

REQUEST FOR QUOTATION
Mountaineer Challenge Academy Bread Products

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WV PURCHASING
DIVISION

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office to establish an open-end contract to provide bread products for the Mountaineer Challenge Academy at Camp Dawson in Kingwood, WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as **Exhibit A**, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Bread Products**
 - 3.1.1.1 Bread products must be enriched with vitamins and minerals as set forth by Chapter 19, Article 28 of the West Virginia Code <http://www.wvlegislature.gov/WVCODE/code.cfm?chap=19&art=28#01> . The Vendor must abide by all the rules and regulations of the State of West Virginia.
 - 3.1.1.2 Bread products identified and to be bid as "whole grain", "whole wheat", or "multi-grain" must meet the following criterion to qualify.
 - Element #1. A serving of food item must meet portion size requirements for the Grains/Breads component as defined in FNS Instruction 783-1, Revision 2, The Grains/Breads Requirement for the Food-Based Menu Planning Alternatives in the Child Nutrition Programs (USDA/FNS, 1997).

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Element #2. The food must meet at least one of the following:

- a. The whole grains * per serving (based on minimum serving sizes specified for grains/breads in FNS instruction 783-1, Revision 2, The Grains/Breads Requirement for the Food-Based Menu Planning Alternatives in the Child Nutrition Programs (USDA/FNS, 1997) must be \geq 8 grams. This may be determined from information provided on the product packaging or by the manufacturer, if available.
- b. The product includes the following Food and Drug Administration (FDA) approved whole grain health claim on its packaging. "Diets rich in whole grain foods and other plant foods, and low in total fat, saturated fat and cholesterol may reduce the risk of heart disease and some cancers".
- c. Product ingredient listing lists whole grain first. "Whole grain ingredients are those specified in the Healthier US School Challenge Whole Grains Resource guide (<https://fns-prod.azureedge.net/sites/default/files/WholeGrainResource.pdf>) .

3.1.1.3 Bread products must be packaged in industry standard wrappings, which shall be clearly marked with brand and ingredient labels. Products in plain packaging with no labeling will not be accepted.

3.1.1.4 Bread products shall be a regular product supplied by the Vendor and shall be fresh (12 to 24 hours out of oven) and have a shelf life of at least fourteen (14) days from date of delivery when stored under proper environmental conditions.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Pages.

Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with these requirements may be requested after

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bid opening and prior to contract award.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing at the time of bid, 1). an ingredient label from the actual product for each item being bid on, 2). a unit price for each item being bid on, 3). and a total extended cost for all items bid. All prices should be recorded on the attached pricing sheet. If a vendor is not bidding on a particular product, "NB" for "no bid" should be written in unit cost column for the item. Unit costs must be inclusive of overhead or markup, freight on board (F.O.B.), transportation, materials and services costs. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. **Note: Ingredient labels for products bid on should be attached to the pricing pages.**

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor should complete the ATTACHED Pricing Page, Exhibit A. If vendor is submitting an alternate Exhibit A Pricing Page, it must contain all information required with the advertised Exhibit A contained in this solicitation. If bidding electronically, vendor is to put \$0.00 on the commodity line in wvOASIS, complete the Excel pricing page, and upload into wvOASIS as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within **five (5)** working days

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after orders are received. Vendor shall deliver emergency orders within **two (2)** working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ed Pinkerton

Telephone Number: 518-456-4792 ext.21

Fax Number: 518-452-1563

Email Address: edward.pinkerton@grupobimbo.com

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/28/2020 at 10:00 AM ET

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: john.w.estep@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:	Mountaineer Challenge Academy Bread Products
BUYER:	John Estep
SOLICITATION NO.:	CRQM 0603 ADJ2000000005
BID OPENING DATE:	03/10/2020
BID OPENING TIME:	01:30 PM ET
FAX NUMBER:	304-558-3970

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The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/10/2020 at 1:30 PM. ET.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.wvpurchasing.com/Forms/RequestForm.pdf>

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.wvpurchasing.com/Forms/ReciprocalPreferenceForm.pdf>

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6,4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on
award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐

for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.nj.us/portal/portal.nsf/privacy/privacy.pdf?fulltext>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☒ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.


(Name, Title)

Jack Jurczynski, Bid Coordinator

(Printed Name and Title)

1 Petra Lane Albany, NY 12205

(Address)

518-456-4792 ext.28 / 518-452-1563

(Phone Number) / (Fax Number)

jack.jurczynski@grupobimbo.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bimbo Bakeries USA, Inc.

(Company)


(Authorized Signature) (Representative Name, Title)

Jack Jurczynski, Bid Coordinator

(Printed Name and Title of Authorized Representative)

3/5/20
(Date)

518-456-4792 ext. 28/ 518-452-1563

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____ ***See Attached**

POWER OF ATTORNEY TO EXECUTE SCHOOL BIDS
AND
GOVERNMENT COMMODITY CONTRACTS

KNOW ALL MEN BY THESE PRESENTS that BIMBO BAKERIES USA, INC. ("BBUSA"), has made, constituted and appointed Edward Pinkerton, Jill Hertzler and Jack Jurczynski to act as its agents and attorneys-in-fact for it and in its name and stead to execute school bids and government commodity contracts for BBUSA.

GIVING AND GRANTING UNTO said agents and attorneys-in-fact, full power and authority to do so and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as BBUSA might or could do if personally present in the form of its officers, hereby notifying and confirming all that said agent and attorney-in-fact shall lawfully do therein by virtue of these presents.

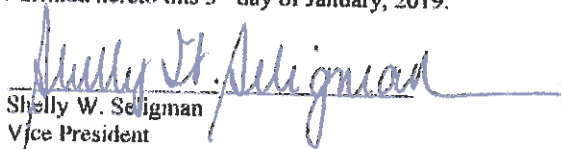
BBUSA hereby certifies that the signatures of said agents and attorney-in-fact are their proper signatures.


EDWARD PINKERTON


JILL HERTZLER


JACK JURCZYNSKI

In Witness Whereof, BBUSA does cause its seal to be affixed hereto this 3rd day of January, 2019.


Shelly W. Seligman
Vice President

ATTEST:


Craig H. Pizer, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

) ss.:)

COUNTY OF MONTGOMERY)

On the 3rd day of January, 2019, before me personally came Shelly W. Seligman, who, being duly sworn, did depose and say that she resides in Bucks County, Pennsylvania, that she is the Vice President of corporation described herein and who executed the foregoing instrument; that she knows the seal of the corporation described herein; that the seal affixed to said instrument is such Corporate seal; that it was so affixed to said instrument she signed her name thereto by like order.

Sworn to and subscribed to me this 3rd day of January, 2019.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LINDA M. SCHEUERER, Notary Public
Horsham Township, Montgomery County
My Commission Expires June 24, 2021



CERTIFICATE OF LIABILITY INSURANCE

1/31/2021

DATE (MM/DD/YYYY)
3/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1359436 Bimbo Bakeries Inc. on behalf of itself and U.S. subsidiaries including (see attached addendum) 255 Business Center Dr. Horsham PA 19044	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Company	20702
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES *

CERTIFICATE NUMBER: 16617955

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOG OTHER:	N	N	HDO G7122966A	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H25283247 Phys. Damage - Self-Insured	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66037642 (CA,MA) WLR C66037605 (AOS) SCF C6603768A (WI)	1/31/2020 1/31/2020 1/31/2020	1/31/2021 1/31/2021 1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachment

16617955

Department of Administration
Purchasing Division
2019 Washington Street East
Charleston WV 25305-0130

AUTHORIZED REPRESENTATIVE

INSURED:

Bimbo Bakeries Inc. on behalf
of itself and U.S. subsidiaries
including (see attached addendum)
255 Business Center Drive
Horsham, PA 19044 USA

The following are Named Insureds under the GL and Auto policies:

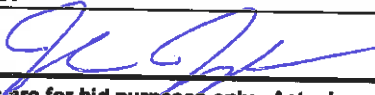
Acelerada, LLC
Advantafirst Capital Financial Services, LLC
Arnold Sales Company LLC
Bays Bakery Inc.
Bimbo Bakeries USA, Inc.
Bimbo Bakeries Distribution Company, LLC
Bimbo Foods Bakeries Distribution, LLC
Earthgrains Baking Companies, LLC
Earthgrains Distribution, LLC
Stroehmann Line-Haul, L.P.
Tia Rosa Bakery of Ohio, Inc.
Bimbo Bakehouse LLC
Bimbo QSR Chicago, LLC
Olympic Freightways, LLC

The following are Named Insureds under the WC policies:

Bimbo Bakeries USA, Inc.
Bimbo Bakehouse LLC

EXHIBIT A PRICING PAGE

ADJ2000000005 - MCA BREAD PRODUCTS PRICING PAGE

BID FORM - BIDDING PAGE					
ITEM	DESCRIPTION	Unit of Measure	WEEKLY Est. Qty	UNIT PRICE	TOTAL
1	Whole Wheat Hot Dog Buns Reg. (16 per pkg)	pkg	6	\$4.32	\$25.92
	Brand Bid: Bimbo P/C 5393 Per Pkg. Qty: 16pk				
2	Whole Wheat Hamburger Buns Reg. (16 per pkg)	pkg	8	\$4.32	\$34.56
	Brand Bid: Bimbo P/C 5392 Per Pkg. Qty: 16pk				
3	Sliced Multi-Grain Bread (28 usable slices)	pkg	4	\$3.25	\$13.00
	Brand Bid: Bimbo P/C 6326 Per Pkg. Qty: 16 slices				
4	Whole Wheat Bagels (6 per pkg)	pkg	2	\$3.55	\$7.10
	Brand Bid: Thomas P/C 7081 Per Pkg. Qty: 6pk				
5	Whole Grain English Muffins (6 per pkg)	pkg	10	\$3.30	\$33.00
	Brand Bid: Thomas P/C 7260 Per Pkg. Qty: 6pk				
6	Whole Wheat Hoagie Buns (6 per pkg)	pkg	5	\$3.24	\$16.20
	Brand Bid: Bimbo P/C 6375 Per Pkg. Qty: 6pk				
7	Whole Wheat Sliced - King Size (24 usable slices)	pkg	10	\$3.00	\$30.00
	Brand Bid: Bimbo P/C 6195 Per Pkg. Qty: 26 slices				
8	Texas Toast (15 slices per pkg)	pkg	10	\$3.00	\$30.00
	Brand Bid: Bimbo P/C 8700 Per Pkg. Qty: 15 slices				
8	Whole Grain Muffins Blueberry - 2 ounce (frozen) (96 per pkg)	pkg	4		\$0.00
	Brand Bid: NO BID Per Pkg. Qty:				
Failure to include ingredient labels for products bid may result in bid disqualification			TOTAL BID AMOUNT		\$189.78
Vendor Name: Bimbo Bakeries USA, Inc.					
Address: 1 Petra Lane Albany, NY 12205					
Phone: 518-456-4792 ext.21					
Authorized Signature: 			Fax: 518-452-1563		
			Date: 3/5/20		
Weekly Estimated Quantities are for bid purposes only. Actual quantities ordered may be more or less.					
Failure to use this bid form may result in disqualification.					

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Page 1 of 1
Entity: BREAD

Nutritional Label
71673-01873 MAIN 1
FOOD SERVICE WHEAT HOT DOG ROLLS, 16 CT, 35 OZ

Nutrition Facts

16 Servings Per Container
Serving Size
1 roll (62g)
Calories 160
Per Serving

Amount/serving	% Daily Value*
Total Fat 2.5g	3%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Polyunsaturated Fat 1.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 360mg	16%

Vitamin D 0mcg 0% • Calcium 90mg 6% • Iron 1.3mg 8%
Potassium 130mg 2%

Amount/serving	% Daily Value*
Total Carbohydrate 29g	11%
Dietary Fiber 4g	14%
Total Sugars 3g	
Includes 3g Added Sugars	6%
Protein 7g	

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WHOLE WHEAT FLOUR, WATER, WHEAT GLUTEN, SUGAR, SOYBEAN OIL, SEA SALT, WHEAT STARCH, YEAST, PRESERVATIVES (CALCIUM PROPIONATE, SORBIC ACID), MONOGLYCERIDES, DATEM, MONOCALCIUM PHOSPHATE, SALT, GRAIN VINEGAR, CALCIUM SULFATE, POTASSIUM IODATE, SOY LECITHIN.

CONTAINS WHEAT, SOY.

NET WT 2 LBS 3 OZ (992g) / FDEU05-01873-21 / R19-070-202438

- Serving Size: 62g
- Total Weight of Creditable Grains Ingredients / Serving (g): 32g
- Total Weight Whole Grain Ingredients / Serving (g): 32g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? YES
If Yes, Percent of total non-creditable grains: 1.0%
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]
- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Lisa Accardo

Lisa Accardo

Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Senior Manager Regulatory Affairs

Email Address: Lisa.Accardo@grupobimbo.com

Date: 04/03/19



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

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Page 1 of 1
Entity: BREAD

Nutritional Label
71673-01872 RI 1
FOOD SERVICE WHEAT SANDWICH BUNS, 16 CT, 35 OZ

Nutrition Facts

16 Servings Per Container
Serving Size
1 bun (62g)
Calories 160
Per Serving

Amount/serving	% Daily Value*	Amount/serving	% Daily Value*
Total Fat 2.5g	3%	Total Carbohydrate 29g	11%
Saturated Fat 0.5g	3%	Dietary Fiber 4g	14%
Trans Fat 0g		Total Sugars 3g	
Polyunsaturated Fat 1.5g		Includes 3g Added Sugars	6%
Monounsaturated Fat 0g		Protein 7g	
Cholesterol 0mg	0%		
Sodium 350mg	15%		
Vitamin D 0mcg 0% • Calcium 70mg 6% • Iron 1.3mg 8% Potassium 130mg 2%			

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WHOLE WHEAT FLOUR, WATER, WHEAT GLUTEN, SUGAR, SOYBEAN OIL, SEA SALT, YEAST, CALCIUM PROPIONATE (PRESERVATIVE), MONOGLYCERIDES, DATEM, CITRIC ACID, GRAIN VINEGAR, CALCIUM SULFATE, POTASSIUM IODATE, MONOCALCIUM PHOSPHATE, SALT, SOY LECITHIN.

CONTAINS WHEAT, SOY.

NET WT 2 LBS 3 OZ (992g) / FDEU05-01872-21 / R19-070-201280

- Serving Size: 62g
 - Total Weight of Creditable Grains Ingredients / Serving (g): 32g
 - Total Weight Whole Grain Ingredients / Serving (g): 32g
 - Does This Product Meet Whole Grain Rich Criteria? YES
 - Does This Product Contain Non-Creditable Grains? NO
- If Yes, Percent of total non-creditable grains:
 [If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]

- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Lisa Accardo



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Senior Manager Regulatory Affairs

Email Address: Lisa.Accardo@grupobimbo.com

Date: 04/03/2019



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

Nutritional Label

71330-61326 RI 1

FOODSERVICE 12 GRAIN BREAD, 16 SLICES, 24 OZ

Nutrition Facts		Amount/serving	% Daily Value*	Amount/serving	% Daily Value*		
16 Servings Per Container		Total Fat	2g	3%	Total Carbohydrate	21g	8%
Serving Size		Saturated Fat	0g	0%	Dietary Fiber	3g	11%
1 slice (43g)		Trans Fat	0g		Total Sugars	3g	
Calories		Polyunsaturated Fat	1g		Includes 3g Added Sugars	6%	
Per Serving		Monounsaturated Fat	0g		Protein	4g	
110		Cholesterol	0mg	0%			
		Sodium	200mg	9%			
		Vitamin D 0mcg 0% • Calcium 45mg 4% • Iron 1.1mg 6%					
		Potassium 80mg 0%					

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WHOLE GRAINS (WHEAT, RYE, CORN, OATS, MILLET, TRITICALE, BROWN RICE, BARLEY, BUCKWHEAT), SUGAR, SUNFLOWER SEEDS, CELLULOSE FIBER, WHEAT GLUTEN, YEAST, SALT, SOYBEAN OIL, MOLASSES, CALCIUM PROPIONATE (PRESERVATIVE), FLAXSEED, MONOGLYCERIDES, DATEM, CALCIUM CARBONATE, SOY LECITHIN, CITRIC ACID, GRAIN VINEGAR, CALCIUM SULFATE.

CONTAINS WHEAT, SOY.

MADE IN A BAKERY THAT MAY ALSO USE MILK.

NET WT 1 LB 8 OZ (680g) / R18-064-200710 / FDEU05-61326-10

- Serving Size: 43g
- Total Weight of Creditable Grains Ingredients / Serving (g): 21g
- Total Weight Whole Grain Ingredients / Serving (g): 12g
- Does This Product Meet Whole Grain Rich Criteria? Yes
- Does This Product Contain Non-Creditable Grains? No
- If Yes, Percent of total non-creditable grains: %
- [If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]

- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 1.25

Name of company representative authorizing that the information provided is true and correct: Phil Boehm



Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Director of Regulatory Affairs

Email Address: PBoehm@bbumail.com

Date: 03/29/2018



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

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Page 1 of 1
Entity: BREAD**Nutritional Label**
48121-25505 CP 1**THOMAS' HEARTY GRAINS 100% WHOLE WHEAT BAGELS, 6 CT, 20 OZ****Nutrition
Facts**

6 Servings Per Container

Serving Size**1 bagel (95g)****Calories 250****Per Serving**

Amount/serving	% Daily Value*
Total Fat 2g	3%
Saturated Fat 1g	5%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 350mg	15%

Vitamin D 0mcg 0% • Calcium 20mg 0% • Iron 2.2mg 10%
Potassium 220mg 4%

Amount/serving	% Daily Value*
Total Carbohydrate 51g	19%
Dietary Fiber 7g	25%
Total Sugars 7g	
Includes 6g Added Sugars	12%
Protein 11g	

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

KOSHER: KOSHER: OU PARVE**INGREDIENTS:** WHOLE WHEAT FLOUR, WATER, WHOLE WHEAT, SUGAR, WHEAT GLUTEN, YEAST, WHEAT BRAN, CORNMEAL, SALT, CALCIUM PROPIONATE AND SORBIC ACID (TO PRESERVE FRESHNESS), MONO- AND DIGLYCERIDES, DATEM, CELLULOSE GUM, CITRIC ACID, XANTHAN GUM, MALTODEXTRIN, CORNSTARCH, ALGIN, SOY LECITHIN.**CONTAINS WHEAT, SOY.****MADE IN A BAKERY THAT MAY ALSO USE MILK, EGG, WALNUTS.**

R18-121-300621

NET WT 1 LB 4 OZ (567g) / PACKAGE CODE: THEU05-25505-30

Nutritional Label

71330-61334 CP 1

FOOD SERVICE 100% WHOLE WHEAT ENGLISH MUFFINS 6 CT 13 OZ**Nutrition
Facts**

6 Servings Per Container

Serving Size

1 muffin (61g)

Calories 120**Per Serving**

Amount/serving	% Daily Value*	Amount/serving	% Daily Value*
Total Fat 1g	1%	Total Carbohydrate 24g	9%
Saturated Fat 0g	0%	Dietary Fiber 3g	12%
Trans Fat 0g		Total Sugars 1g	
Polyunsaturated Fat 0.5g		Includes < 1g Added Sugars	2%
Monounsaturated Fat 0g		Protein 6g	
Cholesterol 0mg	0%		
Sodium 170mg	7%		
Vitamin D 0.8mcg 4% • Calcium 157mg 10% • Iron 1.2mg 6% Potassium 160mg 4%			

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

KOSHER: KOF K PARVE

WHOLE WHEAT FLOUR, WATER, YEAST, DEGERMINATED YELLOW CORN MEAL, DEGERMINATED YELLOW CORN FLOUR, WHEAT GLUTEN, CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: SUGAR, SALT, CALCIUM PROPIONATE (PRESERVATIVE), VINEGAR, CALCIUM SULFATE, SOYBEAN OIL, POTASSIUM SORBATE (PRESERVATIVE), CALCIUM CARBONATE, FUMARIC ACID, WHEAT FLOUR, ENZYMES, ASCORBIC ACID (DOUGH CONDITIONER).

CONTAINS WHEAT.

R17-179

NET WT 13 OZ (369g)

ORACLE PACKAGE CODE:

FDEU05-61334-30

Nutritional Label

71673-03871 RI 1

FOOD SERVICE MADE WITH WHOLE GRAIN SAUSAGE ROLLS 6 CT 12 OZ**Nutrition Facts**

6 Servings Per Container

Serving Size

1 roll (57g)

Calories 160

Per Serving

Amount/serving	% Daily Value*	Amount/serving	% Daily Value*
Total Fat 1.5g	2%	Total Carbohydrate 30g	11%
Saturated Fat 0g	0%	Dietary Fiber 2g	7%
Trans Fat 0g		Total Sugars 4g	
Polyunsaturated Fat 1g		Includes 3g Added Sugars	6%
Monounsaturated Fat 0g		Protein 6g	
Cholesterol 0mg	0%		
Sodium 280mg	12%		
Vitamin D 0mcg 0% • Calcium 60mg 4% • Iron 1.5mg 8%			
Potassium 100mg 2%			

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WHOLE WHEAT FLOUR, WATER, ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], SUGAR, YEAST, WHEAT GLUTEN, SOYBEAN OIL, SALT, CALCIUM PROPIONATE (PRESERVATIVE), MONOGLYCERIDES, DATEM, CALCIUM SULFATE, CITRIC ACID, POTASSIUM IODATE, SOY LECITHIN.

CONTAINS WHEAT, SOY.

R17-319-200865 / NET WT 12 OZ (340g) / FDEU05-03871-20

- Serving Size: 57g
- Total Weight of Creditable Grains Ingredients / Serving (g): 32g
- Total Weight Whole Grain Ingredients / Serving (g): 16g
- Does This Product Meet Whole Grain Rich Criteria? YES
- Does This Product Contain Non-Creditable Grains? NO
- If Yes, Percent of total non-creditable grains:
[If number is greater than or equal to 2% (as per Policy Memorandum SP 30-2012), this product does not qualify.]

- Grain contribution for 1 ready-to-eat (RTE) serving of product based on 16.0 grams: 2

Name of company representative authorizing that the information provided is true and correct: Lisa Accardo

Signature of company representative authorizing that the information provided is true and correct.

Title of company representative: Senior Manager Regulatory Affairs

Email Address: Lisa.Accardo@grupobimbo.com

Date: 04/03/2019



Bimbo Bakeries USA, 255 Business Center Dr., Horsham, PA 19044

Nutritional Label

71673-02044 RI 1

Page 1 of 1

Entity: BREAD

FOOD SERVICE PULLMAN WHEAT BREAD, 28 SL, 24 OZ**Nutrition Facts**

14 Servings Per Container

Serving Size**2 slices (49g)****Calories 120****Per Serving**

Amount/serving	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0.5g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 250mg	11%

Amount/serving	% Daily Value*
Total Carbohydrate 23g	8%
Dietary Fiber 2g	7%
Total Sugars 2g	
Includes 1g Added Sugars	2%
Protein 5g	

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Vitamin D 0mcg 0% • Calcium 45mg 4% • Iron 1.3mg 8%
 Potassium 60mg 0% • Thiamin 0.2mg 15% • Riboflavin 0.1mg 10%
 Niacin 1.8mg 10% • Folate 60mcg DFE 15% (folic acid 30mcg)

KOSHER: KOF K PARVE

INGREDIENTS: ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, WHOLE WHEAT FLOUR, WHEAT GLUTEN, SUGAR, YEAST, SALT, SOYBEAN OIL, CALCIUM PROPIONATE (PRESERVATIVE), MONOGLYCERIDES, CARAMEL COLOR, DATEM, CALCIUM SULFATE, SOY LECITHIN, CITRIC ACID, GRAIN VINEGAR, POTASSIUM IODATE.

CONTAINS WHEAT, SOY.

R19-162-201112

NET WT 1 LB 8 OZ (680g) / PACKAGE CODE: FDEU05-02044-11

Nutritional Label
71673-01213 STR 1
FOOD SERVICE TEXAS TOAST BREAD, 17 SL, 28 OZ

Nutrition Facts		Amount/serving	% Daily Value*	Amount/serving	% Daily Value*	* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.		
17 Servings Per Container		Total Fat	1.5g	2%	Total Carbohydrate		24g	9%
Serving Size		Saturated Fat	0g	0%	Dietary Fiber		< 1g	3%
1 slice (47g)		Trans Fat	0g		Total Sugars		2g	
Calories 120		Polyunsaturated Fat	0.5g		Includes 2g Added Sugars			4%
Per Serving		Monounsaturated Fat	0g		Protein	4g		
		Cholesterol	0mg	0%				
		Sodium	220mg	10%				
		Vitamin D 0mcg 0% • Calcium 45mg 4% • Iron 1.3mg 8%						
		Potassium 35mg 0% • Thiamin 0.2mg 20% • Riboflavin 0.2mg 10%						
		Niacin 2.0mg 10% • Folate 80mcg DFE 20% (folic acid 45mcg)						

KOSHER: KOF K PARVE

INGREDIENTS: ENRICHED WHEAT FLOUR [FLOUR, MALTED BARLEY FLOUR, REDUCED IRON, NIACIN, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, SUGAR, YEAST, SOYBEAN OIL, SALT, CALCIUM PROPIONATE (PRESERVATIVE), MONOGLYCERIDES, DATEM, CALCIUM SULFATE, SOY LECITHIN, CITRIC ACID, GRAIN VINEGAR, WHEAT GLUTEN, POTASSIUM IODATE, MONOCALCIUM PHOSPHATE.

CONTAINS WHEAT, SOY.
MADE IN A BAKERY THAT MAY ALSO USE MILK.

R18-043-201583

ORACLE PACKAGE CODE:
FDEU05-01213-10