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

Request for Quotation

SUPFOOD10

ADDRESS:CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

TYPE NAME/ADDRESS HERE Connetquot West Inc 200 Allen Blvd

Farmingdale, NY 11735

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: 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.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or reimpurse such taxes.
- 12. RENEWAL: 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, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. 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.
- 16. 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 agency 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.

Rev. 12/15/09

Augustine to



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

Request for

SUPFOOD10

ADDRESS CORRESPONDENCE TO ATTENTION OF JO ANN ADKINS 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

Connetquot West Inc 200 Allen Blvd Farmingdale, NY 11735 P T O

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

RFQ COPY TYPE NAME/ADDRÉSS HERE

Connetquot West Inc 200 Allen Blvd Farmingdale, NY 11735

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

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Department of Administration
Purchasing Division
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Post Office Box 50130 Charleston, WV 25305-0130

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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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

SUPFOOD10 Specifications and Conditions

- 1. Orders shall be delivered within 5 working days after receipt of order (ARO). Preferred delivery is 5 calendar days ARO. Delivery greater than 5 working days will not be considered. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Vendor shall note the number of days (calendar or working) on the pricing page.
- 2. All orders from this contract totaling \$200.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.) If bidders have a minimum quantity that is required to accept orders, they must enter that quantity on the pricing page; failure to do so will require the vendor to deliver any quantity ordered.
- 3. All orders less than \$200.00 shall be delivered FOB: Shipping Point. Any transportation charges costs shall be itemized as a separate charge.
- 4. All pricing must include delivery to any West Virginia address.
- 5. Agencies may make small purchases (under the \$200.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.
- 6. Product expiration dates shall be as long as possible and must be at least one year from date of delivery.
- 7. Vendor must guarantee the products to be free from any defect in material, packaging and workmanship. Vendor agrees to replace defective items promptly at no charge to the ordering agency if problems are detected and reported within a period of six months from the date of delivery.
- 8. All products bid shall meet the attached specifications for the products bid.
- Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance and/or is not suitable for their facility. Vendor shall do this at no cost to the agency.
- 10. Vendor must have a manufacturer's certification that all products bid, meet all specifications. Such certification should be submitted with each vendor's bid.

SUPFOOD10 Specifications and Conditions

- 11.All quantities listed on the pricing page are estimates only, and should not be construed as any guarantee of future contract use. This quantity shall be used to evaluate the bids. 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.
- 12. The successful bidder shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
- 13. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
- 14. Contract Price Changes: Successful vendor may request substantiated price increase increases at renewal. Purchasing may either accept the price increase or re-bid the commodity.

Selected vendor must submit quarterly reports to the Purchasing Department. These reports must indicate the quantity of each item purchased and the total dollar amount of all orders. Reports must be sent to:

Purchasing Division Attention: Jo Ann Adkins 2019 Washington Street, East Charleston, West Virginia 25305

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Description	Kindercal TF, Isotonic, Vanilla	Ultracal HN Plus	Vivonex Pediatric	Isocal HN Plus	ואחתפנו אחשמנ	Nutren Junior Fiber Van, Ver	PediaSure Enteral Formula with Fiber	Peptamen Junior Chocoled e	闦	Pediatric Peptinex DT	Polain	Compleat Pediatic	Choice DM TF	Choice DM	ADVERA (Novartis)	Deliver 20	Boost Pudding Van 5 oz. cans	Boost Pudding Choc 5 oz cans	Resource Just for Kids 1.5 Cal	Resource Just for Kids 1.5 Cal with Fiber	Resource Just for Kids with Fiber	Resource Just for Kids			Delivery Charge - Orders under \$200.00		Contract Coordinator Loke Mar De		Address: 200 Allen Blud	ingdale, NY 117			Email: Imarchese@cuimedit		
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Rev. 09/08

State of West Virginia

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: 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, 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, 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: 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: 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: 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: 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: 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.			
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.			
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information I by the Tax Commissioner to be confidential.			
and acc	connection of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately. Connected West Inc. Signed:			
	6/18/10 Title: Bid/Quote Coordinator			
	ny combination of preference consideration(s) indicated above, which you are entitled to receive.			

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067539	Boost Chocolate	\$	42.80	12	\$ 513.60
067638	Boost Strawberry	\$	42.80	12	\$ 513.60
067439	Boost Vanilla	\$	42.80	12	\$ 513.60
093139	Boost Vanilla Plus	\$	46.40	255	\$ 11,832.00
51892	Ensure Butter Pecan	\$	35.15	24	\$ 843.60
50462	Ensure Chocolate	\$	35.15	24	\$ 843.60
51738	Ensure Coffee	\$	35.15	24	\$ 843.60
50466	Ensure Plus Chocolate	\$	37.88	24	\$ 909.20
51740	Ensure Plus Coffee	\$	37.88	24	\$ 909.20
50646	Ensure Plus Strawberry	\$	37.88	24	\$ 909.20
50464	Ensure Plus Vanilla	\$	37.88	24	\$ 909.20
54848	Ensure Pudding, Butterscotch	\$	53.42	48	\$ 2,564.00
54846	Ensure Pudding, Chocolate	\$	53.42	48	\$ 2,564.00
54844	Ensure Pudding Vanilla	\$	53.42	48	\$ 2,564.00
58295	Ensure Strawberry	\$	39.12	24	\$ 938.80
58297	Ensure Vanilla	\$	39.12	24	\$ 938.80
52098	Ensure High Protein	\$	37.05	24	\$ 889.20
044606	Isocal, Isocal HN	\$	42.90	24	\$ 1,029.60
184601	Isosource, Isosource HN	\$	50.00	24	\$ 1,200.00
036513	MCT Oil	\$	482.30	1	\$ 482.30
008702	Microlipid	\$	212.00	1	\$ 212.00
53624	Nepro-Vanilla	\$	92.83	24	\$ 2,228.00
9871616352	Nutren 1.0 w/Fiber Ultra Pack	\$	50.00	6	\$ 300.00
52600	Osmolite HN Ready-To-Hang	\$	67.12	8	\$ 536.93
668	Osmolite Ready-To-Hang	\$	57.37	8	\$ 458.93
9871518192	Peptamen 1.5	\$	298.00	24	\$ 7,152.00
50628	Perative	\$	93.05	24	\$ 2,233.20
9871661010	ProBalance UltraPak	\$	52.10	6	\$ 312.60
699	Pulmocare Vanilla	\$	50.75	24	\$ 1,218.00
284100	Resource Beneprotein Instant Protein Powder	\$	102.70	1	\$ 102.70
283300	Resource Glutasolve	\$	151.67	56	\$ 8,493.33
100702	Subdue Plus	\$	207.65	24	\$ 4,983.60
045805	Tolerex	\$	686.00	60	\$ 41,160.00
57047	TwoCal HN Butter Pecan	\$	78.30	24	\$ 1,879.20
071298	Vivonex Plus	\$	460.20	36	\$ 16,567.20
362500	Vivonex RTF	\$	231.60	24	\$ 5,558.40
071274	Vivonex T.E.N.	\$	709.70	60	\$ 42,582.00
062202	Kindercal, Vanilla	\$	75.60	24	\$ 1,814.40
060802	Kindercal, Chocolate	\$	63.32	24	\$ 1,519.60
071310	Vivonex Pediatric	\$	294.10	36	\$ 10,587.60
9871616063	Nutren Junior Fiber-VANILLA	\$	63.20	24	\$ 1,516.80
9871660120	Peptamen Junior-CHOCOLATE	\$	225.20	24	\$ 5,404.80
9871616261	Peptamen Junior with Prebio-VANILLA	\$	230.77	24	\$ 5,538.40
142400	Compleat Pediatric	\$	101.60	24	\$ 2,438.40
196600	Arginaid Extra Orange Burst	\$	87.30	48	\$ 4,190.40
094503	Boost Pudding Van 5oz cans	\$	91.60	54	\$ 4,946.40
094603	Boost Pudding Choc 5oz cans	\$_	91.60	64	\$ 5,862.40

\$ 212,508.40

REQ No.Du	9 FOOD10
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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: Connedquat West Inc Authorized Signature: Juke Mark Date: 6/18/10 State of New York County of Suffalk, to-wit: Taken, subscribed, and sworn to before me this 18 day of Juhe, 2010. My Commission expires OCTOBER 13, 20/0. AFFIX SEAL HERE NOTARY PUBLIC ACCEPTED.

GRACE PIETZAK
NOTARY PUBLIC, State of New York
No. 01Pi6212407
Qualified in Nessau County
Commission Expires: October 13, 2013

WITNESS THE FOLLOWING SIGNATURE

Purchasing Affidavit (Revised 12/15/09)