

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

# Request for Quotation

WSH90094

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

\*709022137 800-283-2479 BROUGHTON FOODS LLC 1701 GREENE STREET PO BOX 656

MARIETTA OH 45750

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
1936 SHARPE HOSPITAL ROAD

WESTON, WV

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# 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



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Purchasing Division
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HEALTH AND HUMAN RESOURCES
WILLIAM R SHARPE JR HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV

304-269-1210

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.E. FREIGHT TERMS  1/1/12/2008  UNE QUANTITY UOP CAT THE NOTICE UNIT PRICE AMOUNT  NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.
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PPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY
AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN
MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR
IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN
CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-
PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME
OF WORK )
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE
APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY
THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED  SEE REVERSE SIDE FOR TERMS AND CONDITIONS
TELEPHONE 800-283-2479 DATE 12/17/08
UTLE TEFN



RFQ COPY

TYPE NAME/ADDRESS HERE

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

TERMS OF SALE

### Request for Quotation

WSH90094

FREIGHT TERMS

ROBERTA WAGNER 304-558-0067

SHIP VIA F.O.B.

CENTRAL RECEIVING WESTON, WV

HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL 936 SHARPE HOSPITAL ROAD 26452 304-269-1210

ADDRESS CORRESPONDENCE TO ATTENTION OF

11/17/2008 BID OPENING DATE:	
12/18/2008 BID OPENING TIME 01:30PM	
NO. PERMINER SHIFTING AMOUNT	
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.	
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.	
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.	
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.	
REV. 04/11/2001 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF	
BUSINESS ON 12/2/2008 QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED ADDRESS INQUIRIES TO:	
ROBERTA WAGNER SEE REVERSE SIDE FOR TERMS AND CONDITIONS	33333333
SIGNATURE / / I DATE	300000000000000000000000000000000000000
800-283-2479   12/17/08     17/18	E



MARIETTA OH

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 WSH90094 PAGE 10

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER <u> 304-558-0067</u>

\*709022137 800-283-2479 BROUGHTON FOODS LLC 1701 GREENE STREET PO BOX 656

45750

WILLIAM R. SHARPE JR. HOSPITAL

CENTRAL RECEIVING 936 SHARPE HOSPITAL ROAD

HEALTH AND HUMAN RESOURCES

WESTON, WV

26452

DATE PRI	NTED	Ţ	ERMS OF SAL	E	SHIP VIA	FOB	FREIGHT TERMS
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General Man	$_{ m ager}$ $U$		řein	31-4135	025	ADDRESS CHANGES	S TO BE NOTED ABOVE



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 WSH90094 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER <del>304-558-0067</del>

26452

800-283-2479 1701 GREENE STREET PO BOX 656

MARIETTA OH 45750

BROUGHTON FOODS LLC

\*709022137

HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL CENTRAL RECEIVING 936 SHARPE HOSPITAL ROAD WESTON, WV

304-269-1210

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS /17/2008 BID OPENING DATE: 12/18/2008 OPENING TIME <del>01:30PM</del> QUANTITY LINE UOP ITEM NUMBER AMOUNT UNIT PRICE 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 DIVISTON MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REDECT THE ADUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT. PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE  ${f t}$ IFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT. ALTERNATE TERMS: THE FOLLOWING ALTERNATE TERM IS THE ONLY TERM AVAILABLE if the vendor is not going to hold prices firm for a YEAR . SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 800-283-2479 12/17/08 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 31-4135025 General Manager



HODOR

DATE PRINTED

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TYPE NAME/ADDRESS HERE

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

TERMS OF SALE

# Request for Quotation

SHIP VIA

RFONUMBER WSH90094 PAGE

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

HEALTH AN

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV
26452
304-269-1210

FOB.

BID OPENING DATE: 12/18/2008 BID OPENING TIME 30PM CAT NO LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT ALTERNATE TERMS: ) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR B MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF B MONTHS. NOTE: VENDOR MUST CHECK ALTERNATE TERM ABOVE IN ORDER TO RECEIVE IT.... PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING card for payment of all orders placed by any state AGENCY AS A CONDITION OF AWARD. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID RWLHILE22 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 800-283-2479 12/17/08 TITLE ADDRESS CHANGES TO BE NOTED ABOVE General Manager 31-4135025



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TYPE NAME/ADDRESS HERE

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

### Request for Quotation

RFO NUMBER WSH90094

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ROBERTA WAGNER

<del>304-558-0067</del>

HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL CENTRAL RECEIVING 936 SHARPE HOSPITAL ROAD WESTON, WV

ADDRESS CORRESPONDENCE TO ATTENTION OF

DATE PRINTE	ED	TEF	RMS OF SAI	E	SHIP	/IA	F.O.B.	FREIGHTTERMS
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<b>&gt;</b>	_		11			TELEPHONE 800-283		DATE 12/17/08

				Total	\$ 33,943.00	\$ 1,141.25	\$ 9,042.88	\$ 11,482,65	\$ 2,328.90		<b>★</b> 264.10	\$ 697.68		\$ 40.36	\$		\$	<del>β</del>	\$ 450.00	  			<del>-</del> \$	•
			Price per	item	\$ .1865	\$ ,2075	\$ 2.8891	\$ 2.5517	\$ .2218	e	<b>44.</b> 4017	0069.6	11 00 00 00 00 00 00 00 00 00 00 00 00 0	\$ 4.0357	\$ IN/A		\$ N/A	\$ N/A	\$ .5000	\$ N/A			\$ N/A	
				Items	skim milk, 1/2 pint	2% milk, 1/2 pint	gallon, 2% milk	gallon, skim milk	1/2 pint containers, low fat chocolate milk	5# tubalxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Cream	1oz individual pkgs fatx Medesour cream 100 ct	÷.	cream Sokreem	5# tub Cream Cheese	Low fat cream cheese,	single serving	Fat-free Cream Cheese, individual servings 3/4 oz	Boz cups, Nox-fat Yogurt	16oz Non-fat Yogurt, Plain \$ N/A	Yogurt, Light, Fat free, 8oz	grams fat, no more than	seven grams protein	Cottage Cheese, 5# tub,
					300 1/2 pint	5,500 1/2 pint	130 gallon	gallon	1/2 pint	4.1	anı #c	1 oz		5 # tub	5 # tub		000 3/4 oz	3/4 oz	900 8 oz	150 16 oz			8oz	
WSH 90094	Dairy Products	Estimated	Yearly	Quantity	182,000	5,500	3,130	4,500 gallon	10,500 1/2 pint		ou containers	72 cases		10 containers	9 60 containers	•	τ-	72 cases (1000per case) 3/4 oz				200 cases (12	14 per case)	
			•		_	2	က	4	5	Q	0	2	(	∞	6	,	10	-	12	13			14	

	\$		\$		\$ 1,719.30		\$ 736.00		\$ 220,00		\$ 1,100.88		\$ 2,364.48			\$
	\$ N/A		\$ N/A		\$ 1.7193		\$ 9.2000		\$ .2200		\$ 15.2900		\$ 16.4200	\$		\$ N/A
Non Dairy Whipped	Topping, squeeze bag	Sorbet, 4oz containers,	assorted flavors	Popsicles, assorted		Sherbert, 48/4oz per pkg,	assorted flavors	4 oz cups Ice Cream -	assorted flavors	Chocolate Ice Cream, 3	gallon tubs	Vanilla Ice Cream, 3	gallon tubs	Italian Ice, 4 oz	Spumoni Ice Cream, 3	gallon tubs
	1000 16 oz		150 4 oz		12 per bx		4 oz		1000 4 oz	3 gallon	72 tubs	3 gallon	144 tubs	2592 4 oz	3 gallon	72 tubs
	1000		150		18 1000 boxes	80 pk (48 per	19 pkg)		1000		7.5		144	2592		7.5
	16		17		18		19		20		21		22	23		24

Total

\$66,547.31

## 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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

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

Vendor's Name:	Broughton Foods, LLC			
Authorized Signature	: 8)-10	Blit	Date:	12/17/08
Purchasing Affidavit (Revis	David J. Broughton	, General Manager	-	