Delaware WIC Program

Vendor Bid Application

2016 – 2018 Authorization Process

DELAWARE HEALTH AND SOCIAL SERVICES

Division of Public Health

WIC Program

INTRODUCTION

Enclosed you will find the January 1, 2016 - December 31, 2018 bid application package for the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). In an effort to save food dollars, administrative resources, and increase the efficiency of the program, the WIC Program bids out all available retail vendor slots. We ask you make your most competitive bid offer for the selected WIC foods on the Vendor Price Bid Sheet – Page 4.

BACKGROUND

WIC is a federally funded program administered at the federal level by the Food and Nutrition Service (FNS), United States Department of Agriculture. The State of Delaware, Division of Public Health, is responsible for the administration of the Delaware WIC Program (hereafter referred to as the WIC State agency). The WIC State agency office is responsible for all the operations of the program in accordance with federal and state rules, regulations and guidelines.

The primary purpose of the WIC Program is to make health and nutrition services available to eligible individuals. Under the WIC Program, authorized health professionals prescribe nutritious supplemental foods and teach nutrition education to pregnant, postpartum, and breastfeeding women, infants, and children to their fifth birthday.

WIC participants receive vouchers that enable them to purchase WIC approved foods at local retail grocery stores. The voucher has a prescription for specific foods selected for the nutritional need of the individual with amounts listed on the front of the voucher. Authorized vendors are always required to allow the participant to purchase what is printed on the voucher.

What is new?

- Eligible stores must have minimum of 10,000 square feet of space and minimum of three (3) cash registers.
- Participant-to-vendor ratio is 250:1 (previous ratio was 300:1).
- Cash Value Voucher (CVV) – split tender is allowed.
- White potatoes are an authorized vegetable.
- Gerber Infant Fruit and Gerber Infant Vegetable in the 4.0 ounce, 2 pack.
- Buttermilk has been added to the authorized food list. Program will pay shelf price.

Section 1

This section contains information regarding:

- The deadline information for written questions and bid application submission and instruction page;
- The authorization process used to evaluate all bid applications;
- The eligibility criteria for Delaware WIC applicant vendors;
    - The 2016-2018 minimum mandatory WIC stock.
- The limitation criteria Delaware WIC uses to determine the available number of vendor slots;
- The means of delivery you must use to submit this bid application;
- Important Delaware WIC Program practices;
- A draft copy of the Vendor Participation Agreement;
- Violation and Sanction Chart.

READ THIS INFORMATION CAREFULLY BEFORE YOU FILL OUT YOUR BID APPLICATION.

DEADLINE INFORMATION

All QUESTIONS regarding the bid application must be written and submitted to the WIC State agency office. All ANSWERS will be postmarked no later than 5 workdays from the date of receipt. Please use address listed below.

All BID APPLICATIONS must be submitted to the WIC State agency office no later than **3:00 PM on August 28, 2015.**

You must submit all **BID APPLICATIONS** to:

Delaware WIC Program
Blue Hen Corporate Center
655 Bay Road, Suite 1-C
Dover, DE 19901
ATTN: Vendor Management Section

INSTRUCTIONS

1. **READ** all information **CAREFULLY**.
2. Fill out **WHITE PAGES** only.
3. Follow all instructions.
4. Return one (1) copy **AND** the original to the WIC State agency office **before the deadline**. Attach a copy of the 2015 Delaware Retailer-Grocery Supermarket Business License
5. Only use an acceptable means of delivery, as defined in Section 1 of the bid application.
6. Use an envelope that is, at least, 8½" x 11" to return bid application.
7. Write **SEALED BID** on outside of envelope.
8. Do not fax bid application to State agency office. Live signatures are required on the bid application.

Authorization Process

Authorization Criteria:

1) **All interested vendors MUST attend the pre-bid application meeting and receive a bid application package.** The State agency will not mail bid applications to interested vendors. Only vendors attending the pre-bid application meeting may submit a sealed bid to the State agency for review.

2) **All bid application submissions must be proper and timely.** The State agency will reject any bid application received after the deadline. Any bid application submitted using a means of delivery other than the approved methods of delivery, as stated in the bid application package, will be rejected upon receipt. All bid applications, no matter how transmitted, must be sealed in an envelope and the envelope must be no smaller than 8½" x 11" in dimension. All envelopes should be marked with **SEALED BID**.

3) **All bid application submissions must be filled out in entirety.** Any bid application received that is incomplete (does not have all the necessary information, missing necessary signatures, etc.) will be rejected. The State agency is not responsible for following up with vendors to complete missing information on bid applications.

4) **All applicant vendors are reviewed in accordance with the Vendor Eligibility Criteria.** All applicants must meet the conditions of the eligibility criteria before an agreement will be signed (see next page for criteria). The State agency will perform onsite monitoring visit at initial authorization. During this visit, the State agency will verify information submitted on application, review for compliance with eligibility criteria, and collect shelf prices. Any vendor not meeting the eligibility criteria or submitting a bid that exceeds the vendor shelf price will be rejected. The State agency may not authorize an applicant vendor if the State agency determines its previous owner has sold the store in an attempt to circumvent a WIC sanction. The State agency may consider such factors as whether the store was sold to a relative by blood or marriage of the previous owner(s) or sold to any individual or organization for less than its fair market value. Vendors authorized under 2013-2015 agreement will not be required an on-site monitoring visit, but will need to satisfy all eligibility criteria for their bid application to be considered.

5) **A comparative analysis of all applicant vendor bid sheets is performed.** Bids, combined with shelf prices are reviewed and ranked in accordance with their competitive nature for each geographic area.

6) **Potential vendors are selected and notified.** All potential vendors are selected and notified that participation agreements will not be signed until after the vendor satisfies all training criteria, as scheduled by the State agency. If the potential vendor does not meet the training criteria, the potential vendor will be considered in violation of the eligibility criteria and the bid application will be rejected.

7) **Vendors not selected shall be notified and receive instruction on the Administrative Appeal process.** Applicant vendors who are eligible, but did not rank high enough to gain a slot, will be placed on the primary waiting list and notified of their right to appeal the State agency's decision. Failure to be selected for authorization solely due to a noncompetitive bid is not grounds for administrative appeal. Applicant vendors failing to meet any of the criteria will be rejected and denied placement on the primary waiting list. During the 2016-2018 agreement period, these vendors may request to be placed on the secondary waiting list.

Eligibility Criteria

What eligibility criteria must all applicant vendors meet?

All vendors must:

- Have a permanent, fixed, retail establishment physically located in Delaware.
- Have a minimum of 10,000 square feet of space and minimum of three (3) cash registers.
- Have a valid State of Delaware business license (codes 396, 404). **A copy must be sent with application.**
- Have a valid Public Health permit and maintain the store in a clean and sanitary condition per the State of Delaware Food Code.
- Have Supplemental Nutrition Assistance Program (SNAP) authorization and a valid SNAP identification number.
- Have the minimum mandatory WIC stock on the shelves.
- Have authorized representatives attend mandatory training sessions, as scheduled by the State agency.
- Have paid back in full all overcharges and/or overages in the period stipulated by the State agency. No overdue balances may exist.
- Have an adequate history of compliance during previous agreement periods or successful completion of a probationary agreement period.
- Not be serving a disqualification period from SNAP.
- Not be serving a disqualification period from the Delaware WIC Program.
- Not have a conviction or civil judgment entered against the vendor or any of its' current owners, officers or managers for fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.
- Not have a conflict of interest with the Delaware WIC Program.
- Be open at least 10 hours a day, 6 days a week.
- Be located in a geographic area where there are WIC participants.
- Submit the vendor bid application with legitimate information.
- Bid prices cannot exceed shelf prices.
- Submit and abide by competitive shelf prices on the vendor bid application.
- Not derive more than 50% of their annual revenue from the sale of WIC food items.
- Carry authorized WIC food items, dairy, meat, fresh produce and household items.
- WIC only stores and mobile stores are specifically ineligible.
- Must obtain infant formula only from sources identified on the Delaware WIC authorized formula manufacturers, wholesalers, distributors or retailers list

How does this apply to applicant vendors?

APPLICANT VENDORS must meet these criteria to be eligible to be an authorized WIC vendor. Meeting the eligibility criteria does not guarantee authorization. The State agency will reject bid applications from any applicant vendor that does not meet the eligibility criteria.

What does the term "serving a disqualification period" mean?

This term refers to either:

- The period of time a vendor has been disqualified; or
- The period of time a vendor would have been disqualified but has remained active by paying a civil money penalty in lieu of the disqualification.

DELAWARE WIC PROGRAM

2016-2018 Agreement Period

Minimum Mandatory WIC Stock

INFANT FORMULA - Contract Brand

*Varietie: Milk Base - **Similac Advance Early Shield***

Minimum stock: **18 - 12.4 ounce cans, powder**
62 - 13 ounce cans, concentrate

INFANT CEREAL - Gerber Brand

Varieties: Rice, Oatmeal, Multigrain, Whole Wheat

Must have at least 2 varieties on shelf-one MUST be rice

Minimum stock: **32 ounces, total**

NO cereal mixed with fruit or fruit bites, no organic

INFANT VEGETABLE - Gerber Brand (2 pack)

Varieties: All vegetables including mixed and fruit/veggie blends

Must have at least 2 flavors on the shelf

Minimum Stock: 20 - 4.0 ounce containers (10 - 8 oz 2 packs) total

NO organic, dinners, or DHA

INFANT FRUITS - Gerber Brand (2 pack)

Varieties: all fruits including mixed and fruit/veggie blends

Must have at least 2 flavors on the shelf

Minimum Stock: 20 - 4.0 ounce containers (10 - 8 oz 2 packs) total

NO DHA, organic, or medley's
NO desserts, custards, or puddings

BREAD - Store Designated BRANDS LISTED ONLY

Varieties: 100% Whole Wheat Only - 1 lb loaf (16 oz)

- Acme
- America's Choice
- Bimbo
- Food Lion
- Giant
- Great Value
- Old Tyme Schmidt
- Safeway
- Sara Lee
- Shoprite

Minimum Stock: **5 loaves**

TORTILLAS - Store Designated BRANDS LISTED ONLY

Varieties: 100% Whole Wheat Only - 1 lb pack (16 oz)

- Azteca Buena Vida Whole Grain Tortillas
- Bimbo 100% Whole Wheat Tortillas
- Carlita 100% Whole Wheat Flour Tortillas
- Giant 100% Whole Wheat Flour Tortillas
- Mayan Traditional Whole Wheat Tortillas
- Mission 100% Whole Wheat Flour Tortillas
- Ortega Whole Wheat Tortillas
- Shoprite 100% Whole Wheat Flour Tortillas
- Siempre Authentico Whole Wheat Flour Tortillas

Minimum Stock: **5 packs**

CHEESE - STORE BRAND, 1 lb package (16 oz.)

Varieties: Pasteurized American, Natural Cheddar, Mozzarella

Must have at least 2 varieties on the shelf

Minimum stock: **2 pounds of each variety**

NO - 8 ounce blocks
NO - cheese food, product or spread
NO - Velveeta, Cheez Whiz, Kraft Singles, Swiss, Colby, Colby Jack
NO - imported, low sodium, low fat cheese products
NO - grated, shredded, or sticks
NO - deli or organic

PEANUT BUTTER - STORE BRAND, 16-18 oz jar

Varieties: Creamy or Crunchy

Minimum Stock: **5 - 16 to 18 ounce jars**

NO - jelly or marshmallow added, squeeze tubes or reduced fat

DRIED BEANS - STORE BRAND, 1 lb pkg

Varieties: Any mature variety

Must have at least 2 varieties on the shelf

Minimum Stock: **2 pounds of each variety**

NO beans mixed with spices or meat

CEREAL (CHILD/ADULT) - BRANDS LISTED ONLY

Varieties: Cold

General Mills - Cheerios
General Mills - Multi-Grain Cheerios
General Mills - Kix
General Mills - Corn Chex
General Mills - Rice Chex
General Mills - Wheat Chex
General Mills - Wheaties
Kellogg's - Corn Flakes
Kellogg's - Crispix
Kellogg's - Product 19

Varieties: Hot

Nabisco - Cream of Wheat Whole Grain 2½ Minute
Nabisco - Cream of Wheat Original 2½ Minute (red box)
Quaker Oates - Old Fashion
Quaker Oates - Quick Oates
Quaker - Instant Oatmeal (regular/original flavor)

Must have at least one hot & four cold varieties on shelf with one cold variety being Whole Grain

Minimum stock: **72 ounces, total**

NO - individual serving packages for COLD CEREALS

MILK - STORE BRAND

Varieties: Fortified with vitamin D, not flavored

Minimum stock:
3 - gallons fluid of whole, reduced fat-1%, skim
3 - half (1/2) gallons fluid of whole, reduced fat-1%, skim
3 - quarts fluid of whole, reduced fat-1%, skim

EGGS - STORE BRAND, one dozen size

Varieties: Large, White Only

Minimum Stock: **5 dozen**

JUICE (CHILD/ADULT) - BRANDS LISTED ONLY

*Varieties: 64 oz. bottled, unsweetened - **100% Juice***

Orange - STORE BRAND, unsweetened (Carton or Bottle)
All flavors - Old Orchard
All Flavors - Juicy Juice
Apple - Lucky Leaf
Apple - Musselman's
Apple - White House
Apple - Seneca

Must have at least 3 varieties on shelf
One MUST be Orange and one MUST be Apple

Minimum Stock: **12 - 64 ounce bottles, total**

Varieties: 11.5 - 12 oz. frozen concentrate, unsweetened - 100% Juice

Orange - STORE BRAND, unsweetened
All flavors - Old Orchard (must have green tear strip)
All flavors - Welch's (must have yellow tear strip)
Apple - America's Choice
Apple - Food Lion
Apple - Giant
Apple - Pathmark
Apple - Seneca
Grape - Seneca

Must have at least 3 varieties
One MUST be Orange and one MUST be Apple

Minimum Stock: **15 cans - 11.5 - 12 ounce, total**

NO - calcium/fiber fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices
NO - Juice Juice Harvest Surprise

FRESH FRUIT & VEGETABLES

Varieties: All fresh fruits and vegetables

Must have at least 2 varieties of fruit and 2 varieties of vegetables

Minimum Stock: **10 pounds total**

NO frozen, canned or prepackaged with dips

Limitation Criteria

How does the State agency determine the number of vendors it authorizes?

The State agency uses a participant-to-vendor ratio (250:1) to determine the number of vendors authorized in each geographic area.

How is the ratio applied?

This ratio is applied to geographic areas within the State to distribute the authorized vendors in accordance with the participant population densities. The State agency will round up for .5 or greater and round down for .49 or less.

If geographic area has…	*…then…*	*…means the number of vendors authorized is…*
750 participants	750 divided by 250 = 3.0	3
850 participants	850 divided by 250 = 3.4	3
950 participants	950 divided by 250 = 3.8	4

What does the term *geographic area* mean?

For purposes of authorization, geographic area is defined as the area in which participants reside. Geographic area boundaries are determined through Zip code analysis.

Are there any exceptions to the limitation of vendors?

Yes, the State agency may authorize extra vendors in an area if one of the following exceptions exists:

- geographic area has less than 500 participants, or
- participant access

Means of Delivering Bid Applications

Any bid application due to the Delaware WIC Program, shall be delivered or transmitted as described in this attachment. The failure of any bidder to follow these instructions will result in the rejection of that bid.

All bid applications, transmitted by mail or hand delivery, must be submitted to:

Delaware WIC Program
Blue Hen Corporate Center
655 Bay Road, Suite 1-C
Dover, DE 19901
ATTN: Vendor Management Section

There are three acceptable means of delivering/transmitting a bid application:

1. The United States Postal Service
2. Hand delivery by the bidder applicant
3. Hand delivery by a commercial delivery/courier company

U. S. Postal Service Deliveries:

If a vendor chooses to use the U.S. Postal Service, the State agency recommends using Express Mail, Priority Mail, or Certified Mail.

These are forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the State agency.

Hand Deliveries by Applicants Bidders and Deliveries by Commercial Courier Services:

For any type of hand delivery, the vendor or its commercial courier service should request a signed receipt from a WIC Program staff member, which notes the title of the bid, the name of the vendor, and the time and date of receipt at the State agency office.

Other Information

- All envelopes containing bid applications, no matter how transmitted, must be at least 8½" x 11" in dimension.
- Write **SEALED BID** on all envelopes containing bid applications.
- Faxing information is not an acceptable means of delivery. Live signatures are required on the bid application.

Delaware WIC Program Practices

The Delaware WIC Program:

- Requires authorized vendors to comply with the Vendor Participation Agreement, at all times (see draft agreement included);
- Requires applicant and authorized vendors to comply with vendor eligibility criteria;
- Requires vendors to maintain a minimum stock of specified food items, **at all times**;
- Requires authorized vendors to charge shelf prices at the time of the WIC transaction;
- Will bill each authorized vendor monthly for the difference between bid/statewide averages and actual shelf prices charged at the time of the WIC transaction;
- WIC will pay each vendor the redeemed amount on the cash value voucher, **not to exceed the value of the voucher**;
- Allows WIC participants to redeem their WIC vouchers at any authorized vendor location;
- Does not automatically renew Vendor Participation Agreements, all authorized vendors are selected through a competitive bidding process;
- Vendor Participation Agreements are effective for three years beginning January 1, 2016 and ending December 31, 2018 for vendors who were WIC authorized on December 31, 2015;
- Probationary agreements are effective for a maximum of six (6) months for first time WIC authorized vendors;
- Must monitor and train authorized vendors annually;
- Does not guarantee authorization for all eligible vendors that submit a bid application.

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH

WIC PROGRAM

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN VENDOR PARTICIPATION AGREEMENT

1. This agreement *between [vendor name]*(hereafter referred to as vendor), *[vendor ID], [street address], [city],* DE [*zip code], [FI number]* and the Division of Public Health is for the purpose of securing the vendor's participation in the Special Supplemental Nutrition Program for Women, Infants and Children (hereafter referred to as WIC) and to set out the various duties, responsibilities, and covenants made between the vendor and the Division of Public Health.

2. The vendor hereby agrees to participate in the WIC Program (also referred to as the State Agency), which is administered by the Division of Public Health. This agreement shall take effect on the *[begin day]* day of *[begin month] [begin year]* and will terminate on the *[end day]* day of *[end month] [end year]*.

3. The vendor may provide only the authorized supplemental foods listed on the WIC food instrument or cash value voucher(s) (hereafter referred to as voucher). The vendor may not provide unauthorized food items, non-food items, cash, or credit (including rainchecks) in exchange for vouchers. The vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with vouchers, except for exchanges of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by," "best if used by," or other date limiting the sale or use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant, parent, or caretaker of infant and child participant or proxy (hereafter referred to as participant).

4. The vendor agrees to:
   a. Abide by all applicable Federal and State regulations and all Federal and State policies as directed to the vendor in written form by the State agency. The State agency reserves the right to amend such written regulations/policies and will notify vendors before the changes are implemented.
   b. Meet the WIC vendor selection criteria, at all times. The State agency reserves the right to terminate this agreement for failure to meet all criteria.
   c. Not charge participants for authorized supplemental foods obtained with vouchers and not seek restitution from participants for vouchers not paid or partially paid by the State agency.
   d. Not collect sales tax on WIC food purchases.
   e. Offer WIC participants the same courtesies as offered to other customers.
   f. Be accountable for its owners, officers, managers, agents, and employees who commit vendor violations.
   g. The vendor shall comply with the nondiscrimination provisions of Departmental Regulations 7 CFR, Parts 15, 15a, 15b, and the Civil Rights Act of 1964. The vendor shall provide food items to eligible participants without regard to race, color, national origin, sex, age, or disability.
   h. Post an authorized WIC vendor participation sign in a prominent place of business in order that any member of the public may be aware of the vendor's status. The sign shall be provided by the State agency office.
   i. Display shelf prices and use WIC Authorized shelf labels or labels approved by the state agency.

j. Be monitored for compliance with program rules and regulations by State or Federal personnel and affiliated personnel. The vendor shall permit on-premise inspection of its records by Federal or State personnel during normal business hours to ascertain the validity and accuracy of claims made by the vendor against the WIC Program. The vendor further agrees to provide Federal or State personnel with such information through the mail if requested to do so. Such records and information may include, but are not limited to, vendor's shelf prices, invoices, and vouchers in the vendor's possession at the time of on-premise inspections and invoices involving WIC foods. Records and information must be maintained for at least 6 months.
k. Not to use the WIC acronym or close facsimiles, in the name of the vendor, in advertising or other promotional materials.
l. Prohibit incentive items which may be consumed or taken without charge in a way to attract WIC customers only.
m. Vendor may not apply stickers, tags, or labels with the service mark on WIC approved products.
n. Only provide WIC customer's infant formula that the vendor obtains from sources on the States authorized suppliers and manufacturers list.

5. The vendor shall participate in training sessions for vendors as deemed necessary by the State WIC Program Director. The manager of the store, or an authorized representative, such as a head cashier, shall agree to accept training on WIC procedures and shall inform and train cashiers and other staff on program rules and regulations. The State agency must provide vendors with at least one alternative date on which to attend interactive vendor training sessions.

6. The Division of Public Health is not obligated to reimburse the vendor for any vouchers that he/she accepts after this agreement has expired or been terminated. Vendors are not authorized to accept vouchers after their agreement has expired or been terminated.

7. The WIC Program has the right to be reimbursed for charges over the maximum price on purchased items. Payment not received within 30 calendar days from date of billing will be subject to penalty. Nonpayment of overages by a vendor may result in termination from the WIC Program.

8. Violations, Sanctions and Penalties:
   a. The State agency may sanction, disqualify, or impose a civil money penalty in lieu of disqualification for reasons of program abuse. Potential sanctions are described in the Violation and Sanctions Chart, attached to, and incorporated by reference to this agreement. The State agency may consider patterns or practice of violations in assessing sanctions against the vendor. A pattern is considered two or more violations. The State agency shall send a written warning to the vendor unless the State agency determines, on a case-by-case basis, that notifying the vendor would compromise the compliance investigation.
   b. When the State agency determines the vendor has committed a violation that affects the payment to the vendor, the State agency will delay payment or establish a claim. The State agency may delay payment or establish a claim in the amount of the full purchase price of each voucher. The State agency will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error. The vendor must pay any claim assessed by the State agency. In collecting a claim, the State agency may offset the claim against current and subsequent amounts to be paid to the vendor. In addition to denying payment or assessing a claim, the State agency may sanction the vendor in accordance with the Violation Chart.
   c. A vendor who commits fraud or abuse of the WIC Program is subject to prosecution under applicable Federal, State or local laws. Pursuant to Sec. 246.23 of Title 7 of the Code of Federal Regulations, those who have willfully misapplied, stolen or fraudulently obtained program funds shall be subject to a fine of not more than $25,000 or imprisonment for not more than five years or both, if the value of the funds is $100 or more. If the value is less than $100, the penalties are a fine of not more than $1,000 or imprisonment for not more than one year or both.
   d. Disqualification from the WIC Program may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program (hereafter referred to as SNAP). Such disqualification is not subject to administrative or judicial review under SNAP.
   e. The State agency shall disqualify a vendor from the WIC Program if the vendor is or becomes disqualified from the SNAP. If the State agency determines that disqualification of the vendor would result in inadequate

participant access, the State agency shall impose a civil money penalty, in lieu of disqualification. Length of disqualification from WIC will be the same as SNAP disqualification.

9. The vendor's failure to abide by any of the provisions of this agreement shall be cause for termination of the agreement.

10. The State agency will immediately terminate the agreement if it determines that the vendor has provided false information in connection with its application for authorization.

11. This agreement will be terminated if the State agency identifies a conflict of interest between the vendor and the State agency.

12. It is agreed by both parties that the vendor is not an employee; the vendor is an independent contractor. This agreement does not constitute a license or a property interest.

13. This agreement shall only be amended, in writing, to accommodate revisions or amendments to current Federal regulations or State laws.

14. The vendor must provide the State agency with 15 calendar days advance written notification of any change in vendor ownership, store location, or cessation of operations. If the authorized vendor does not notify the State agency 15 calendar days before of any change in vendor ownership, store location, or cessation of operations, a fine of $10.00 per day may be imposed commencing 15 calendar days before the incident or termination and ending with written notification to the State agency. The agreement is null and void if the ownership or store location changes or cessation of operations.

15. This agreement may be terminated by either the State agency or the vendor, for cause upon fifteen (15) calendar days written notice to the other party.

16. Upon expiration of this agreement, neither the State nor the vendor has the obligation to renew the agreement. The State agency shall provide vendors with not less than 15 calendar days advance written notice of the expiration of this agreement. Expiration of the vendor participation agreement is not subject to appeal.

17. The vendor must notify the State agency immediately, via telephone, and attain authorization from the WIC State agency office in the event that a store will be closed for any days and times other than those specified on the application information sheet.

18. For WIC voucher transactions, the vendor agrees to:
    a. Accept vouchers only during the valid period as stated on the voucher.
    b. Accept vouchers only from participants and proxies that have signed the WIC identification folder.
    c. Provide only the authorized supplemental foods, in the specific size and quantity, as indicated on the voucher.
    d. Accept the voucher as payment for the TOTAL cost of authorized supplemental foods actually received.
    e. Charge the current shelf price for WIC authorized food items.
    f. Write the purchase price on the voucher before it is signed by the participant or proxy.
    g. Have the participant or proxy sign the voucher in the presence of the cashier.
    h. Accept the cash value voucher for the purchase of fresh fruits and vegetables, which do not exceed the dollar value on the voucher.

19. For WIC voucher redemptions, the vendor agrees to:
    a. Utilize the State issued authorized vendor stamp only in the designated store and for checks redeemed only in that store.
    b. Be responsible for all vouchers stamped with the State issued authorized vendor stamp.
    c. Ensure the WIC vendor stamp is clearly imprinted on the front of all WIC vouchers in the designated area.
    d. Ensure that vouchers are endorsed prior to deposit with the vendor identification stamp.

e. Deposit vouchers to his/her account within 60 calendar days of issuance and not to use the voucher as a payment source to another.
f. Be liable for bank costs on any voucher rejected by the bank for reasons of store's incorrect acceptance and/or cashing of the voucher.
g. Reimburse the WIC Program, on a monthly basis, for charges over the maximum price on purchased items.

20. Administrative Reviews and Vendor Appeals:
    a. The State agency will provide applicable administrative review procedures along with any adverse action subject to administrative review. The State agency's administrative review procedures are also available upon written request.
    b. The State agency must provide full administrative reviews to vendors that appeal the following adverse actions:
        i) determination that the vendor is attempting to circumvent a sanction;
        ii) termination of an agreement for cause;
        iii) disqualification; and
        iv) imposition of a fine or a civil money penalty in lieu of disqualification.
    c. The State agency must provide abbreviated administrative reviews to vendors that appeal the following adverse actions:
        i) denial of authorization based on the vendor selection criteria for business integrity or for a current SNAP disqualification or civil money penalty for hardship;
        ii) denial of authorization based on the application of the vendor selection criteria for competitive price;
        iii) denial of authorization based on a State agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or a SNAP withdrawal of authorization or disqualification;
        iv) denial of authorization based on the State agency's vendor limiting criteria;
        v) denial of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed;
        vi) termination of an agreement because of a change in ownership or location or cessation of operations;
        vii) disqualification based on a trafficking conviction; and
        viii) disqualification based on the imposition of a SNAP civil money penalty for hardship;
        ix) denial of an application based on a determination of whether an applicant vendor is currently authorized by SNAP;
        x) a civil money penalty imposed in lieu of disqualification based on a SNAP disqualification under §246.12(l)(1)(vii); and
        xi) disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency (§246.12(l)(2)(iii)).
    d. Actions not subject to appeal by a vendor:
        i) the validity or appropriateness of the State agency's vendor limiting or selection criteria for minimum variety and quantity of supplemental foods, business integrity, and current SNAP disqualification or civil money penalty for hardship;
        ii) the validity or appropriateness of the State agency's selection criteria for competitive price (§246.12(g)(4)), including, but not limited to, vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors;
        iii) the validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations;
        iv) the State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required
        v) the State agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction
        vi) the validity or appropriateness of the State agency's prohibition of incentive items and the State agency's denial of an above-50-percent vendor's request to provide an incentive item to customers;
        vii) the State agency's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation;
        viii) denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency;

ix) the expiration of a vendor's agreement;
x) disputes regarding voucher payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error;
xi) disqualification of a vendor as a result of disqualification from SNAP; and
vii) the validity or appropriateness of the State agency's criteria for determining whether a vendor applicant is expected to meet the more than 50 percent criterion.

Date	Signature of Vendor	Title

Date	Signature of WIC Vendor Manager

Violations and Sanction Chart

Violation Class	Action	State / Federal **Sanction	Violation Type	Violation Description
A	WL and/or MRT	None	State Agency	vendor redeems vouchers without witnessing signature (pre-signed vouchers)
A	WL and/or MRT	None	State Agency	vendor fails to record purchase price in ink on voucher, at time of sale
A	WL and/or MRT	None	State Agency	vendor fails to request or check participant's WIC identification folder when redeeming vouchers
A	WL and/or MRT	None	State Agency	vendor refuses to allow participant to use coupons
A	WL and/or MRT	None	State Agency	vendor records purchase amount on voucher(s) after obtaining signature(s) of WIC participant/proxy
A	WL and/or MRT	None	State Agency	vendor maintains a separate check-out line or separate check-out procedures for WIC participants
A	WL and/or MRT	None	State Agency	vendor fails to post the WIC sign conspicuously
A	WL and/or MRT	None	State Agency	WIC Program Authorized Food List is not posted or available for use by cashiers
A	WL and/or MRT	None	State Agency	vendor requires participants to provide identification other than WIC ID cards (e.g. driver's license, address)
A	WL and/or MRT	None	State Agency	vendor does not display a "WIC Authorized" or similar shelf label
A	WL and/or MRT	None	State Agency	vendor does not display shelf prices
A	WL and/or MRT	None	State Agency	Misuse of WIC acronym or facsimiles in the name of the vendor or in advertising or other promotional materials.
A	WL and/or MRT	None	State Agency	Makes available in a public area a complimentary gift which may be consumed or taken without charge is a prohibited incentive item.
A	WL and/or MRT	None	State Agency	Vendor fails to submit monthly self inspection sheet by the 5th of each month.
A	WL and/or MRT	None	State Agency	Vendor fails to properly stamp the front of WIC food instruments or cash value vouchers with the authorized WIC stamp.
D	State Agency Sanction	6 Month Disqualification	State Agency	a pattern of limiting the choices and quantities of authorized food items listed on a participants vouchers (not allowing client to utilize entire food package)
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor knowingly provides false information to the WIC Program
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor threatens State/Federal staff
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor refuses to permit State/Federal personnel to perform onsite compliance monitoring
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor refuses to allow WIC State Agency Representatives the opportunity to review redeemed vouchers or pertinent records, or fails to provide evidence of proofs-of-purchase (invoices) of WIC foods during investigations
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor violates participants' civil rights
D	State Agency Sanction	1 Year Disqualification	State Agency	vendor knowingly provides cash for the return of items purchased with WIC vouchers
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to stock the mandatory required level of authorized foods
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to remit payment for overcharges or bid differentials, as requested by the Program
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to have a valid Public Health permit and maintain the store in clean and sanitary condition per the State of Delaware Food Code
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to have an adequate history of compliance during previous agreement periods or successful complete a probationary agreement period
E	State Agency Sanction	Termination of agreement	State Agency	vendor's reimbursement check issued for payment to the WIC Program is returned by the bank for insufficient funds
E	State Agency Sanction	Termination of agreement	State Agency	vendor does not have a valid State of Delaware business license to operate as a food retailer in Delaware

Violations and Sanction Chart

Violation Class	Action	State / Federal **Sanction	Violation Type	Violation Description
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to be open for business at least 10 hours a day, 6 days a week, unless otherwise authorized by the State Agency office
E	State Agency Sanction	Termination of agreement	State Agency	vendor or authorized vendor representative fails to attend mandatory WIC training sessions as scheduled by the State Agency
E	State Agency Sanction	Termination of agreement	State Agency	vendor submits the vendor bid application with false information
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to submit competitive prices on the vendor bid application
E	State Agency Sanction	Termination of agreement	State Agency	vendor fails to abide by competitive prices on the vendor bid applications
E	State Agency Sanction	Termination of agreement	State Agency	change of ownership or location or cessation of operations
E	State Agency Sanction	Termination of agreement	State Agency	conflict of interest exists between the vendor and the State Agency
M	Federal Sanction	*Permanent Disqualification	Federal/USDA 246.12(l)(1)(i)	vendor convicted of trafficking of food instruments or cash value vouchers or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)) in exchange for food instruments or cash value vouchers
M	Federal Sanction	*6 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(A)	one incident of buying or selling food instruments or cash value vouchers for cash (trafficking)
M	Federal Sanction	*6 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(B)	one incident selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments or cash value vouchers
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(A)	one incident of the sale of alcohol or alcoholic beverages or tobacco products in exchange for food instruments or cash value vouchers
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(B)	a pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(C)	a pattern of charging participants more for supplemental food than non-WIC customers or charging participants more than the current shelf price
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(D)	a pattern of receiving, transacting and/or redeeming food instruments or cash value vouchers outside of authorized channels, including the use of unauthorized vendor and/or an unauthorized person
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(E)	a pattern for charging for supplemental food not received by the participant
M	Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(F)	a pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food instruments or cash value vouchers
M	Federal Sanction	*1 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(iv)	a pattern of providing unauthorized food items in exchange for food instrument or cash value vouchers, including charging for supplemental food provided in excess of those listed on the food instrument or cash value voucher
M	Federal Sanction	*Double the Corresponding Federal Sanction	Federal/USDA 246.12(l)(i)(ii)(iii)(iv)(v)	vendor previously assessed sanction for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) - State shall double second sanction. Civil money penalties may be doubled up to the limits allowed under (l)(1)(x)(C)
M	Federal Sanction	*Double the Corresponding Federal Sanction	Federal/USDA 246.12(l)(i)(ii)(iii)(iv)(v)(vi)	vendor previously assessed 2 or more sanctions for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) - State must double third and subsequent sanctions, civil money penalty not permitted, disqualification is only option

Violations and Sanction Chart

Violation Class	Action	State / Federal **Sanction	Violation Type	Violation Description
M	Federal Sanction	*Disqualification for same length as SNAP	Federal/USDA 246.12(l)(i)(ii)(iii)(iv)(v)(vi)(vii)	vendor is disqualified from Supplemental Nutrition Assistance Program (SNAP)
P	Nonpayment or Reimbursement	None	State Agency	vendor fails to deposit vouchers within 60 calendar days from the date of issuance
P	Nonpayment or Reimbursement	None	State Agency	vendor redeems voucher(s) outside valid dates
P	Nonpayment or Reimbursement	None	State Agency	vendor redeems voucher(s) without obtaining client's signature
P	Nonpayment or Reimbursement	None	State Agency	vendor redeems voucher(s) with alterations in date, food quantity, description, or participant information

WL = Warning Letter
MRT =Mandatory Retraining

* Also subject to reimbursement for improperly redeemed food instruments and cash value vouchers.

** State agency sanctions are based on a pattern of 2 or more violation incidences and may include disqualifications, civil money penalties assessed in lieu of disqualification, and administrative fines.

Last Revised: 01-1-16

Section 2

This section contains information regarding:

- The vendor information sheets.

Instructions for Vendor Information Sheets:

▪ ***All sections:***	TYPE or PRINT all information.
▪ ***All sections:***	Fill out all pages with all information requested.
▪ **Section A:**	Fill out all store information requested.
▪ **Section B:**	Write the seven-digit SNAP identification number. Write the nine-digit FIN or your Social Security number. Write the ten-digit Delaware business license number and attach a copy with the bid packet.
▪ **Section C:**	Write in Bank Name, Bank address, Date account became effective, Bank account number and Bank routing number.
▪ **Section D:**	Circle the correct answers.
▪ **Section E:**	Write the hours of operation. (Example: 9am – 8pm)
▪ **Section F:**	Write the 2014 gross food sales in dollars for the store. Write the 2014 annual retail sales in dollars for the store. Write the 2014 SNAP sales in dollars for the store.
▪ **Section G:**	Write the number of checkout lanes in the store. Circle the correct answer.
▪ **Section H:**	Circle the correct answer.
▪ **Section I:**	Circle the correct answers.
▪ **Section J:**	Write contact person information.
▪ **Section K:**	If the contact person and the billing contact person is the same, select option 1 by placing an "**X**" in the box. If the billing contact person is different from the contact person, use option 2 and write the necessary information.
▪ **Section L:**	Write grocery and formula wholesaler information.

READ ALL INFORMATION CAREFULLY BEFORE YOU FILL OUT THE VENDOR INFORMATION SHEETS.

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH

Vendor Information Sheet

WIC PROGRAM

TYPE OR PRINT ALL INFORMATION

A Store Name and Address Information

Name:			
Address:			
City:	State:	Zip Code:	
Phone:	Fax:		
Store Owner:	Email address:		
Store Manager:	Email address:		

B Identification Number Information

SNAP Identification Number:	→	
Federal Identification Number:	→	
Delaware Business License Number:	→	

C Banking Information

Bank Name:
Bank Address:
Effective Date of Account:
Bank Account Number:
Bank Routing (ABA) Number: (9 digit number at the bottom left on depost slip)

D Store Details

	(circle one)
Does the store have a minimum of 10,000 square feet of space (Total space)?	Yes No
Does the store have a minimum of 3 cash registers?	Yes No

E Store Hours of Operation

Business Hours:	Monday			
	Tuesday		Saturday	
	Wednesday		Sunday	
	Thursday			
	Friday			

F Store Sales Information

Enter the 2014 Gross Food Sales:	$
Enter the 2014 Total Retail Sales:	$
Enter the 2014 SNAP Redemptions	$

G Checkout Information

Number of Cash Registers:	(circle one)
Are negotiable instruments validated and/or endorsed by the register?	Yes No

H Pharmacy Information

	(circle one)
Is there a pharmacy located in the store?	Yes No

END OF PAGE 1 – GO TO PAGE 2

VENDOR INFORMATION SHEET – PAGE 2

I	Misc. Information	(circle one)	
	Permanent fixed location?	Yes	No
	Do you sell fresh fruit and vegetables?	Yes	No
	Do you sell kosher foods?	Yes	No
	Do any of the current owners, officers or managers have a conviction or civil judgment entered against them for fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice?	Yes	No
	Do you expect to derive more than 50% of your annual revenue from the sale of of item from the transactions involving WIC food instruments and/or cash value vouchers?	Yes	No
	Are any of the current owners, officers or managers serving a SNAP disqualification period by paying a civil money penalty in lieu of disqualification?	Yes	No
	Are any of the current owners, officers or managers serving a WIC disqualification period by paying a civil money penalty in lieu of disqualification?	Yes	No

Contact Person Information:

This is the central contact person for purposes of authorization, information distribution, inquiries, scheduled trainings, and dispute resolution. This may be the owner or an office staff person responsible for WIC services.

J	Contact Person Information (required information)
Name:	
Title:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Fax:	
Email:	

Billing Contact Person Information:

The State agency will mail all monthly billing letters to this contact person.

K	Billing Contact Person Information (required information)	
Option 1:	Same as above ☐ (mark "**X**" in box)	
Option 2:	Name:	
	Title:	
	Address 1:	
	Address 2:	
	City:	
	State:	
	ZIP:	
	Phone:	
	Fax:	
	Email:	

END OF PAGE 2 – GO TO PAGE 3

VENDOR INFORMATION SHEET – PAGE 3

Primary Grocery & Formula Wholesaler Information:

L Wholesaler Information (required information)	
Grocery :	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Grocery :	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Formula:	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	
Formula:	
Name:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Phone:	

END OF PAGE 3 – GO TO PAGE 4 (VENDOR SHELF PRICE SHEET)

Section 3

This section contains information regarding:

- The shelf price bid information guidelines;
- The payment methodology;
- The vendor shelf price sheet, and
- The vendor price bid sheet.

Instructions for the Vendor Bid Sheet:

▪ **READ:**	The bid food information guidelines.
▪ **READ:**	The payment methodology.
▪ ***All sections:***	TYPE or PRINT all information.
▪ **Section M:**	Write store name and shelf price for each food category.
▪ **Section N:**	Write store name and bid price for each food category.
▪ **REMINDER:**	Remember to have the proper signature on the vendor price bid sheet. Failure to have a signature will result in the denial of an application.
▪ **REMINDER:**	If an authorized WIC food is in stock in your store, you must permit WIC customers to purchase the item. (Example: If store has Product 19 in stock, you must permit WIC customers to purchase the cereal.)
▪ **REMINDER:**	DESIGNATED BRAND is defined as a store brand, generic brand, or national brand. The vendor is permitted to select the brand of milk, cheese, bread, dried beans, peanut butter, tortillas and eggs.

READ ALL INFORMATION CAREFULLY BEFORE YOU FILL OUT YOUR VENDOR PRICE BID SHEET.

DELAWARE WIC PROGRAM

2016-2018 Agreement Period

BID FOOD INFORMATION GUIDELINES

MILK - STORE BRAND, Gallon, ½ Gallon & Quart

Varieties: Fortified with vitamin D, not flavored

Applies to Whole, Reduced Fat (1%), Skim

CHEESE - STORE BRAND, 1 lb package

Varieties: Pasteurized American, Natural Cheddar, Mozzarella

NO - cheese food, product or spread
NO - Velveeta, Cheez Whiz, Kraft Singles
NO - imported, low sodium, low fat cheese products
NO - grated, shredded, or sticks
NO - deli-sliced, variety packs or organic
NO - 8 ounce blocks

CEREAL (CHILD/ADULT) - BRANDS LISTED ONLY

Varieties: Cold

General Mills - Cheerios
General Mills - Multi-Grain Cheerios
General Mills - Kix
General Mills - Corn Chex
General Mills - Rice Chex
General Mills - Wheat Chex
General Mills - Wheaties

Kellogg's - Corn Flakes
Kellogg's - Crispix
Kellogg's - Product 19

Varieties: Hot

Nabisco - Cream of Wheat Whole Grain 2½ Minute
Nabisco - Cream of Wheat Original 2½ Minute (red box)
Quaker - Old Fashion Oats
Quaker - Quick Oats
Quaker - Instant Oatmeal (regular/original flavor)

NO - individual serving packages for COLD CEREALS
Cream of Wheat - no instant
Instant Oatmeal - individual serving packages only

PEANUT BUTTER - STORE BRAND, 16-18 oz jar

Varieties: Creamy or Crunchy

NO - jelly or marshmallow added, squeeze tubes or reduced fat

TORTILLAS - Store Designated BRANDS LISTED ONLY

Varieties: 100% Whole Wheat Only - 1 lb pack (16 oz)

- Azteca Buena Vida Whole Grain Tortillas
- Bimbo 100% Whole Wheat Tortillas
- Carlita 100% Whole Wheat Flour Tortillas
- Giant 100% Whole Wheat Flour Tortillas
- Mayan Traditional Whole Wheat Tortillas
- Mission 100% Whole Wheat Flour Tortillas
- Ortega Whole Wheat Tortillas
- Shoprite 100% Whole Wheat Flour Tortillas
- Siempre Authenic Whole Wheat Flour Tortillas

JUICE (CHILD/ADULT) - BRANDS LISTED ONLY

Varieties: 64 oz. bottled, unsweetened

All Varieties - Juicy Juice 100% juice (**NO Harvest Surprise**)
All Varieties - Old Orchard 100% juice
Orange - STORE BRAND, unsweetened (Carton or Bottle)
Apple - Lucky Leaf
Apple - Musselman's
Apple - White House
Apple - Seneca (red label)

NO - calcium/fiber fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices

Varieties: 11.5 - 12 oz. frozen concentrate, unsweetened

Orange - STORE BRAND, unsweetened
All Varieties - Old Orchard (**must have green tear strip**)
All Varieties - Welch's (**must have yellow tear strip**)
Apple - America's choice
Apple - Food Lion
Apple - Giant
Apple - Pathmark
Apple - Seneca (red label)
Grape - Seneca

NO - calcium/fiber fortified juice
NO - juice drinks, juice ades, juice beverages
NO - sweetened juices

DRIED BEANS - STORE BRAND, 1 lb pkg

Varieties: Any mature variety

NO beans mixed with spices or meat

EGGS - STORE BRAND, one dozen size

Varieties: Large, White Only

BREAD - Store Designated BRANDS LISTED ONLY

Varieties: 100% Whole Wheat Only - 1 lb loaf (16 oz)

- Acme
- America's Choice
- Bimbo
- Food Lion
- Giant
- Great Value
- Old Tyme Schmidt
- Safeway
- Sara Lee
- Shoprite

***** STORE BRANDS *****
STORE BRANDS not listed can be considered for approval by sending the product label with ingredients to the WIC Administrative office, Dover

INFANT FORMULA - CONTRACT BRAND

*Varieties: Milk Base - **Similac Advance Early Shield***

13 ounce can, concentrate & 12.4 ounce powder

INFANT CEREAL - GERBER BRAND

Varieties: Rice, Oatmeal, Multigrain, Whole Wheat

NO cereal mixed with fruit or fruit bites, no organic

INFANT FRUIT - GERBER BRAND (2 pack)

Varieties: All fruits, single, mixed, fruit & veggie blends

4.0 oz container

NO DHA, organic, desserts, medleys, custards or puddings

INFANT VEGETABLE - GERBER BRAND (2 pack)

Varieties: All vegetables, single, mixed, fruit & veggie blend

4.0 oz container

NO DHA, organic or dinners

*** IMPORTANT ***

Infant Formual = statewide avg shelf price by vendor class

One bid price shall apply to all varieties and brands listed. For example:
*** one bid price will apply to Pasteurized American, Mozzarella, and Natural Cheddar Cheese

Cash Value Voucher (for fresh fruits and vegetables)
"Split Tender" transaction allowed

NOTE: The Delaware WIC Program will pay shelf price for the following:

1-Buttermilk
2-Lactose Reduced Milk (Whole, Reduced Fat-1% & Skim)
3-Powdered Milk
4-UHT(Ultra High Temperature) Milk (Whole, Reduced Fat-1% & Skim)
5-Evaporated Milk (Whole & Reduced Fat-1%)
6-Soy Milk (8th Continent - Original)
7-Tuna, Chunk Light, Water Packed, 5-6.5 oz cans
8-Salmon, Store Brand w/skin & bones, 7.5 oz cans
9-Infant formulas not listed on formula sheet
10-Gerber Infant Meat/Poultry (2nd Foods) 2.5 oz jar

Payment Methodology

Vendors will be paid as follows:

Milk, Cheese and Eggs

- Bid prices will be adjusted each quarter using the Consumer Price Index (CPI), US city average.

Cereal (adult/child), juice (adult/child), Whole Wheat Bread, Whole Wheat Tortillas, dried beans, and peanut butter

- Calendar years 2016 and 2017 – No change to bid prices.
- Calendar year 2018 – Bid prices will be adjusted on a quarterly basis using CPI, US city average. The first adjustment will take effect January 1, 2018.

Gerber Infant cereal, fruit and vegetables

- Calendar years 2016 through 2018 – No change to bid prices.

Similac Advance Early Shield (13 oz. concentrate), Similac Advance Early Shield (12.4 oz. powder), The State agency will pay a statewide average shelf price.

- The State agency will collect shelf prices and calculate statewide averages on a quarterly basis.
- The statewide average is the maximum the State agency will pay.

Calendar Year	Items	Payment Explanation
2016-2018	Milk Cheese Eggs	The State agency will adjust bid prices on a quarterly basis using the CPI, US city average.
2016-2017	Cereal Juice Whole Wheat Bread Whole Wheat Tortillas Dried Beans Peanut Butter	The State agency will pay the bid price.
2018	Cereal Juice Whole Wheat Bread Whole Wheat Tortillas Dried Beans Peanut Butter	The State agency will adjust bid prices on a quarterly basis using the CPI, US city average.
2016-2018	Gerber Infant cereal Gerber Infant fruit Gerber Infant Vegetables	The State agency will pay the bid price.
2016-2018	Similac Advance Early Shield[1] Similac Advance Early Shield[2]	The State agency will pay a statewide average shelf price. The State agency will collect and average shelf prices on a quarterly basis. The statewide average is the maximum the State agency will pay.

[1] 13 oz. concentrate
[2] 12.4 oz. powder

NOTE: Adjustments will be made for catastrophic environmental conditions that might affect the GNP. Adjustments are never made below initial bid prices submitted by the vendor.

VENDOR SHELF PRICE SHEET – PAGE 4

Store Name: _____

M SHELF PRICES									
Food Category	**Unit Size**	**Shelf Prices (dollars)**				**(cents)**			
Similac Advance Early Shield	13 oz concentrate	$			.			per 13oz can
Similac Advance Early Shield	12.4 oz powder	$			.			per 12.4oz can
Whole Wheat Bread	16 oz	$			.			per pound
Cheese	16 oz	$			.			per pound
Dried Beans	16 oz	$			.			per 16oz bag
Eggs (White)	1 dozen (large)	$			.			per dozen, large
Gerber Infant Cereal	8 oz	$			.			per 8oz box
Gerber Infant Fruit	8 oz package	$			.			per 2 pack
Gerber Infant Vegetables	8 oz package	$			.			per 2 pack
Juice	64 oz	$			.			per bottle
Juice (frozen concentrate)	11.5 – 12 oz	$			.			per can
Milk	1 gallon	$			.			per gallon
Milk	Half gallon	$			.			per ½ gallon
Milk	Quart	$			.			per quart
Peanut Butter	16-18 oz	$			.			per 16-18 oz jar
Whole Wheat Tortillas	16 oz	$			.			per pound

END OF PAGE 4 – GO TO PAGE 5 (VENDOR PRICE BID SHEET)

VENDOR BID PRICE SHEET – PAGE 5

Vendor Participation Agreement Period
January 1, 2016 - December 31, 2018

Store Name: _____

N BID PRICES									
Food Category	**Unit Size**	**Bid Prices (dollars) (cents)**							
Whole Wheat Bread	16 oz	$			.			per pound
Cereal – Adult	1 oz	$			.			per ounce
Cheese	16 oz	$			.			per pound
Dried Beans	16 oz	$			.			per 16oz bag
Eggs (White)	1 dozen (large)	$			.			per dozen, large
Gerber Infant Cereal	1 oz	$			.			per ounce
Gerber Infant Fruit	8 oz package	$			.			per 2 pack
Gerber Infant Vegetables	8 oz package	$			.			per 2 pack
Juice	64 oz	$			.			per bottle
Juice (frozen concentrate)	11.5 – 12 oz	$			.			per can
Milk	1 gallon	$			.			per gallon
Milk	Half gallon	$			.			per ½ gallon
Milk	Quart	$			.			per quart
Peanut Butter	16-18 oz	$			.			per 16-18 oz jar
Whole Wheat Tortillas	16 oz	$			.			per pound
END OF PAGE 5 – REMEMBER TO SIGN AT THE BOTTOM OF THIS PAGE									

Note: It is required that the applicant bidder shall submit only one (1) bid price sheet for each item listed. The State shall apply the bid price to all varieties, brands and container sizes.

_____

If applicant bidder is a corporation, the representative signature must be legally binding.

_____ _____

Owner/Authorized Signature Date Owner/Authorized Name – PRINT