the Deadline for Submission of Bids specified in [Section 1.0](#) (Calendar of Events). **LATE BIDS** will not be considered.

Bid packages will be opened on the date and time indicated on the cover of this IFB in the offices of the Division of Nutrition (Riverview Center, 150 Broadway, Suite 600, Albany, NY 12204-2719).

The Bid opening will be conducted virtually. Bidders are welcome to register up to two (2) representatives to witness the Bid Opening. There will be at least two (2) representatives from the State present at the opening.

Bidders must pre-register their representatives for the Public Bid Opening by emailing BSFP-FMS.Procure@health.ny.gov by the deadline for registering indicated in [Section 1.0](#), (Calendar of Events) of this IFB. Bidders must provide the name and title of their representatives when registering. Bidders will receive a Web-Ex or other virtual media invitation for the bid opening.

At the Bid Opening, the Bidders' company names will be announced, and the cereal names and the amounts entered into the [Attachment B](#) - 2023 Infant Cereal Rebate Bid Workbook will be read aloud. No other information will be opened or shared. The contract will not be awarded at the time of the bid opening.

Copies of the bid packages opened by the State may be requested after the award and execution of the contract by writing to the following electronic mail address: FOIL@health.ny.gov
IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Department of Health (DOH) has predetermined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents

7.1 No Bid Form

A prospective Bidder choosing not to bid is requested to complete and submit the No-Bid form [Attachment 2](#), by the Deadline for Submission of Bids specified in [Section 1.0](#) (Calendar of Events). This information helps to enhance future mailing lists for the Department.

8.0 METHOD OF AWARD

At the discretion of the Department, all Bids may be rejected. The Department will award one contract as described in this IFB to the responsible and responsive Bidder who offers the lowest total monthly net wholesale cost to the state.

In the event of a tie, the determining factor for award will be:

1. A New York State Business Enterprise
2. Past Experience

8.1 General Information

Once a successful Bidder is selected, the Department will issue a Contract to the successful Bidder, substantially in the form of [Attachment 8](#). In order to be considered responsible and responsive, the Bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by the Department to clarify the details of their Bid. Unless requested by the Department to do so, no Bidder will be allowed to alter its Bid after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

8.2 Submission Review

The Department will examine all Bids that are received in a proper and timely manner. The Bid containing the lowest total monthly net wholesale cost offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 6.0](#) (Bid Format and Content) and [Section 7.0](#) (Bid Submission) for award. That process will be followed until an award is made.

8.3 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Bidder with the lowest total bid.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services or commodities as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

ATTACHMENTS

The following attachments are included in this IFB and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determinations](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE IFB Required Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia](#)

The following attachments are attached and included in this IFB:

- A. [Bid Package Checklist](#)
- B. [2023 Infant Cereal Rebate Bid Workbook](#)
- C. [New York State Program Regions](#)
- D. [Sample of Prior Rebate Invoices](#)

ATTACHMENT A – BID PACKAGE CHECKLIST

Please reference [Section 7.0](#) for the appropriate format and quantities for proposal submission.

IFB # 20316 WIC Infant Cereal Rebate		
FOR THE MANDATORY BID REQUIREMENTS		
IFB §	REQUIREMENTS	INCLUDED
§ 6.1.1	Bidder's Minimum Qualifications to Bid	<input type="checkbox"/>
§ 6.1.2	2023 Infant Cereal Rebate Bid Workbook	<input type="checkbox"/>
§ 6.1.3	Bidder's National Wholesale Price List	<input type="checkbox"/>
§ 6.1.4	Attachment 7 – Bidder's Certified Statements	<input type="checkbox"/>
FOR THE OTHER BID DOCUMENTS		
IFB §	REQUIREMENTS	INCLUDED
§ 6.2.1	Attachment 1 – Bidder's Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
§ 6.2.2	Attachment 3 – Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.2.3	Attachment 4 – Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.2.4	Attachment 11 – Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.2.5	Attachment 12 – Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.2.6	Attachment 5 – Guide to New York State DOH M/WBE IFB Required Forms	
	Form#4 – MWBE Staffing Plan	<input type="checkbox"/>
	Form#5 – EEO and MWBE Policy Statement	<input type="checkbox"/>
§ 6.2.7	Attachment 6 – Encouraging Use of New York Businesses in Contract Performance	<input type="checkbox"/>
§ 6.2.8	Freedom of Information Law – Bid Redactions	<input type="checkbox"/>

ATTACHMENT B – 2023 INFANT CEREAL REBATE BID WORKBOOK

Instructions

As part of the bid packages, Bidders must complete and submit Attachment B - 2023 Infant Cereal Rebate Bid Workbook Bid Form.

Bidders must use the Microsoft Excel spreadsheet file provided by the NYS Department of Health to prepare their Bid Workbook (Attachment B). The file named below will be available on the NYS Department of Health website at <http://www.health.ny.gov/funding/>.

“Attachment B - 2023 Infant Cereal Rebate Bid Workbook.xlsx”

On the “Bid Form” tab:

- Enter Company Name, Address, and Contact Information in the yellow box (Cell D8- D14).
- Enter the:
 - Product Name (Cell C21)
 - Lowest National Wholesale Price per Unit (carry to four (4) decimal places) (Cell E21)
 - Rebate Bid per Container (carry to four (4) decimal places) (Cell F21)
- **DO NOT ENTER ANY TEXT (LETTERS) for Lowest National Wholesale Price per Unit and Rebate Bid per Container. PLEASE ONLY ENTER NUMERIC VALUES.**
- Print a hard copy of the Bid Form.
- Sign and date where indicated. The Bid Form must be signed by a company representative with authority to commit the company to the bid package.
- Include 3 handwritten signed originals and 5 copies of the signed sheet in the bid package.

Bid Form

IFB #20316 – 2023 INFANT CEREAL REBATE BID WORKBOOK
 NEW YORK STATE WIC PROGRAM
 Invitation for Bids for
 WIC Infant Cereal Rebate System

Company Name:

Address:

Contact Name

Contact Phone

Contact E-mail

SAMPLE

Product Name	Container Size in Ounces	A Lowest National Wholesale Price per Unit (4 decimal places)	B Rebate Bid per Container (4 decimal places)	C Percent Rebate Bid / A (% with 2 decimal places) [B / A]	D Net Wholesale Cost per Container (4 decimal places) [A - B]	E Estimated Number of 8-Ounce Units Purchased per Month	F Total Net Wholesale Cost per Month [D x E]
Lowest Wholesale Federally WIC-Eligible Cereal							
This Cereal MUST be the least expensive WIC-eligible cereal offered by the Manufacturer and will be the basis for the award.							
1	8 ounce			0.00%	\$0.0000	129,198	\$0.0000
Grand Total - Net Wholesale Cost to the State							\$0.0000

PRODUCT EXCLUSIONS:

- * Infant cereals containing infant formula, milk, fruit, or other non-cereal ingredients are not allowed.
- * Containers with individual serving packets will not be considered.

CERTIFICATION:

The bidder hereby certifies that this company agrees to provide services and/or items at the prices quoted according to the terms outlined in this Invitation for Bids.

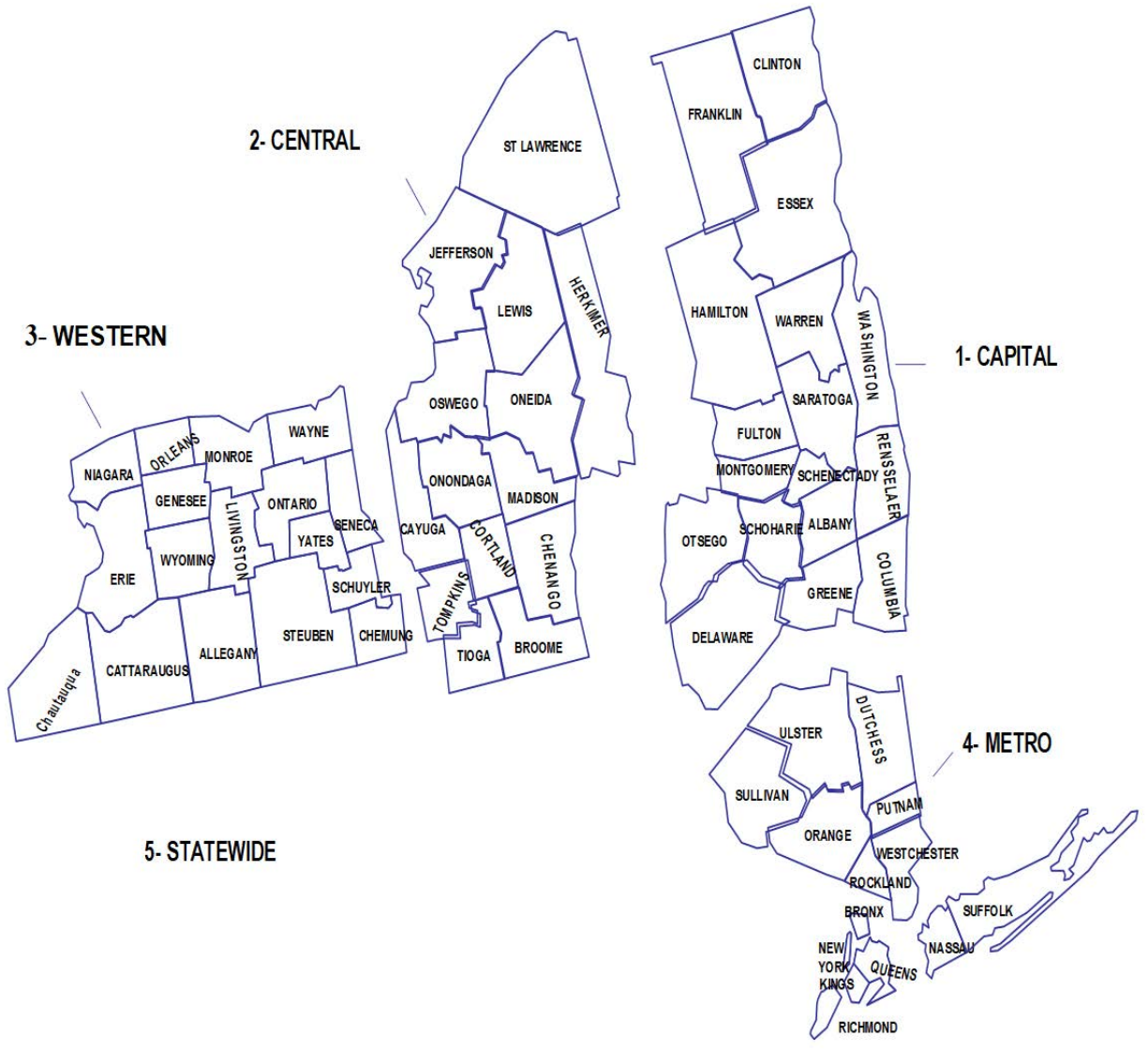
Signature of Company Representative:

Title:

Printed Name:

Date:

ATTACHMENT C – New York State Program Regions



ATTACHMENT D – Sample of Prior Rebate Invoice

NYS WIC PROGRAM - INFANT CEREAL REBATE **SAMPLE INVOICE**

FOR FOOD INSTRUMENTS REDEEMED IN: January

CONTRACT CEREAL	UPC Code	for EBT units credited in		Total Units Redeemed	Rebate / Unit	Rebate Amount
		December	January			
RICE CEREAL 8OZ		8,036	12,106	20,142		\$ -
OATMEAL CEREAL 8OZ		8,666	11,971	20,637		-
MULTIGRAIN CEREAL 8OZ		4,008	5,718	9,726		-
WHOLE WHEAT CEREAL 8OZ		3,140	4,498	7,638		-
RICE CEREAL 16OZ		2,118	3,526	5,644		-
OATMEAL CEREAL 16OZ		1,892	2,670	4,562		-
MULTIGRAIN CEREAL 16OZ		990	1,372	2,362		-
				70,711		
					Total Rebate:	\$ -

PAY THIS AMOUNT >>> \$ -
