

INVITATION FOR BIDS (IFB)

For

Infant Formula, Nutrition Inventory & Supplies

IFB No: TMC2017-027

Issued by



**TMC
5215 McPherson
Laredo, TX 78041**

**Issue Date:
June 21, 2017**

Due Date and Time:

**July 14, 2017
3:00 p.m. (CST)**

BIDDING CONDITIONS AND INFORMATION TO BIDDERS

1. TMC is accepting sealed competitive bids for Infant Formula, Inventory and Supplies as per IFB No. TMC2017-027. Bids will be due at 3:00 p.m. (CST) on July 14, 2017. You may mail in your bid or bring it to:

TMC
ATTN: Jorge Sandoval
5215 McPherson
Laredo, TX 78041
Phone: (956) 722-5174 X-1158

2. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. Firm freight charges must be included, if applicable, and they will be considered as part of the total bid amount. TMC will not recognize any charges not specifically stated in a response to this IFB.
3. Bidders must sign and submit the attached BID PROPOSAL FORM along with pricing information on the NUTRITION INVENTORY AND SUPPLY BID LIST. Late or unsigned bids will not be considered.
4. Bid prices are requested to be firm for TMC's acceptance for thirty (30) days from bid opening date.
5. Unless otherwise specified, items shall be new and unused.
6. Purchases made by TMC are exempt from State sales tax and Federal Excise tax. Do not include tax in bid.
7. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL or NEMA.
8. **Unless otherwise indicated, brand names or manufacturer's references are included for descriptive purposes only and indicate type and quality desired; they are not intended to restrict competition.** Vendors may bid on items having equal function(s) and/or specifications. If bidding other than references, bidder must show manufacturer, brand or trade name and provide product specifications and descriptive literature.
9. TMC will not be bound by any oral statement or representation contrary to the written specifications of this Invitation to Bid.
10. Bids for goods will be considered to be FOB destination unless bidder indicates otherwise.
11. The vendor agrees to protect TMC from claims involving infringement of patents or copyrights for the items purchased on a contract resulting from this IFB.

12. A response to this IFB is an offer to contract based on the terms and conditions contained herein.
13. TMC reserves the right to waive minor technicalities, reject any and all bids, award a contract for all or any portion of a bid, award multiple contracts, or re-solicit for bids, according to what is in the best interests of TMC.
14. See Addendum A for equal opportunity notice.
15. In-Kind:

Any free items provided, such as equipment, supplies, services or contributions will be considered with an appropriate letter of In-Kind, which can be used by TMC Head Start Program. The letter must provide a dollar value amount for such products services in a form of valid In-Kind for TMC's Head Start Program.

Clear specifications for any In-Kind products services must accompany this Bid Response

A **TMC's Head Start Program Certificate of In-Kind Report** will be included as part of the resulting agreement of this solicitation. This report may need to be filled by the vendor, in addition to any In-Kind letters supplied.

If applicable charges for storage of products, equipment until delivery schedule is provided to awarded vendor by TMC will be considered an In-Kind contribution to TMC. TMC will not be responsible for payment of any storage fees.

BID PROPOSAL FORM

BIDDER MUST SIGN IN THE SPACE INDICATED BELOW AND RETURN THIS SECTION ALONG WITH BID AMOUNTS. FAILURE TO SIGN WILL RESULT IN REJECTION OF BID.

Bidder affirmations:

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the bid documents contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TMC employee in connection with the submitted bid. Failure to sign hereon, or signing with a false statement, shall void the submitted bid or any resulting contracts, and the Respondent shall be removed from all bid lists at TMC.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Invitation for Bids is authorized to sign such documents on behalf of the company and to bind the company under any contract, which may result from the submission of this proposal.
6. In the case of a tie, TMC will award a contract according to certain preferences. Check below for preference claimed, if applicable.
 - () Firm is a small business, minority-owned firm, or a woman-owned business
 - () Products and services offered conserve natural resources and protect the environment
 - () Products and services offered are dimensioned in the metric system.
7. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this Invitation for Bids.
8. The respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any Federal department or agency.

Vendor Name: _____

Address: _____

Phone #: _____

Fax: _____

E-mail: _____

Authorized representative: _____

(Signature)

(Printed name)

Date: _____

SPECIFICATIONS

This procurement is to purchase Infant Formula, Nutritional inventory & supplies for our Infant and Toddler Centers throughout our Multi-State program operation, to include the States of Texas, New Mexico, Oklahoma, Nevada, Indiana, Ohio, and Iowa.

1. General Specifications:

- a. Delivery of Infant formula products as listed on below nutrition inventory and supply bid list. (See attached Exhibit A)
- b. A 12-month period blanket order will be the result of this procurement.
- c. Quantities will be based on prior year consumption. TMC will determine the need throughout the length of this “Blanket P.O.” term.
- d. Order will be subject to increase or decrease based on operational needs.

2. Service Specifications:

- a. Resulting “Blanket P.O.” will specify exact location, quantities and delivery schedule to the following centers. (See attached exhibits B)

Note: Center addresses not listed will be provided once available.

3. Pricing Schedule

- a. Respondent must complete the Pricing Schedule on below itemized listing, (See attached exhibit A). If more space is needed, respondents may attach additional pages. ***Respondent must include their order item product number.***
- b. **Price shall reflect delivery to multiple centers under each Regional Level** (see attached exhibit B)
- c. TMC will not recognize or accept any charges or fees that are not specifically stated in the bid response.

Delivery Sites & Contact Names

Texas Migrant Council Corporate Office
5215 McPherson Rd.
Laredo, Texas 78041
Office: (956)722-5174 or 888-836-5151
Fax: (956)722-0803
Office: (956)722-5174
Contact Person: Raquel Meza

Texas Migrant Council Headquarters
5215 McPherson Rd.
Laredo, TX 78041
Contact Person: Raquel Meza

Upper and Lower Rio Grande Valley MHS Centers
Regional Office
110 S. Daniel Salinas Blvd. P.O. Box536
Donna, TX 78537
Office: (956) 464-5000
Fax: (956) 464-2100
Contact Person: Lino Zamora

Rio Grande Valley Regional Office
110 S. Daniel Salinas Blvd.
Donna, TX 78537
Contact Person: Lino Zamora

Weslaco Infant/Toddler Center
2711 S. Bridge Bldg. B (rear)
Weslaco, TX 78596
Center Mgr: Alma Gonzalez

Brownsville I/T Center
6225 Boca Chica Boulevard
Brownsville, TX 78521
Center Mgr: Maria McClain

Palmview Center
4900-West 3 Rd.
Mission, TX 78574
Center Mgr: Gloria Anzaldua

San Juan Center
202 S. San Antonio Ave.
San Juan, TX 78589
Center Mgr: Susan Padilla

Edcouch Center
1015 Santa Rosa
Edcouch, TX 78538
Center Mgr: Sandra Ehlinger

Las Milpas Center
210 W. Navarro
Pharr, TX 78577
Center Mgr: Janie Coreno

Edinburg Center
4800 N. Big 5 Rd.
Edinburg, TX 78541
Center Mgr: Sonia Garcia

Mercedes Center
124 N. Vermont
Mercedes, TX 78570
Center Mgr: Jesus Oranday

JJ Balli Center

815 E. Nebraska St.
Alamo, TX 78516
Center Mgr: Luliana Gallegos

Alto Bonito Center

7690 Polo St.
Rio Grande City, TX 78582
Center Mgr: Zaida Zarate

Donna Center

1404 Silver Ave.
Donna, TX 78537
Center Mgr: Irma Ramos

Donna I/T Center

1224 Stites
Donna, TX 78537
Center Mgr: Maria Andrade

Raymondville Center

700 N. 1st. (Old Kinder Bldg)
Raymondville, TX 78580
Center Mgr: Alejandro Perez

Alton Center

215 N. Mayberry Blvd.
Alton, TX 78573
Center Mgr: Olivia Piol-Ortiz

La Paloma-(San Benito)

35122 Canal Street
San Benito, TX 78586
Center Mgr: Rosie Barrientos

Progreso (Weslaco) Center

2711 S. Bridge
Weslaco, TX 78596
Center Mgr: Julissa Ramirez

Crystal City Regional Office

414 E. Zavala St.
P.O. Box 476
Crystal City, TX 78839
Office:(830) 374-3496
Fax: (830) 374-2574

Contact: Lou Anne Galvez

Crystal City Regional Office

414 E. Zavala St.
Mailing Address: P.O. Box 476
Crystal City, TX 78839
Contact Person: Lou Anne Galvez

Eagle Pass Infant Toddler

302 Balcones
Mailing Address: P.O. Box 5568
Eagle Pass, TX 78853
Center Mgr: Nora Mauricio

Crystal City Center

209 Cypress Ave Lot # 212
Crystal City, TX 78839
Center Mgr: Magdalena Botello

Uvalde Center

801 Vanessa St.
Uvalde, TX 78801

Center Mgr: Sonia Juarez

Eagle Pass II Center

2990 Diaz St. (Seco Mines)
Eagle Pass, TX 78852
Center Mgr: Oscar Jimenez

Eagle Pass I Center

2030 Farm Rd. 2030
Eagle Pass, TX 78852
Center Mgr: Patricia Martinez

Carrizo Springs Center

904 S. 5th Street
Carrizo Springs, TX 78834
Center Mgr: Elma Gutierrez

Laredo Regional Office

5102 N. Bartlett Ave.

P.O.Box 44039

Office: (956) 726-6909

Fax: (956) 726-4974

Contact: Cristina Rodriguez

Henry Bonilla Center

515 Sierra Vista Blvd.
Laredo, TX 78046
Center Mgr: SanJuanita Romero

Roma II - Star County

410 Rev. Richard Peel
Roma, TX 78584
Center Mgr: Livia Cantu

Rio Grande City – Starr County

501 E. Doria (Las Lomas Subdivision)
Rio Grande City, TX 78582
Center Mgr:

Alice – Jim Wells County

1200 S. Texas Blvd.
Alice, TX 78333
Center Mgr: Angie Garza

Mathis – San Patricio County

599 North Highway 9
Mathis, TX 78368
Center Mgr: Irene Rodriguez

Falfurrias – Brooks County

119 MacPena St.
Falfurrias, TX 78355
Center Mgr: Norma Moreno

San Antonio – Bexar County

1108 Brunswick
San Antonio, TX 78211
Center Mgr: Deborah Kaufman

Pearsall – Frio County

809 W. Frio
Pearsall, TX 78061
Center Mgr: Emma Garcia

Laredo Center – Webb County

2701 Norton
Laredo, TX 78046

Panhandle MHS Centers

Floydada – Floyd County

802 2nd Street
P.O. Box 672
Floydada, TX 79235
Center Mgr: Carolina Perez

Lubbock- Lubbock County

2003 Baylor
P.O. Box 2705
Lubbock, TX 79415
Center Mgr.: Rosalinda Guitierrez

Hereford -Deaf Smith County

239 Avenue H
P.O. Box 1126
Hereford, TX 79045
Center Mgr: Rosa Contreras

Muleshoe – Bailey County

719 Gum Street
P.O.Box 463
Muleshoe, TX 79347
Center Mgr: Estolia Anguiano

Plainview – Hale County

1110 El Camino Street
P.O.Box 1869
Plainview, Texas 79072
Center Mgr: Janice Robles

New Mexico MHS Centers

Clovis Center

700 Sheldon Street
Clovis, NM 88101
Phone: (505) 762-0270
Fax: (505) 762-0275
Center Mgr:

Mesquite Center

205 New Mexico Hwy 228
Mesquite, NM 88048
Phone: (505) 233-4083
Fax: (505) 233-4080
Center Mgr:

La Mesa Center

110 Florida
La Mesa, NM 88044
Phone: (575) 233-3811
Fax: (575) 233-2221

Ohio MHS Centers - Regional Office:

27758 Lemoyne Rd.
Millbury, OH 43447
Office # (419) 837-1038
Fax# (419) 837-1024

Contact Person:

Fremont - Sandusky County

1499 N. River Rd.
Fremont OH 43420
Center Mgr: Mary Alice Delgado

Helena – Sandusky County

474 Maple St.
Helena, OH 43435
Center Mgr: Niki Holland

New Carlisle – Clark County

476 N. Dayton Lakeview Rd.
New Carlisle, Oh 45344
Center Mgr.: Karen Gallegos

Hartville – Portage County

61 Hartville Rd. North
Hartville, Ohio 44632
Center Mgr: Maria Guerra

Shiloh Center

26 Mechanic St.
Shiloh, Ohio 44878
Center Mgr: Brandi Daniels

Napoleon Center

910 Third Street
Napoleon, Ohio 43545
Center Mgr: Dorothy Brison

Indiana MSHS Centers

Geneva Center

798 N. Main St.
Geneva, In. 46740
Center Mgr: Julissa Ramirez

Elwood Center (Grace Baptist Church)

11882 N. 33rd St.
Elwood, IN 46036
Center Mgr: Sylvia Leisure

Vincennes Center

1110 S. 15th St.
Vincennes, IN 47591
Center Mgr.: Maria Molina

New Palestine Center

4147 South 600 West
New Palestine, IN 43163
Center Mgr.: Patricia Martinez

Kokomo Center

836 S. Purdum St.
Kokomo, IN 46901
Center Mgr: Luliana Gallegos

Lafayette Center

619 N. 9th. S.
Lafayette, IN 47904
Center Mgr: Belinda Perez

Lakeville Center

601 N. Michigan
Lakeville, IN 46536
Center Mgr: Isabel Andrade

Oklahoma MHS Centers

Tahlequah Center

Tahlequah ISD-Science Building
351 Academy St. Building D
Tahlequah, Oklahoma 74464
Center Mgr: Susan Padilla

Anadarko Center

301 W. Broadway
Anadarko, Oklahoma 73005
Center Mgr: Rosie Barrientos

Iowa MHS Centers

Williamsburg Center

416 N. Highland
Williamsburg, IA 52361
Center Mgr: Elma Gitierrez

Nevada MHS Centers

Winnemucca Center

1095 South Bridge
Winnemucca, Nevada 89445
Center Mgr: Erica Bonilla-Jaku

Fallon Center

531 Humboldt St.
Fallon, Nevada 89406
Center Mgr: Veronica Lyons

Yerington Center

311 Virginia Street
Yerington, Nevada 89447
Center Mgr: Oscar Jimenez

IFB No.TMC2017-027
Agency Wide (All service States)
Infant Formula, Nutrition Inventory Supplies

Item	Alternate Item #	Item Name	Specification	Unit	Estimated Case Count	Stock No.	Unit Cost	Case Cost	Extension
1		Gerber Good Start Gentle Powder	GERBER GOOD START Gentle Powder Infant Formula	4 pack/27.8 oz. each	300				
2		Gerber Good Start Soy Powder	GERBER GOOD START Soy Powder Infant Formula	4 pack/25.8 oz.	300				
3		Gerber Good Start Soy RTF	GERBER GOOD START Soy Ready to use Infant Formula	24 pack 8.45oz.	250				
4		Gerber Good Start Soothe Powder	GERBER GOOD START Soothe Powder Infant Formula	4 pack 22.2oz.	300				
5		Neosure	22 cal/oz., high in portein, vitamins, and minerals for preterm and/or low birth weight infants; contains 25% fat from MCT oil. Powder Infant Formula	6-13.1oz. Per case	50				
6		Nutramigen	20 cal/oz. hypoallergenic casein hydrolysate, lactose, sucrose, and galatose-free. Powder Infant Formula	6-12.6oz. Per case	50				
7		Nutramigen	20 cal/oz. hypoallergenic casein hydrolysate, lactose, sucrose, and galatose-free. Ready to use Infant Formula	6-6oz. Per case	50				
8		Pediasure	30 cal/oz., lactose-free; with DHA and prebiotic scFOS; nutritionally complete; 15% MCT oil. Ready ot use	6-8 FL. Oz. per case	50				
9		Pediasure with Fiber	30 cal/oz., lactose-free with fiber and DHA; nutritionally complete; 15% MCT oil; 3.2 g fiber and 18 g sugar	6-8 FL. Oz. per case	50				
10		Pediasure 1.5	45 cal/ oz. lactose-free with DHA; nutritionally complete; 15% MCT oil; for oral or tube feeding; Osmolality: 370. Ready to use	6-8 FL. Oz. per case	25				
11		Similac Advance	200 cal/oz., milk-based with prebiotic GOS (Galato-oligosaccharides) Powder Infant Formula	6-1.93LB per case	300				
12		Similac Advance	200 cal/oz., milk-based with prebiotic GOS (Galato-oligosaccharides) Powder Infant Formula	6-2oz. Per case	300				

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Agency Wide (All service States)
Infant Formula, Nutrition Inventory Supplies

Item	Alternate Item #	Item Name	Specification	Unit	Estimated Case Count	Stock No.	Unit Cost	Case Cost	Extension
13		Similac Alimentum	20 cal/oz., casein hydrolysate, hypoallergenic; lactose-free; 33% of fat is MCT oil. Powder Infant Formula	6-12.1oz. Per case	300				
14		Similac Aensitive	19 cal/oz., low-lactose, milk-based with prebiotic Galato-oligosaccharides Powder Infant Formula	6-12.6oz. Per case	300				
15		Similac Soy Isomil	20 cal/oz, lactose-free, soy-based. Powder Infant Formula	6-2.13LB pre case	300				
16		Enfamil AR	20 cal/oz. 20:80 whey: casein ratio, milk-based with rice starch and prebiotics; thickening occurs when it comes in contact with stomach acid. Poeder Infant Formula	6-12.9oz. Per case	100				
17		Gentlease	20 cal/oz, reduce lactose, partially hydrolyzed 60/40 whey/casein ratio. Powder Infat Formula	6-12.4oz. Per case	100				
18		Similac for Spit-up	19 cal/oz. low-lactose, milk-based with rice starch. Powder Infant Formula	6-12.3 oz. per case	100				
19		Similac Total Comfort	19 cal/oz, milk-based with prebiotic Galacto-oligosaccharides (GOS); 2% lactose; partially hydrolyzed 100% whey. Powder Infant Formula	6-12oz. Per case	50				
20		Elecare DHA/ARA	20 cal/ oz for infants; hypoallergenic amino acid-based; for oral or tube feeding; does not contain milk or soy potein, fructose, galatose, or lactose; contain 33% MCT oil. Powder Infant Formula	6-21.5oz per case	10				
21		Neocate w/DHA/ARA	20 cal/oz, lactose, sucrose, and soy-free; hypoallergenic; 100% free amino acids; 33% of fat is MCT oil. Powder Infant Formula	6-21.5oz per case	10				
22		Enfamil Infant	20 cal/oz, 60:40 whey casein ratio, milk-based with prebiotic galactooligosaccharides (GOS) and polydextrose	6-21.5oz per case	10				
23		Sterile Water	Sterile RTF Water for infant formula preparation, BPA and Phthalates free	24-2 Fl oz. per case	500				
24		Nursery Water	Nursery Water for infant formula preparation	6-128oz. Each per case	1000				

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 Agency Wide (All service States)
 Infant Formula, Nutrition Inventory Supplies

Item	Alternate Item #	Item Name	Specification	Unit	Estimated Case Count	Stock No.	Unit Cost	Case Cost	Extension
Non-Food Items									
25		Plastic Bottles	READY TO USE PLASTIC BOTTLES W NIP, 8oz. Disposable, BPA and phthalates free	48/case	500				
26		Plastic Bottles	READY TO USE PLASTIC BOTTLES W NIP, 4oz. Disposable, BPA and phthalates free	48/case	500				

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of labor [41 CFR ch.60].)

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, age, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, age, disability or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended. in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor , or as otherwise provided by Law.

- (g) The contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.