



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
AGR0907

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 DARLENE SCHADLER
 GIORGIO
 P O BOX 96
 TEMPLE PA 19560

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/18/2009				

BID OPENING DATE: 03/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-07		
PROCESSING USDA MOZZARELLA CHEESE OPEN END CONTRACT CONTRACT FOR PROCESSING USDA COMMODITY MOZZARELLA CHEESE INTO PIZZA AND OTHE PIZZA PRODUCTS. SPECIFICATIONS ARE ATTACHED PRICE ADJUSTMENTS WILL BE CONSIDERED AT THE TIME OF RENEWAL IN ACCORDANCE WITH THE FOLLOWING: PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT						

RECEIVED

2009 MAR 10 A 10:02

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-330-5705	3/9/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	23-1661073	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

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RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

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BID OPENING DATE: **03/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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CONTACT PERSON (PLEASE PRINT CLEARLY):

 Darlene Schadler

***** THIS IS THE END OF RFQ AGR0907 ***** TOTAL: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-330-5705	DATE 3/9/09
TITLE President	FEIN 23-1661073	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: 03/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AGR0907</p> <p>BID OPENING DATE: 03/10/09</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----610-926-7012-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-330-5705	3/9/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	23-1661073	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

To establish an agreement between the West Virginia Department of Agriculture Donated Foods Program and a processing firm to produce **pizza products** using USDA Commodity B077 – **MOZZARELLA CHEESE**

SPECIAL PROVISIONS FOR THE PROCESSING OF MOZZARELLA CHEESE:

1. CONTRACT/AGREEMENT REQUIREMENTS

The processor must comply with and abide by all specifications, qualifiers, terms, and conditions as set forth in this Invitation to Bid, including all attachments (hereinafter referred to collectively as “The Bid Package”).

The Bid Package will provide the framework for the processing of mozzarella cheese into processed pizza products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

Any processing company submitting a completed Bid Package under this Invitation must have an approved National Processing Agreement in place with USDA for the time period covered by this Invitation and any subsequent agreement(s) with the State of West Virginia. The contractual obligations under which a Processor may utilize USDA Commodities to manufacture and deliver specified end product(s) to the WV Department of Agriculture Food Distribution Program to ensure the return of quantity, quality, and value of such commodities is set forth in the National Processing Agreement and also in the State Participation Agreement, Bid Specifications and all other attachments included in this Bid Package.

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 01, 2009, through June 30, 2010.

2. PRODUCT FORMULA:

Processor is to include the raw batch formula for all processed end products under this Agreement, listing the name and quantity of each ingredient contained in the batch recipe. Flavorings and seasonings may be given as an aggregate quantity.

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS SHOULD BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE SHOULD BE SUBMITTED. ANY BID PACKAGE SUBMITTED WITHOUT AN ADEQUATE AND COMPLETE NUTRITIONAL ANALYSIS AND THE OTHER OUTLINED INFORMATION MAY BE CONSIDERED DISQUALIFIED AND INVALID AND, THEREFORE, NOT AWARDED AN AGREEMENT.

3. SAMPLES:

The WV Department of Agriculture Food Distribution Program requests bidding processors submit samples of each item for testing purposes PRIOR TO THE DAY OF THE BID OPENING.

SAMPLES SUBMITTED SHOULD BE IN SUFFICIENT QUANTITY TO PERMIT EVALUATION BY A MINIMUM OF TWENTY (20) PEOPLE. SAMPLES SHOULD BE CLEARLY MARKED WITH APPROPRIATE PRODUCT NAMES AND CODES IDENTICAL TO THOSE ON SUBMITTED END PRODUCT DATA SCHEDULES.

Samples shall be submitted without charge PRIOR TO the BID OPENING DATE to:

WV Department of Agriculture
Food Distribution Program
908 Bullitt Street
Charleston, WV 25301

4. END PRODUCT DATA SCHEDULE (EPDS):

End Product Data Schedule (EPDS) forms and/or a Summary End Product Data Schedule (SEPDS) form with all applicable columns completed must be submitted for each end product and returned as part of the completed bid package.

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE BASED ON 100% YIELD ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

5. PRICE:

In addition to the pricing requirements outlined above in Number 4, prices quoted shall be firm for the duration of the Agreement. Prices must be based on "100% Yield" and shall be calculated on a "Fee-for-Service" basis.

6. SPECIFICATIONS:

The commodities processed in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

7. PACKAGING AND LABELING:

The finished end products are to be packaged and shipped under the proper conditions recognized by the industry to ensure the return of a quality finished product free from damage and deformity upon delivery and as may otherwise be set forth in Attachment A - Specifications.

Packaging descriptions submitted and therefore agreed to by Processor (i.e. stated case sizes) shall be firm for the duration of this Agreement.

7a. CONTAINER AND MARKING SPECIFICATIONS:

Packaged end-products shall be packed in good commercial fiberboard shipping containers which are acceptable by common or other carrier for safe transportation to point of destination specified in shipping instructions and shall be of a size to accommodate the products without slack filling or bulging. The container shall be securely sealed by gluing, or closed by use of a filament reinforced freezer-type tape, or Scotch Brand No. 3523 Cold Temperature Polyester Film Packaging Tape or its equal, or nonmetallic strapping having a heat-sealed or comparable friction weld joint. Staples and/or steel or wire straps shall not be used as closure for the container.

ALL PRODUCTS MUST BE PACKED IN CONTAINERS CAPABLE OF BEING STACKED FOR PALLETIZING AND/OR WAREHOUSING.

All packing and packing materials shall be new, clean, sanitary, and shall not impart objectionable odors or flavors to the product and shall be approved for use in contact with food products. Marking material shall be water fast, non-smearing, and of a color contrasting with the color of the container.

Each shipping container shall be legibly initialed, stamped, or labeled to show:

- A. The net weight.
- B. USDA inspection marks and plant number and name, and location of processor. Each container shall bear required labeling, USDA contract compliance stamp and certificate number.
- C. Date of Manufacture-Processing.
- E. Ingredient statement by order of predominance.
- F. The appropriate CN LABEL is to be affixed to each case and a copy of same CN LABEL attached to the EPDS. The CN LABEL identification number assigned by FNS is to be clearly shown.
- G. The proper recommended storage instructions.

8. DELIVERY:

The Processor agrees to process, produce and deliver the end products in truckload lots to a warehouse located (in or near Charleston) in West Virginia; so specified upon the order of the West Virginia Department of Agriculture.

Delivery quantities will be determined by the WV Department of Agriculture Food Distribution Program. The processor will be responsible for the delivery of the end product, undamaged, unspoiled, and fit for human consumption.

9. SHIPPING TERMS:

All freight charges must be included in the bid price and all product must be shipped F.O.B. destination.

10. QUANTITY:

The quantity of mozzarella cheese made available to West Virginia will vary according to commodity

availability and USDA policy. The WV Department of Agriculture Food Distribution Program shall be the final authority with regard to the total quantity of USDA commodities allocated for processing under this agreement.

11. PICK-UP:

From time to time commodities may have to be picked up for processing. In an instance of that unlikely event, the pick up point will be designated by the WV Department of Agriculture Food Distribution Program and will most usually be the Food Distribution warehouse in or near Charleston, WV. The cost of transportation to the processing plant may be added to the price of the finished end product (on a \$ per lb. processed product basis). Written permission from the WV Department of Agriculture Food Distribution Program is required for backhauling from Recipient Agencies.

12. ACCOUNTABILITY AND RECORDS:

The successful bidding processor shall be required to establish and maintain perpetual inventories and control of all commodities received for processing, performance and production records and other reporting systems as may be required by state and federal regulations.

13. PROCESSING AGREEMENT:

In addition to an approved National Processing Agreement with USDA, the successful bidding processor shall be required to execute a standard State Participation Agreement with the West Virginia Department of Agriculture, Food Distribution Program. The attached State Participation Agreement (ATTACHMENT B) must be fully executed in BLUE INK by bidding processor and returned as part of the completed bid package. Upon award, the State Participation Agreement executed by the successful bidding processor will be further executed in full by the appropriate Food Distribution Program personnel and become, at that time, in full force and effect. A copy of the fully executed State Participation Agreement will be sent to the successful bidding processor for processor's records.

13a. BASIS OF AWARD:

The West Virginia Purchasing Division shall award the contract to the lowest responsible bidder(s) who meets the requirements of the INVITATION TO BID, and who is considered best able to serve the interests of the State of West Virginia.

14. LIFE OF CONTRACT:

This contract is to become effective on July 01, 2009 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the WV Department of Agriculture Food Distribution Program and the Director of the Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the WV Department of Agriculture Food Distribution Program and/or the Director of the Purchasing Division if this contract and/or any of its terms, conditions, or covenants are not complied with by the Processor, or if any right thereunder in favor of the WV Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or his agent.

This contract may be terminated by the agency only upon the return delivery of unencumbered and/or unobligated food and/or funds to the WV Department of Agriculture Food Distribution Program. In the event of termination due to non-compliance with the terms of this contract, or at the request of the Processor, transportation costs for the return of USDA commodities shall be borne by Processor.

Processor shall not assign and/or delegate any of the duties and/or responsibilities to process food products under this Agreement to any party, either by way of a subcontract or any other arrangement, without first having received the prior written consent of the WV Department of Agriculture Food Distribution Program.

Unless specific provisions are stipulated elsewhere in this contract-agreement document, the terms, conditions, and pricing set herein are firm for the life of the contract.

15. RENEWAL:

June 30, 2010 is to be the expiration date of the contract-agreement. The contract may be extended for two 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

16. LETTERS OF REFERENCE:

Bidding processors should provide **three (3) business references** with the completed bid package. These references will consist of current or previous customers and should include: the name of the company/agency, the most current mailing address and telephone number, and the name of at least one contact person.

17. BILLING:

The successful bidding processor is required to "Bill as Shipped" to the ordering agency.

18. PAYMENT:

The West Virginia Department of Agriculture Food Distribution Program will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

FOR MOZZARELLA CHEESE PIZZA PRODUCTS

1. END PRODUCT INFORMATION

The following are the mozzarella cheese pizza products being solicited. These pizza products may contain no more than 8 g of fat per 1 oz, no more than 850 mg of sodium per serving, and 0 transfats.

- Breakfast Sausage Pizza (approximate 3.2 oz. serving)
- Whole Wheat Breakfast Pizza Bagel (approximate 4 oz. serving)
- Cheese Stuffed Breadsticks (approximate 3 oz. serving)
- 4X6 Cheese Pizza (approximate 5 oz. serving)
- 4X6 Pepperoni Pizza (approximate 5 oz. serving)
- 4X6 Whole Wheat Cheese Pizza (approximate 5 oz. serving)
- 4X6 Whole Wheat Pepperoni Pizza (approximate 5 oz. serving)
- 4X6 Whole Wheat Stuffed Crust Cheese Pizza (approximate 5 oz. serving)
- Whole Wheat French Bread Cheese Pizza (approximate 5 oz. serving)

2. GENERAL REQUIREMENTS


- CN Labels are required
- No MSG, artificial flavorings, colorings and/or preservatives
- Cases should have a gross weight of no more than 30 lbs.
- Each individual item is to be packaged in such a way that will prevent sticking together when frozen
- All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.

3. PRODUCT STANDARDS

- All products covered under this Agreement shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of the State of West Virginia, the United States Department of Agriculture, the Federal Food, Drug and Cosmetic Act, and all pertinent sections of the Code of Federal Regulations which govern Food Distribution and the National School Lunch Program, as well as Industry standards related to products for Food Distribution and the National School Lunch Program.
- Any end product not meeting the fabrication, formulation, and/or packaging requirements will be rejected by the WV Food Distribution Program and returned to Processor at Processor's expense.

NATIONAL MASTER PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT

This Agreement is subject to the terms and conditions set forth in the National Master Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and Giorgio Foods, Inc. (Processor).

State Distributing Agency <u>WV Department of Agriculture, Donated Foods Program</u>	Processor <u>Giorgio Foods, Inc.</u>
Name <u>Darrell Carter</u>	Name <u>John Majewski</u>
Title <u>Program Director</u>	Title <u>President</u>
Address <u>908 Bullitt Street</u>	Address <u>P.O. Box 96</u>
City, State, Zip <u>Charleston, WV, 25301</u>	City, State, Zip <u>Temple, PA 19560</u>
Contact <u>Darrell Carter</u>	Contact <u>Darlene Schadler</u>
Phone <u>304-558-0573</u>	Phone <u>800-330-5705</u>
Fax <u>304-558-2105</u>	Fax <u>610-926-7012</u>
E-mail <u>dcarter@aq.state.wv.us</u>	E-mail <u>dschadler@giorgiofoods.com</u>
Web Address <u>www.state.wv.us/admin/purchase/vrc</u>	Web Address <u>www.giorgiofoods.com</u>
Signature _____	Signature 
Date _____	Date <u>3/9/09</u>

Period of Agreement: This Agreement shall become effective on JULY 1, 2009 and will terminate on JUNE 30, 2010.

1. **Value Pass Through Systems.** State Agency will indicate which value pass through systems are acceptable in their State. Processor will indicate which value pass through systems they desire to use in the State and have been approved by USDA in the NMPA (National Master Processing Agreement).

Permitted By State	Value Pass Through System	Selected by Processor
	Direct Discount	
	Refund	
	Indirect Discount (net off invoice)*	
	Alternate Value Pass Thru System* (requires FNS approval)	
THIS IS THE ONLY VPT ALLOWED IN WV	Fee for Service – billed by processor	X
	Fee for Service – billed by distributor	

*Sales Verification Required

If sales verification is required, check one:

State delegates sales verification to the processor

[According to 250.19 (2)(vi) (C) states must review the processor's findings and select a random sub-sample of at least 10% of all sales verified by the processor and reverify the sales by re-contacting the RA]

Processor should submit their Sales Verification Plan to the State Agency.

State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

3. **CN Labeling.** Products, which contribute toward the school meal pattern requirements, may qualify for CN labeling. State should check those that apply.

CN Labeling is optional. Recipient agencies may request CN labeled products.

CN Labeling is required, if applicable for the processed product.

Submit CN labels with SEPDS.

4. **Nutritional Information.** Recipient agencies need nutritional information to comply with USDA regulations. Please check those that apply:

Processor must provide nutrition information to RA upon request.

Processor's nutrition information has been submitted to USDA Database

Processor's nutrition information is available on their web site.

_____ (Provide the web address)

Processor must submit nutrition information with the SEPDS

5. By products. If by products are produced, describe method of valuation and credit.

6. Backhauling of DF. If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.

State permits backhauling Yes No

Backhauling permitted from State Warehouse School District

State requires attached form for requesting approval to backhaul Yes No

7. ~~List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor upon State approval of the State Participation Agreement.~~

COMMODITIES IN WEST VIRGINIA ARE PURCHASED AND DISTRIBUTED DIRECTLY BY THE STATE DISTRIBUTING AGENCY.

8. Special Instructions for Delivery of End Product to Designated Delivery Locations:

ALL INSTRUCTIONS AND PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

9. Additional State Requirements.

AS OUTLINED UNDER NUMBER 1 ABOVE, THE ONLY VALUE-PASS-THROUGH SYSTEM CURRENTLY ALLOWED BY WV IS FEE-FOR-SERVICE BILLED BY PROCESSOR

AS OUTLINED UNDER NUMBER 2 ABOVE, SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

ALL PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

SUBCONTRACTOR AGREEMENT

Subcontractor Agreement: Authority USDA FNS 7 CFR Part 250

Whereas Giorgio Foods, INC (Primary Processor) holds a National Master Processing Agreement (hereinafter "Agreement") with the U.S. Department of Agriculture Food and Nutrition Service and whereas S&F Foods (Subcontractor) desires and is capable of performing part of the Agreement, namely producing Strombolis, French Breads, Calzones, Black Bean Empanada ; Pizza's . It is further agreed that the Subcontractor mentioned above will conform to all terms and conditions of the above named Agreement, making this addendum part of that Agreement.

Subcontractor shall maintain records for three (3) years from the close of the federal fiscal year to which they pertain and shall make them available for inspection by either State, federal or local representatives at any time, without prior notice, during normal office hours. Processor records shall include the following:

- A. Quantity of raw DF received from Primary Processor for each month.
- B. Quantities of raw DF and end products remaining on hand for each month.
- C. Quantities of end products delivered to RA or back to the Primary Processor.

Subcontractor will attach a signed End Product data Schedule to this Addendum for the end products that are being processed, or any other function for which the Subcontractor is performing.

ALL PARTIES APPROVE BY SIGNING BELOW:

PRIMARY PROCESSOR

Processor: Giorgio Foods, INC Address: P.O. Box 96, Temple, PA 19560

Name: John Majewski Title: President

Signature:  Date: 2/9/09

SUBCONTRACTOR

Subcontractor: S&F Foods, INC Address: 29411 Beverly Road, Romulus, MI 48174

Name: John Cather Title: RP Sales

Signature:  Date: 2/9/09

FNS APPROVAL

Name: Cathie McCullough Title: Director, Food Distribution Division

Signature:  Date: 2/17/09

Subcontractor Agreement: Authority USDA FNS Title 7 CFR Part 250

Whereas _____ (primary processor) holds a Master Donated Food Processing Agreement with the _____ covering the period from July 1, 2003, to June 30, 2004 (hereinafter "Agreement"), and whereas _____ (subcontractor) desires and is capable of performing part of the Agreement, namely _____ (specify function and USDA donated foods used). It is further agreed that the Subcontractor mentioned above will conform to all terms and conditions of the above named Agreement, making this addendum part of that Agreement.

Subcontractor shall maintain records for three (3) years from the close of the federal fiscal year to which they pertain and shall make them available for inspection by either state, federal or local representatives at any time without prior notice, during normal office hours. Processor records shall include the following:

- A. Quantity of raw DF received from Primary processor for each month.
- B. Quantities of raw DF and end product(s) remaining on hand for each month.
- C. Quantities of end product(s) delivered to RA or back to the Primary Processor.

An End Product Data Sheet(s) must be signed by the Processor and the Subcontractor and attached to this addendum for the end product(s) that are being processed, or any other function for which the subcontractor is performing.

ALL PARTIES APPROVED BY SIGNING BELOW:

PRIMARY PROCESSOR

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____

SUBCONTRACTOR

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____

FOOD DISTRIBUTION APPROVAL

Primary Processor _____ Title _____ Telephone No. _____

Name _____ Address _____

Signature _____ Date _____



STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE

Gus R. Douglass, Commissioner

Donated Foods Program

908 Bullitt Street

Charleston, West Virginia 25301

Telephone:(304)558-0573 Fax: (304)558-2105

Janet L. Fisher
Deputy
Commissioner

Steve Hannah
Deputy
Commissioner

MEMORANDUM

TO: State of West Virginia
Purchasing Division

CC: Gus R. Douglass, Commissioner
Jean F. Smith, Director Marketing and Development Division
Sandi Gillespie, Director Administrative Services Division
Cindy Fisher, Administrative Services Division

FROM: Darrell Carter, Director
Donated Foods Program
West Virginia Department of Agriculture
Marketing and Development Division

SUBJECT: Request for Quotations

DATE: January 16, 2009

As previously discussed and as was the case with the RFQ in 2006, the attached Request for Quotations for commodity processed food products do not require the vendor to provide a bond for our State. Each vendor responding to these requests are required to have a National Processing Agreement (NPA – Copy Attached for reference) with the United States Department of Agriculture (USDA). Under these NPAs, -USDA retains full responsibility and liability for the products and therefore also holds the bonds (Copy of USDA Policy Memorandum FD-039 – Bonding in National Master Processing Agreements- attached for reference).

Please expedite these as much as possible. Thank you for your time and consideration in this matter. If you have any questions, please contact me or Melinda Scaggs at 558-0573.

DC/mds



Food Distribution National Policy Memorandum

United States
Department of
Agriculture

DATE: November 24, 2008

Food and
Nutrition
Service

POLICY NO.: FD-081: Summer Food Service Program (SFSP)

SUBJECT: Distribution of Donated Foods to Service Institutions
Participating in the Summer Food Service Program

3101 Park
Center Drive

Alexandria, VA
22302-1500

7 CFR Parts 225 and 250 provide for the distribution of donated foods to eligible service institutions (referred to as sponsors in 7 CFR Part 225) in the Summer Food Service Program (SFSP). These service institutions may include school food authorities (SFAs), residential summer camps, or other public or private nonprofit organizations that serve summer meals to children. Although the Richard B. Russell National School Lunch Act does not establish a specific per-meal value of donated food assistance in SFSP (as in the National School Lunch Program (NSLP)), Food and Nutrition Service (FNS) has traditionally provided donated food assistance in SFSP valued at 1.5 cents per meal served. Such assistance helps service institutions to provide nutritious meals to children participating in summer activities. However, the relatively small amount of donated food assistance provided presents some challenges to distributing agencies in distributing such foods in an efficient and cost-effective manner. For example, summer camps or programs sponsored by private nonprofit or public organizations may be eligible to receive only a limited quantity of donated foods, or may be located in remote areas. In this memorandum, we present several options for consideration by the distributing agency to help ensure that service institutions receive donated foods for use in the summer meals provided in SFSP in an efficient and cost-effective manner.

Distribution from Distributing Agency Storage Facilities

The distributing agency may distribute NSLP donated foods in its storage facilities to service institutions, as part of their SFSP "entitlement", if this would help to ensure that such institutions receive donated foods in a more timely and efficient manner. In such case, the distributing agency must subsequently report to FNS the types and amounts of NSLP donated foods that have been distributed in SFSP, so that FNS can make the appropriate adjustments on delivery orders and NSLP entitlements. However, the distributing agency may not distribute such NSLP donated foods to service institutions, for use in SFSP, in excess of such institutions' SFSP "entitlement", unless the distributing agency:

- 1) Determines, in consultation with SFAs, that such donated foods may not be efficiently used in NSLP; and
- 2) Receives approval from FNS to "redonate" such foods to service institutions in SFSP.

Policy Memorandum No. FD 081

Distribution through the TEFAP Network

The distributing agency may also distribute SFSP foods to service institutions using the TEFAP distribution network (i.e., food banks or other eligible recipient agencies, as defined in 7 CFR 251.3), if the distributing agency administers both SFSP and TEFAP. Such distribution must be performed in accordance with the distributing agency's agreement with the eligible recipient agency, as required in 7 CFR 251.2(c) and (d). Since service institutions serve predominantly needy persons, they are eligible to receive TEFAP foods as eligible recipient agencies, and, as emergency feeding organizations, would receive first priority in distribution of such foods, in accordance with 7 CFR 251.4(h). This means of distribution may be more cost-effective, as it would permit service institutions to receive consolidated deliveries of SFSP and TEFAP foods (or to pick up such foods at one time) from a food bank near them, which may reduce the charge assessed by the food bank for the cost of storage and distribution of such foods. Service institutions must have an agreement with such food bank or other eligible recipient agency, in accordance with 7 CFR 251.2(c) and (d), and must maintain a record of receipt of all SFSP and TEFAP foods received, in accordance with 7 CFR 250.16(a).

Processing and Purchase of End Products from a Commercial Distributor

The distributing agency may arrange for the delivery of SFSP donated foods to a processor for processing into end products that service institutions purchase through local commercial distributors for use in SFSP. Such processing must be performed in accordance with the requirements in Subpart C of 7 CFR Part 250, and in accordance with an agreement between the distributing agency and the processor. It also must ensure that service institutions receive credit for the value of donated foods in the end products, through a discount, or refund or rebate, in its purchase of the end products from the processor or distributor.



Cathie McCullough
Director
Food Distribution Division



4" X 6" PEPPERONI PIZZA 96 COUNT

Nutrition Facts

Serv. Size 1 slice (142g)
Servings per case: 96

Amount per serving

Calories 310	Calories from Fat 120
% Daily Value*	
Total Fat 13g	20%
Sat Fat 7g	34%
Trans Fat 0g	
Cholest. 35mg	11%
Sodium 720mg	30%
Total Carbohydrate 27g	9%
Dietary Fiber 1g	4%
Sugar 4g	

Protein 17g

Vitamin A 15% • Vitamin C 10%
 Calcium 35% • Iron 15%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
 Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS:

CRUST: Enriched Wheat Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Potassium Bromate, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Vegetable Shortening, Salt, Sugar, Dough Conditioner (Sodium Stearoyl Lactylate, Calcium Sulfate and Sodium Sulfate), Yeast.

CHEESE: Mozzarella Cheese (Pasteurized Part Skim Milk, Cultures, Salt, Enzymes).

SAUCE: Water, Tomato Paste (Not Less Than 31% NTSS), Seasonings(Salt, Sugar, Spices and Garlic Powder).

PEPPERONI: Pork and Beef, Salt, Spices, Dextrose, Lactic Acid Starter Culture, Natural Smoke Flavor, Flavorings, Oleoresin of Paprika, Sodium Nitrate, BHA, BHT, Citric Acid.

CONTAINS: MILK, WHEAT AND SOY

HEATING INSTRUCTIONS:

BAKE: Preheat oven to 400 degrees. Place pizza on sheet tray. Convection oven bake for 7-10 minutes. Conventional oven 12-15 minutes or until cheese bubbles and crust is crisp.

Oven temperatures may vary – Adapt directions to individual ovens.

CN CONTRIBUTION – 2 M/MA, 2 BR, 1/8 CUP VEG

NET WT. 30 LBS.

KEEP FROZEN

ITEM 4112

Giorgio Foods, Inc. P.O. Box 96, Temple, PA 19560 USA
Phone: (610) 926-2139 Fax: (610) 926-7012 Web: giorgiofoods.com

Item #	4112	Vitamin A	15%
Calories	310	Vitamin C	10%
Calories from Fat	120	Calcium	35%
Total Fat	13g	Iron	15%
Sat Fat	7g		
Trans Fat	0g	Case Count	12
Cholesterol	35mg	Servings per Case	96
Sodium	720mg	Serving Size	5 oz
Carbohydrate	27g	Case Cube	2.06
Dietary Fiber	1g	GR WT per Case	32
Sugar	4g	Net WT Per Case	30
Protein	17g	Pallet Configuration	12 x 5 = 60
Manufacturer's UPC Code	07047544112		
CN CONTRIBUTION – 2 M/MA, 2 BR, 1/8 cup VEG			



Nutrition Facts	
Serv. Size 1 slice (142g)	
Servings per case: 96	
Amount per serving	
Calories 290	Calories from Fat 110
% Daily Value*	
Total Fat 12g	19%
Sat Fat 8g	41%
Trans Fat 0g	
Cholest. 35mg	11%
Sodium 530mg	22%
Total Carbohydrate 27g	9%
Dietary Fiber 1g	4%
Sugar 5g	
Protein 19g	
Vitamin A 20% • Vitamin C 10%	
Calcium 45% • Iron 10%	
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000 2,600
Total Fat	Less than 65g 80g
Saturated Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300mg
Sodium	Less than 2,400mg 2,400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g

INGREDIENTS:

CRUST: Enriched Wheat Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Potassium Bromate, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Vegetable Shortening, Sugar, Salt, Dough Conditioner (Sodium Stearoyl Lactylate, Calcium Sulfate and Sodium Sulfate.) Yeast.

SAUCE: Water, Tomato Paste (Not Less Than 31%NTSS), Seasonings(Salt, Sugar, Spices and Garlic)

CHEESE: Mozzarella Cheese (Pasteurized Part Skim Milk, Cultures, Salt, Enzymes).

CONTAINS: MILK, WHEAT AND SOY

HEATING INSTRUCTIONS:

BAKE: Preheat oven to 400 degrees. Place pizza on sheet tray. Convection oven bake for 7-10 minutes. Conventional oven bake for 12-15 minutes or until cheese bubbles and crust is crisp.

Oven temperatures may vary – Adapt directions to individual ovens.

CN CONTRIBUTION – 2 M/MA, 2 BR, 1/8 CUP VEG

NET WT. 30 LBS.

KEEP FROZEN

Giorgio Foods, Inc. P.O. Box 96, Temple, PA 19560 USA
Phone: (610) 926-2139 Fax: (610) 926-7012 Web: giorgiofoods.com

Item #	4109	Vitamin A	20%
Calories	290	Vitamin C	10%
Calories from Fat	110	Calcium	45%
Total Fat	12g	Iron	10%
Sat Fat	8g		
Trans Fat	0g	Case Count	12
Cholesterol	35mg	Servings per Case	96
Sodium	530mg	Serving Size	5 oz
Carbohydrate	27g	Case Cube	2.06
Dietary Fiber	1g	GR WT per Case	32
Sugar	5g	Net WT Per Case	30
Protein	19g	Pallet Configuration	12 x 5 = 60
Manufacturer's UPC Code		07047544109	
CN CONTRIBUTION – 2 MMA, 2 BR, 1/8 cup VEG			

BUSINESS REFERENCES

Philadelphia City School District
Division of Food Services
Angelo Morelli
734 Schuylkill Ave
Philadelphia, PA 19146

Phone (215) 400-5547

Baltimore County Public School District
Patricia Onheiser
1940 G. Greenspring Drive
Timonium, MD 21093

Phone (410) 887-4334

Prince William County
Katrina Rose
Box 389
Manassas, VA 20108

Phone 703-791-7314

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

VALUE PASS THROUGH SYSTEMS APPROVED:

- Direct Sale
- Refund to Recipient Agency
- Net Price Through Distributor
- Fee for Service (billed by Processor)
- Fee for Service (billed by Distributor)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- Reflects Change in Formulation (*italic*)
- Additional Products Listed
- Corrected/Revised

- National Summary (EPDS approved by USDA)
- State Summary (EPDS approved by state agency)

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)										
End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	Donated Food (Use commodity code and short title)	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF (contract value)	Value of DF per case (F x H)	Effective Date	Certified by State Agency Acceptance/Approval
A	B	C	D	E	F	G	H	I	J	K
Mozzarella Cheese										
Sticks & Nuggets										
Pizza										
4109 4"x6" Cheese Pizza 100%	30.00	96	5.00	B077 MOZZARELLA UNFRZ	12.00	No	\$1.6376	\$19.65		
4112 4"x6" Peppersoni Pizza 100%	30.00	96	5.00	B077 MOZZARELLA UNFRZ	9.00	No	\$1.6376	\$14.74		
										FEE FOR SERVICE
										\$42.34
										\$46.14

PRICING

PROCESSOR:

Giorgio Foods, Inc. Name of Company
Bart Richards, Manager of Technical Services Name and Title of Authorized Representative
<i>Bart Richards</i> Signature
1/26/2009 Date Signed

USDA APPROVAL:
(not applicable for state summary)

FNS FDD HQ Name of Approving Agency
Raymond Magee-Program Analyst Name and Title of Authorized Representative
<i>Raymond Magee</i> Signature
1/26/2009 Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency
Name and Title of Authorized Representative
Signature
Date Signed

*If by products are produced, provide value and method credit will be given

3/9/09
DATE

John Maguire
SIGNATURE

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
NA Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
NA Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
NA Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
NA Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
NA Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
NA Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
NA Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
NA Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Giorgio Foods, Inc.

Authorized Signature: John Maynard

Date: 3-9-09