

Delaware WIC Program

Vendor Bid Application

2019 – 2021 Authorization Process



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Public Health

WIC Program

INTRODUCTION

Enclosed you will find the January 1, 2019 - December 31, 2021 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 5.

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 eWIC benefits (eWIC card) to enable them to purchase WIC approved foods at local retail grocery stores. The eWIC card has a prescription for specific foods selected for the nutritional need of the individual with amounts loaded to the eWIC card. WIC participants will receive a eWIC card that includes a list of specific foods that can be purchased, and a Cash Value Benefit (CVB) that has a fixed-dollar amount for the purchase of fresh fruits and vegetables. Authorized vendors are always required to allow the participant to purchase what is loaded to their eWIC card.

What is new?

- Eligible stores must have integrated point of sale devices (cash registers) able to accept eWIC.
- Participant-to-vendor ratio is 275:1 (previous ratio was 250:1).
- Stage 2 Infant Fruit and Infant Vegetable allowable in Gerber 4.0 ounce, 2 pack and/or Beechnut Classics 4.0 ounce jar. Bid price will be per ounce (like adult cereal).
- Beechnut Infant Cereal is allowable.
- American, Cheddar, and Mozzarella cheese will require a bid price for each cheese type.
- Yogurt 32 ounce (Vanilla and Original) has been added to the authorized food list. Program will pay shelf price.
- Silk Soy Milk (Original only) has been added to the authorized food list. Program will pay shelf price.
- Kellogg's All-Bran Complete Wheat Flakes cereal in 18oz box has been added.
- Kellogg's Frosted Mini-Wheats Original 18oz, 24oz, 36oz boxes have been added.

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 2019-2021 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 31, 2018.

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 2018 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 2016-2018 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 eligibility criteria will be rejected and denied placement on the primary waiting list. During the 2019-2021 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 integrated point of sale devices (multi-function cash registers) able to accept eWIC.
- 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 servicing a disqualification period from SNAP.
- Not be servicing 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 "servicing 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
2019-2021 Agreement Period
Minimum Mandatory WIC Stock

INFANT FORMULA - Contract Brand
Varieties: Milk Base - Similac Advance Early Shield
Minimum Stock Pwdr: 18 - 12.4 ounce cans, powder
Minimum Stock Conc: 62 - 13 ounce cans, concentrate

INFANT CEREAL - BRANDS LISTED ONLY
Varieties: Rice, Oatmeal, Multigrain, Whole Wheat, Barley
 Gerber
 Beech-Nut
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 - BRANDS LISTED ONLY
Varieties: All vegetables including mixed and fruit/vegetable blends
 Gerber Brand 2nd Foods (2-pack)
 Beech-Nut Brand Stage 2 Classics (4oz)

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 DFA

INFANT FRUITS - BRANDS LISTED ONLY
Varieties: all fruits including mixed and fruit/vegetable blends
 Gerber Brand 2nd Foods (2-pack)
 Beech-Nut Brand Stage 2 Classics (4oz)

Must have at least 2 flavors on the shelf
Minimum Stock: 20 - 4.0 ounce containers (10 - 8 oz 2 packs) total
 NO DFA, organic, or medley's
 NO desserts, custards, or puddings

BREAD - Store Designated Brands Listed Only
Varieties: 100% Whole Wheat Only - 1 lb loaf (1.6 oz)
 •Arnold
 •Bimbo
 •Food Lion
 •Giant
 •Gourmet
 •Hauswald's
 •Nature's Harvest
 •Nature's Own
 •Redner's
 •Sara Lee
 •Schmidt
 •Shoprite
 •Signature Select
 •The Fresh Grocer
 •Weis

Minimum Stock: 5 loaves

TORTILLAS - Store Designated Brands Listed Only
Varieties: 100% Whole Wheat Only - 1 lb pack (1.6 oz)

- Don Pancho 100% Whole Wheat Tortillas
- Food Lion 100% Whole Wheat Tortillas
- Giant 100% Whole Wheat Flour Tortillas
- Natures Promise Whole Wheat Tortillas
- Micasa Whole Wheat Tortillas
- Mission 100% Whole Wheat Flour Tortillas
- Ortega Whole Wheat Tortillas
- Siempre Autentico 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, Cheese 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 variety 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 - Rice Chex
- General Mills - Wheat Chex
- General Mills - Wheaties
- Kellogg's - Corn Flakes
- Kellogg's - Crispix
- Kellogg's - Frosted Mini-Wheats Original
- Kellogg's - All-Bran Complete Wheat Flakes

Varieties: Hot
 B&G - Cream of Wheat Whole Grain 2½ Minute
 B&G - Cream of Wheat Original 2½ Minute (red box)
 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 - Musselma'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 concentrates, 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 - Best Yet
- Apple - Signature Kilchens
- Apple - Tipton Grove
- Apple - Essential Everyday
- Apple - Tree Top
- Apple - Weis
- Apple - Giant
- Apple - Great Value
- Apple - Shoprite
- 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 Harvest Surprise

FRESH FRUIT & VEGETABLES
Varieties: All fresh fruits and vegetables

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 (275:1) 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.

<i>If geographic area has...</i>	<i>...then...</i>	<i>...means the number of vendors authorized is...</i>
825 participants	825 divided by 275 = 3.0	3
925 participants	925 divided by 275 = 3.4	3
1050 participants	1050 divided by 275 = 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 bid 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 pay the bid/statewide average (see payment methodology page) or actual shelf price depending on food item charged at the time of the WIC transaction;
- WIC will pay each vendor the redeemed amount of the cash value benefit, **not to exceed the value of the cash value benefit**;
- Allows WIC participants to utilize their eWIC benefits 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, 2019 and ending December 31, 2021 for vendors who were WIC authorized on December 31, 2018;
- 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**

This Agreement is between [Vendor name](hereafter referred to as Vendor):

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>EI Number</u>

and the State of Delaware, Department of Health and Social Services (DHSS), Division of Public Health (DPH), Women, Infants and Children (WIC) Program (hereafter referred to as WIC Program) for the purpose of securing the Vendor's participation in the Special Supplemental Nutrition Program and to set out the various duties, responsibilities, and covenants made between the Vendor and the WIC Program.

EFFECTIVE DATES AND TERMINATION:

- 1. The Vendor hereby agrees to participate with the WIC Program. This Agreement shall take effect on the 24th day of October, 2016 and will terminate on the 31st day of December, 2018, unless superseded by a new or modified Agreement, or until terminated as provided in this paragraph.
- 2. All previous Agreements between the Vendor and the WIC Program are superseded and replaced by this Agreement.
- 3. This Agreement may be terminated for cause by the WIC Program upon 15 days written notice to the Vendor, subject to an opportunity for hearing, as provided in the Delaware WIC Program Vendor Handbook (hereafter referred to as Vendor Handbook).
- 4. This Agreement is not transferable and automatically terminates upon a change of store ownership or upon cessation of store operation. However, in the case of multiple store operations, the Vendor's written notification to the WIC Program identifying a cessation of operation of less than all stores mentioned in the Agreement or the addition of others, including name, address and telephone number, and store manager's name shall be considered an amendment of this Agreement unless disapproved in writing by the WIC Program.

5. Upon expiration of this Agreement, neither the WIC Program nor the Vendor has an obligation to renew the Agreement. The WIC Program will provide Vendors with not less than 15 days advance written notice of the expiration of this Agreement. Expiration of the Agreement is not subject to appeal.
6. Vendors must notify the WIC Program in writing if any change in ownership, store name, store location or cessation of operations at least 15 days prior to the effective date of change. This Agreement is null and void if ownership or store location changes or cessation of operations.
7. In addition to disqualification or termination for violation of the Agreement, the WIC Program may terminate this Agreement under any of the following conditions:
 - a. If WIC Program funding is not obtained or continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible and when agreed upon, this Agreement may be modified to accommodate a reduction of funds;
 - b. If statutes, regulations, rules, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the Agreement;
 - c. If any license or certificate required by law or regulation to be held by the Vendor to provide the services required by this Agreement is for any reason denied, revoked or not renewed;
 - d. If the WIC Program determines that the Vendor has provided false information in connection with its application for authorization;
 - e. If a Vendor does not meet current selection criteria during the Agreement period.
8. Any reference in this Agreement to "days" means calendar days unless further defined.
9. 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.
10. This agreement will be terminated if the WIC Program identifies a conflict of interest between the Vendor and the WIC Program.
11. The Vendor's failure to abide by any of the provisions of this agreement shall be cause for termination of the agreement.
12. The WIC Program shall provide the Vendor with an administrative review in accordance with the provisions in the Vendor Handbook per Violations/Sanctions and Administrative Reviews/Vendor Appeals.

VIOLATIONS/SANCTIONS AND ADMINISTRATIVE REVIEWS/APPEALS:

1. Violations, Sanctions and Penalties:
 - a. The WIC Program 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 WIC Program may consider patterns or practice of violations in assessing sanctions against the Vendor. A pattern is considered two or more violations. The WIC Program shall send a written warning to the Vendor unless the WIC Program determines, on a case-by-case basis, that notifying the Vendor would compromise the compliance investigation.
 - b. When the WIC Program determines the Vendor has committed a violation that affects the payment to the Vendor, the WIC Program will establish a claim. The WIC Program may establish a claim in the amount of the full purchase price of the transaction. The WIC Program 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 WIC Program. In collecting a claim, the WIC Program 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 WIC Program 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 WIC Program shall disqualify a Vendor from the WIC Program if the Vendor is or becomes disqualified from the SNAP. If the WIC Program determines that disqualification of the Vendor would result in inadequate participant access, the WIC Program shall impose a civil money penalty, in lieu of disqualification. Length of disqualification from WIC will be the same as SNAP disqualification.

2. Administrative Reviews and Vendor Appeals:

- a. The WIC Program will provide applicable administrative review procedures along with any adverse action subject to administrative review. The WIC Program's administrative review procedures are also available upon written request.
- b. The WIC Program 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. impose of a fine or a civil money penalty in lieu of disqualification.
- c. The WIC Program 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 WIC Program-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 WIC Program'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 Program (§246.12(l)(2)(iii)).
- d. Actions not subject to appeal by a Vendor:
 - i. the validity or appropriateness of the WIC Program'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 WIC Program'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 WIC Program's participant access criteria and the WIC Program's participant access determinations;
 - iv. the WIC Program's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required;

- v. the WIC Program'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 WIC Program's prohibition of incentive items and the WIC Program's denial of an above-50-percent Vendor's request to provide an incentive item to customers;
- vii. the WIC Program'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 WIC Program's Vendor authorization is subject to the procurement procedures applicable to the WIC Program;
- ix. the expiration of a Vendor's agreement;
- x. disputes regarding 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;
- xii. the validity or appropriateness of the WIC Program's criteria for determining whether a Vendor applicant is expected to meet the more than 50 percent criterion.

WIC PROGRAM RESPONSIBILITIES:

1. The WIC Program will provide prompt payment to the Vendor through normal banking channels for all valid eWIC transactions.
2. As part of the redemption procedure, the WIC Program will make price adjustments to bid prices per the payment methodology in the Vendor Bid Application and will pay shelf price for all non-bid items. The WIC Program may deny payment to the Vendor for improper eWIC transactions, may offset future payments to the Vendor, or require and receive reimbursement from the Vendor for the amounts paid by the WIC Program to the Vendor on improper eWIC transactions and for unsubstantiated quantities of WIC food items. In addition to denying payment, the WIC Program may sanction the Vendor for overcharging.
3. When the WIC Program determines the Vendor has committed a violation affecting payment to the Vendor, the WIC Program will delay payment or establish a claim. The WIC Program may delay payment or establish a claim in the amount of the full purchase of each eWIC transaction containing the Vendor overcharge or other error. The Vendor shall have an opportunity to provide justification or correction when the WIC Program denies reimbursement for a eWIC transaction or requests payment for an improper eWIC transaction.
4. The WIC Program shall research and provide a response within 10 business days of the receipt of the notification of a payment dispute from a Vendor.
5. All payment disputes shall be resolved within 45 business days of the first notification by either party. Resolution of a dispute completed within the dispute timeframe is final. The initiating party shall be deemed entitled to the claim and the disputed item will be settled in their favor.
6. The WIC Program will provide the Vendor with training annually and as needed.
7. The WIC Program will notify Vendors of changes to Federal or State statutes, rules, regulations and policies governing the WIC Program before the changes are implemented. The WIC Program will provide the Vendor as much notice as possible.
8. When the WIC Program finds a Vendor has committed a violation requiring a pattern (2 or more) of occurrences in order to impose a penalty, the WIC Program shall send a written warning to the Vendor, unless the WIC Program determines, on a case-by-case basis, that notifying the Vendor would compromise the compliance investigation.
9. Monitor all Vendors for compliance within this Vendor Agreement and as outlined in the Vendor Handbook.

VENDOR RESPONSIBILITIES:

1. The Vendor may only provide authorized supplemental food benefits prescribed and available on the electronic WIC (eWIC) card during a WIC transaction. The Vendor may not provide unauthorized food items, non-food items, cash, or credit (including rainchecks) in exchange for eWIC benefits. The Vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with eWIC benefits, 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).
2. The Vendor must use multi-function point of sale equipment (POS) obtained through commercial suppliers that is capable of supporting eWIC and other payment tender types.
3. The Vendor is expected to utilize all of their checkout lanes with multi-function POS equipment to increase efficiencies and convenience in the checkout lanes for all customers.
4. The Vendor shall not charge the WIC Program any third-party commercial processing costs and fees incurred by the Vendor from eWIC multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor that the Vendor elects to use to connect to eWIC system of the State shall be borne by the Vendor.
5. The WIC Program shall not pay or reimburse the Vendor for interchange fees related to eWIC transactions.
6. The WIC Program shall not pay for ongoing maintenance, processing fees or operational cost for vendor systems and equipment used to support eWIC.
7. The Vendor must comply with eWIC operating rules, standards and technical requirements.
8. The Vendor shall not issue cash change to an authorized participant for eWIC transactions less than the total face value of a Cash Value Benefit (CVB). The authorized participant may use an alternative form of payment to purchase fruits and vegetables in excess of their face value for a CVB.
9. The Vendor must scan all food items individually. Cashiers may use the quantity key to scan identical Universal Product Code's (UPC's). They must give the participant a receipt for each eWIC purchase. Cashiers cannot retain the participant's eWIC card or ask for their eWIC Personal Identification Number (PIN). The Cashiers cannot ask for other forms of identification in addition to the eWIC card and they must allow the participant to check their eWIC card balance of foods without making a purchase.
10. The Vendor agrees to:
 - a. Not charge participants for authorized supplemental foods obtained with eWIC benefits and not seek restitution from participants for eWIC transaction not reimbursed or partially reimbursed by the WIC Program.
 - e. Not to include sales tax on eWIC purchases.
 - f. Offer WIC participants the same courtesies as offered to other customers, and may not treat WIC participants differently by offering incentive items that are not offered to non WIC customers.
 - g. Be accountable for any intentional or unintentional action of its owners, officers, managers, agents, and employees with or without knowledge of management who violate this Vendor Agreement or federal or state statues, regulations, policies or procedures governing the WIC Program.
 - h. 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, gender, age, or disability.

- i. Post "We Accept eWIC" signs provided by the WIC Program in a prominent place of business in order that any member of the public may be aware of the Vendor's status.
 - j. Display shelf prices and use WIC Authorized shelf labels or labels approved by the WIC Program.
 - k. To be monitored by WIC Program authorized representative or federal government official for compliance of program rules and regulations.
 - l. To maintain, for a period of 6 months, purchase and receiving records, including, but not limited to, inventory records showing all wholesale and retail purchases, state and federal tax returns and other pertinent records that are necessary to substantiate the volume and prices charged for eWIC foods. These records shall be made available to the Authority upon request.
 - m. Not to use the WIC/eWIC acronym or close facsimiles, in the name of the Vendor, in advertising or other promotional materials.
 - n. Prohibit incentive items which may be consumed or taken without charge in a way to attract WIC customers only.
 - o. Vendor may not apply stickers, tags, or labels with the service mark on WIC approved products.
 - p. Only provide WIC customer's infant formula that the Vendor obtains from sources on the States authorized suppliers and manufacturers list.
11. Vendors are responsible for keeping the Approved Product List (APL) current at all times to include mapping fruit and vegetables to Price Look Up (PLU) codes. The Vendor must use the eWIC UPC Application Form to make changes to the APL and must follow procedures outlined on the WIC Program webpage: www.dhss.delaware.gov/dhss/dph/chca/dphwicveninf01.html
12. The Vendor will participate in all training sessions deemed necessary by the WIC Program. The Vendor shall designate at least one person, at each authorized Vendor location, to serve as the designated trainer. The designated trainer shall train all checkers, and other staff involved with eWIC transactions. The Vendor or its designated trainer shall promptly inform employees of changes to the WIC Program, including changes to the WIC Authorized Food List. The WIC Program must provide Vendors with at least one alternative date on which to attend interactive Vendor training sessions.
13. Vendors are not authorized to accept eWIC transactions after this agreement has expired or has been terminated. The WIC Program is not obligated to reimburse the Vendor for any eWIC transactions accepted after this agreement has expired or has been terminated.
14. The Vendor must notify the WIC Program immediately, via telephone, and attain authorization from the WIC Program office in the event that a store will be closed for any days and times other than those specified on the application information sheet.

The Vendor agrees to participate in the Supplemental Nutrition Program for Women, Infants, and Children and agrees to abide by Title 7, Code of Federal Regulation, Part 246; this Vendor Agreement; the Delaware Vendor Handbook; and all other applicable federal and state laws, regulations, and rules governing the WIC Program (including the eWIC Operating Rules).

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties. Vendor, by signature of its authorized representative, hereby acknowledges that Vendor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Assurance of Civil Rights Compliance:

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance. grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

Date

Signature of Vendor

Title

Date

Signature of WIC Program - 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 with integrated point of sale system fails to provide participants a printed eWIC balance inquiry
A	WL and/or MRT	None	State Agency	Vendor fails to provide WIC participants a printed receipt at the end of each eWIC transaction
A	WL and/or MRT	None	State Agency	Vendor fails to maintain and keep UPC's current on APL
A	WL and/or MRT	None	State Agency	Vendor scans (or manually enter) UPC's that are not affixed to authorized food items actually being purchased by the participant
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 maintains a separate check-out line or separate check-out procedures for WIC participant.
A	WL and/or MRT	None	State Agency	Vendor fails to post the WIC sign conspicuously
A	WL and/or MRT	None	State Agency	Vendor fails to make available for use the WIC Program Authorized Food List at each cashier checkout station
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	Vendor misuses the 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	Vendor 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 5 th of each month
B	State Agency Sanction	Termination of agreement	State Agency	Vendor submits the vendor bid application with false information
B	State Agency Sanction	Termination of agreement	State Agency	Vendor fails to notify the WIC Program with change of ownership or location or cessation of operations
B	State Agency Sanction	Termination of agreement	State Agency	Vendor has conflict of interest with the WIC Program
B	State Agency Sanction	Termination of agreement	State Agency	Vendor fails to abide by competitive prices on the vendor bid applications
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 eWIC benefits card (not allowing client to utilize entire food package)
D	State Agency Sanction	1 Year Disqualification	State Agency	Vendor knowingly provides cash for the return of items purchased with eWIC benefits
E	State Agency Sanction	Termination of agreement	State Agency	Vendor fails to stock the mandatory required level of authorized foods or provides out of date food items
E	State Agency Sanction	Termination of agreement	State Agency	Vendor knowingly provides false information to the WIC Program
E	State Agency Sanction	Termination of agreement	State Agency	Vendor threatens State/Federal staff
E	State Agency Sanction	Termination of agreement	State Agency	Vendor refuses to permit State/Federal personnel to perform onsite compliance monitoring
E	State Agency Sanction	Termination of agreement	State Agency	Vendor refuses to allow WIC State Agency Representatives the opportunity to review eWIC transactions or pertinent records, or fails to provide evidence of proofs-of-purchase (invoices) of WIC foods during investigations
E	State Agency Sanction	Termination of agreement	State Agency	Vendor violates participants' civil rights
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 reimbursement check issued for payment to the WIC Program is returned by the bank for insufficient funds

Violations and Sanction Chart

Violation Class	Action	State / Federal **Sanction	Violation Type	Violation Description
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
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
M	Federal Sanction	*Permanent Disqualification	Federal/USDA 246.12(l)(1)(i)	Vendor convicted of trafficking of eWIC benefits 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 eWIC food benefits or cash value benefits
M	Federal Sanction	*6 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(A)	One incident of buying or selling food eWIC benefits or cash value benefits 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 eWIC food benefits or cash value benefits
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 eWIC food benefits or cash value benefits
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 eWIC food benefits or cash value benefits 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 eWIC food benefits or cash value benefits
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 eWIC food benefits or cash value benefits, including charging for supplemental food provided in excess of those listed on the eWIC food benefit or cash value benefit
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
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)

WL = Warning Letter

MRT =Mandatory Retraining

* Also subject to reimbursement for improperly redeemed eWIC food benefits and cash value benefits.

* 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: 01-1-19

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 2017 gross food sales in dollars for the store.
Write the 2017 annual retail sales in dollars for the store.
Write the 2017 SNAP sales in dollars for the store.
-
- **Section G:** Write the number of checkout lanes in the store.
-
- **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 IT contact person is the same, select option 1 by placing an “X” in the box. If the IT 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.



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 deposit 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	
Of those cash registers, are they integrated point of sale devices?								Yes No	
E Store Hours of Operation									
Business Hours:		Monday						Saturday	
		Tuesday						Sunday	
		Wednesday							
		Thursday							
		Friday							
F Store Sales Information									
Enter the 2017 Gross Food Sales:				\$					
Enter the 2017 Total Retail Sales:				\$					
Enter the 2017 SNAP Redemptions				\$					
G Checkout Information									
Number of Cash Registers:									
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		<small>(circle one)</small>	
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 eWIC transactions?		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:	

eWIC Information Technology (IT) Contact Person Information:

The State agency point of contact for eWIC IT issues.

K IT Contact Person Information (required information)		
Option 1:	Same as above	<input type="checkbox"/> (mark "X" in box)
Option 2:	Name:	
	Title:	
	Address 1:	
	Address 2:	
	City:	
	State:	
	ZIP:	
	Phone:	
	Fax:	
	Email:	

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 Crispix 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 2019-2021 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: Pasturized 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 - All-Bran Complete Wheat Flakes
Kellogg's - Frosted Mini-Wheats Original
Varieties: Hot

B&G - Cream of Wheat Whole Grain 2½ Minute
B&G - Cream of Wheat Original 2½ Minute (red box)
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)
•Don Pancho 100% Whole Wheat Tortillas
•Food Lion 100% Whole Wheat Tortillas
•Giant 100% Whole Wheat Flour Tortillas
•Natures Promise Whole Wheat Tortillas
•Micasa Whole Wheat Tortillas
•Mission 100% Whole Wheat Flour Tortillas
•Ortega Whole Wheat Tortillas
•Siempre Autentico 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 - Best Yet
Apple - Signature Kitchens
Apple - Tipton Grove
Apple - Tree Top
Apple - Weis
Apple - Seneca
Grape - Seneca

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

DRIED BEANS - STORE BRAND, 1 lb pleg
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)
•Arnold
•Bimbo
•Food Lion
•Giant
•Gourmet
•Hauswald's
•Nature's Harvest
•Nature's Own
•Redner's
•Sara Lee
•Schmidt
•Shoptite
•Signature Select
•The Fresh Grocer
•Weis

***** STORE BRANDS *****
STORE BRANDS not listed can be considered for approval by emailing the product label with ingredients to the DHSS WIC Vendor Helpdesk

INFANT FORMULA - CONTRACT BRAND
Varieties: Milk Base - Similac Advance Early Shield
13 ounce can, concentrate & 12.4 ounce powder

INFANT CEREAL - BRANDS LISTED ONLY
Varieties: Rice, Oatmeal, Multigrain, Whole Wheat, Barley
Gerber Brand or Beech-Nut Brand
NO cereal mixed with fruit or fruit bites, no organic

INFANT FRUIT - BRANDS LISTED ONLY
Varieties: All fruits, single, mixed, fruit & veggie blends
Gerber Brand 2nd Foods (2 pack)
Beech-Nut Brand Stage 2 Classics (4oz jar)
NO DHA, organic, medleys, custards or puddings

INFANT VEGETABLE - BRANDS LISTED ONLY
Varieties: All vegetables, single, mixed, fruit & veggie blend
Gerber Brand 2nd Foods (2 pack)
Beech-Nut Brand Stage 2 Classics (4oz jar)
NO DHA, organic or dimmers

***** IMPORTANT *****

*** Infant Formula = statewide avg redemption price ***

One bid price shall apply to all varieties and brands listed. For example:
One bid price will apply to Gerber and Beech-Nut brands of infant cereal,
infant fruits, and infant vegetables

Cash Value Benefit (CVB) for fresh fruits and vegetables

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

- 1-Yogurt (32oz) (Plain or Vanilla)
- 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 or Vanilla) (Silk - 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 2019 and 2020 – No change to bid prices.
- Calendar year 2021 – Bid prices will be adjusted on a quarterly basis using CPI, US city average. The first adjustment will take effect January 1, 2021.

Infant cereal, fruit and vegetables

- Calendar years 2019 through 2021 – 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
2019-2021	Milk Cheese Eggs	The State agency will adjust bid prices on a quarterly basis using the CPI, US city average.
2019-2020	Cereal Juice Whole Wheat Bread Whole Wheat Tortillas Dried Beans Peanut Butter	The State agency will pay the bid price.
2021	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.
2019-2021	Infant cereal Infant fruit infant Vegetables	The State agency will pay the bid price.
2019-2021	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
American Cheese	16 oz	\$.		per pound
Mozzarella Cheese	16 oz	\$.		per pound
Cheddar 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 box	\$.		per 8 oz box
Gerber Infant Fruit	8 oz package	\$.		per 2 pack
Gerber Infant Vegetable	8 oz package	\$.		per 2 pack
Beechnut Infant Cereal	8 oz box	\$.		per 8 oz box
Beechnut Infant Fruit	4 oz jar	\$.		per jar
Beechnut Infant Vegetable	4 oz jar	\$.		per jar
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, 2019 - December 31, 2021

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
American Cheese	16 oz	\$.		per pound
Mozzarella Cheese	16 oz	\$.		per pound
Cheddar Cheese	16 oz	\$.		per pound
Dried Beans	16 oz	\$.		per 16oz bag
Eggs (White)	1 dozen (large)	\$.		per dozen, large
Infant Cereal	1 oz	\$.		per ounce
Infant Fruit	1 oz	\$.		per ounce
Infant Vegetables	1 oz	\$.		per ounce
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

