



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
DFS11

PAGE
1

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

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

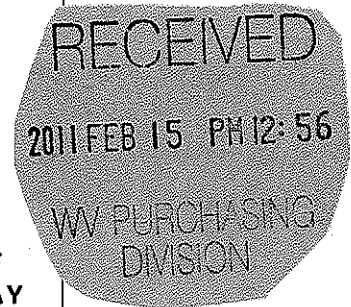
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>REQUEST FOR QUOTATION</b>  <b>DISPOSABLE FOOD SERVICE ITEMS</b></p> <p>THE PURCHASING DIVISION IS REQUESTING BIDS FOR A STATEWIDE CONTRACT FOR DISPOSABLE FOOD SERVICE ITEMS FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>THIS REQUEST FOR QUOTATION IS PER THE ATTACHED CONDITIONS AND SPECIFICATIONS, DATE 1/11/2011, TWO (2) PAGES.</p> <p>VENDORS SHALL USE THE ATTACHED PRICING PAGES TO ENTER THEIR PRICES. VENDORS SHOULD TYPE ALL REQUESTED INFORMATION ON THESE PAGES AND SIGN THE PRICING DOCUMENT. ELECTRONIC VERSION OF DFS11 CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDORS ARE REQUESTED TO RETURN ELECTRONIC DISK WITH THE BID COMPLETED WITH ALL INFORMATION ON THE PRICING PAGES. IF ANY DEVIATION EXISTS BETWEEN THE DISK AND THE PAPER COPY, THE PAPER COPY SHALL RULE.</p> <p>THIS AWARD MAY BE SPLIT BETWEEN VENDORS AT THE DISCRETION OF THE PURCHASING DIVISION.</p> <p>*****            INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JANUARY 25, 2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard D. Harless</i>	TELEPHONE 800-624-8578	DATE FEB 15, 2011
TITLE BID COORDINATOR	FEIN 36-3642292	ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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](http://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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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:
DFS11

PAGE
2

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

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
  
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		640-22		
INQUIRIES TO:  JEAN Y. JONES DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JEAN.Y.JONES@WV.GOV						
VARIOUS DISPOSABLE FOOD SERVICE ITEMS  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DFS11

PAGE
3

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

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

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

PURCHASING

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>OPEN 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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DFS11

PAGE
4

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

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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:
DFS11

PAGE:
5

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

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF INFORMATION ISSUED IN WRITING AND ADDED TO THE THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"><i>Richard D. Hales</i> SIGNATURE</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
<b>DFS11</b>

PAGE
<b>6</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>JO ANN ADKINS</b> <b>304-558-8802</b>

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>01/11/2011</b>				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
BUYER:-----FILE 42-----						
RFQ. NO.:-----DFS11-----						
BID OPENING DATE:-----02/15/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  -----304-562-3600-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Rick HARLESS-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DFS11**

PAGE  
**7**

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

VENDOR

\*C16132728 01 800-624-8578  
 US FOODSERVICE WV  
 2575 VIRGINIA AVENUE  
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DFS11 ***** TOTAL:						<u>225,478.26</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



## DFS11 Specifications and Conditions

1) Orders shall be delivered within seven (7) working days after orders are received. Emergency orders shall be delivered within three (3) working days after orders are received. 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.

All deliveries shall be made during normal working hours, on a schedule that meets the requirements of each Agency.

2) All orders from this contract, with the exception of those totaling \$100.00 or less must be F.O.B: Destination. (All prices entered on the pricing pages shall include all delivery and freight charges.)

Agencies may make purchases of less than \$100.00 from any local source to eliminate shipping/freight charges. (Agencies are not permitted to string orders to circumvent the use of this contract.)

If an Agency chooses to order less than the \$100.00 minimum, any transportation costs will be invoiced as a separate charge on the invoice.

3) All products shall be highly efficient and effective in the performance of the tasks for which the product is designed.

4) Contractor shall remove 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. This shall be done at no cost to the Agency.

5) Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid.

All costs of test samples shall be borne by the vendor as well as freight costs to and from the Agency.

6) 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.

7) Vendors must be either a manufacturer or regular, stocking dealer for the products they propose to offer and must carry a reasonable inventory of these products to meet the needs of state agencies. Vendors must agree to allow their

**DFS11**  
**Specifications and Conditions**

stockrooms and warehousing facilities to be inspected by Division of Purchasing at any time during the contract period.

8) Successful vendor is to provide a six month summary report of procurement volumes by item and dollar amounts. This report must also include any purchases made by any political subdivisions as well as State Agencies in the State of West Virginia. This is a single report which is to be furnished at the beginning of the seventh month of the contract. The report is to be sent to:

Jean Y. Jones  
Department of Administration  
Purchasing Division  
[jean.y.jones@wv.gov](mailto:jean.y.jones@wv.gov)

VENDOR: US FOODSERVICE WV

**DFS11 - BID SPREADSHEET**

ITEM	DESCRIPTION	U/M	Est QTY.	BRAND	ITEM#	COUNT PER CASE	COLOR	UNIT PRICE	TOTAL
1	SANDWICH BAGS: 5 3/4" X 6 7/8" X 1 1/8" BROWN PAPER GOODS #7A02 OR EQUAL	CS	62	Handguards	8004574	2000ct		\$ 12.58	\$ 779.96
2	SILVERWARE BAGS: PLAIN PAPER, 10" X 2" X 3/4" BROWN PAPER GOODS #8A07 OR EQUAL	BX	263	Brown's	6092225	2000ct		\$ 25.72	\$ 6,764.36
3	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM, HEAVY WAXED, NOT PLEATED SWEETHEART R3 OR EQUAL	CS	108	Dixie	7507551	2400	sage	\$ 49.86	\$ 5,384.88
4	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM PLEATED FOR DISPENSER SWEETHEART #450 OR EQUAL	CS	127	solo/swthrt	9105461	50/100	white	\$ 163.36	\$ 20,746.72
5	DISPENSER FOR COLD DRINK CUP, 3 1/2 OZ., FLAT BOTTOM, PLEATED, 1 PER CASE SWEETHEART EAD10 OR EQUAL	CS	1	Dixie	999900	1 each		\$ 22.00	\$ 22.00
6	MOSAIC 7 1/4 OZ. COLD DRINK CUP FLAT BOTTOM, NARROW BASE FOR COVER ALL LID SWEETHEART R7N JAZZ OR EQUAL	CS	72	Dixie	9507591	2400	sage	\$ 94.32	\$ 6,791.04
7	LID FOR 7 1/4" COLD DRINK CUP, FLAT BOTTOM, NARROW BASE SWEETHEART L7N OR EQUAL	CS	1	Dixie	999901	2400		\$ 62.00	\$ 62.00
8	CUP: COLD DRINK, 10 OZ., 2,500 PER CASE SWEETHEART R10N N OR EQUAL	CS	20	Monogram	9518879	24/100	sage	\$ 118.18	\$ 2,363.60
9	LID FOR COLD DRINK CUP, 10 OZ., 2,500 PER CASE SWEETHEART L10BLN OR EQUAL	CS	1	Monogram	765115	12/100		\$ 29.69	\$ 29.69
10	CUP: HOT DRINK, 6 OZ., FOAM DART 6J6 OR EQUAL	CS	170	Monogram	765057	1000	white	\$ 13.86	\$ 2,356.20
11	LID FOR HOT DRINK CUP, 6 OZ. DART 6JL OR EQUAL	CS	11	Wincup	9003526	1000		\$ 9.02	\$ 99.22
12	TUMBLER: 10 OZ., CRYSTAL CLEAR, DISPOSABLE THIN-WALL, ROLLED LIPS, CONSTRUCTED OF HIGH IMPACT POLYSTYRENE PLASTIC DART 10CT10 OR EQUAL	CS	41	solo	5004825	1000	clear	\$ 80.96	\$ 3,319.36

**DFS11 - BID SPREADSHEET**

ITEM	DESCRIPTION	U/M	Est QTY.	BRAND	ITEM#	COUNT PER CASE	COLOR	UNIT PRICE	TOTAL
13	CUP: COLD DRINK, 8 OZ., FOAM DART 8J8 OR EQUAL	CS	1,293	monogram	765032	1000	white	\$ 15.67	\$ 20,261.31
14	LID FOR 8 OZ. COLD DRINK CUP, FOAM 1000 PER CASE - DART 8JL OR EQUAL	CS	89	wincup	5038591	1000	white	\$ 11.40	\$ 1,014.60
15	CUP: 12 OZ. COLD DRINK, FOAM DART 12J12 OR EQUAL	CS	994	monogram	728865	1000	white	\$ 20.71	\$ 20,585.74
16	LID FOR 12 OZ. COLD DRINK CUP, FOAM DART 12JL OR EQUAL	CS	49	wincup	3256104	1000	white	\$ 13.91	\$ 681.59
17	PLATES: 6" (BREAD & BUTTER), FOAM PACTIV TH1-0006 OR EQUAL	CS	104	monogram	892042	1000	white	\$ 14.46	\$ 1,503.84
18	PLATES: 9" (DINNER), FOAM PACTIVE TH1-0009 OR EQUAL	CS	284	monogram	892059	500	white	\$ 14.46	\$ 4,106.64
19	PLATES: 9" (SECTIONAL DINNER), FOAM PACTIV TH1-0011 OR EQUAL	CS	204	monogram	892091	500	white	\$ 15.20	\$ 3,100.80
20	PLATES: 9" CHINET PRO PAPER (BIO-DEGRADABLE) OR EQUAL	CS	1	Dixie	5014196	1000	white	\$ 18.92	\$ 18.92
21	BOWL: 10 OZ. FOAM, (SALAD, CEREAL, SOUP) DART 10B20 OR EQUAL	CS	409	wincup	1050921	1000	white	\$ 31.68	\$ 12,957.12
22	BOWL: 12 OZ. FOAM, (SOUP) SWEETHEART #FS12BN OR EQUAL	CS	198	monogram	8666935	1000	white	\$ 17.89	\$ 3,542.22
23	PLATE: 6" PAPER, LIGHT WEIGHT, 1000 PER CASE PAPERONE 40100 OR MENDENALL 7606 OR EQUAL	CS	3	monogram	383323	1000	white	\$ 13.99	\$ 41.97
24	CARRY-OUT CONTAINER, SANDWICH, FOAM HINGED-LID, 6" X 6" X 3" PACTIV TH1-0080 OR EQUAL	CS	137	monogram	66176609	500	white	\$ 29.47	\$ 4,037.39
25	CARRY-OUT CONTAINER, DINNER, 3 COMPARTMENT, FOAM, HINGED LID, 9 1/8" X 9" X 3 1/4" PACTIVE HLW-0903 OR EQUAL	CS	1794	monogram	3631025	150	white	\$ 12.94	\$ 23,214.36
26	CARRY-OUT CONTAINER, DINNER, SINGLE COMPARTMENT, FOAM, HINGED-LID, 9 1/8" X 9" X 3 1/4" PACTIVE HLW-0901 OR EQUAL	CS	23	monogram	5865522	150	white	\$ 12.94	\$ 297.62


DFS11 - BID SPREADSHEET

ITEM	DESCRIPTION	U/M	Est QTY.	BRAND	ITEM#	COUNT PER CASE	COLOR	UNIT PRICE	TOTAL
27	FORK: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEFW OR EQUAL	CS	588	monogram	9970328	1000	white	\$ 15.05	\$ 8,849.50
28	KNIFE: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEKW OR EQUAL	CS	113	monogram	9970377	1000	white	\$ 15.05	\$ 1,700.65
29	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IESW OR EQUAL	CS	1046	monogram	9970435	1000	white	\$ 15.05	\$ 15,742.30
30	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED JET IEPW OR EQUAL	CS	1	monogram	9970468	1000	white	\$ 20.00	\$ 20.00
31	SETS: (FORK, KNIFE, SPOON) MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED - JET 3EW5 OR EQUAL	CS	162	monogram	8920670	250	white	\$ 18.75	\$ 3,037.50
32	FOIL: ALUMINUM, HEAVY DUTY, .001 GAUGE, WRAPPING MATERIAL, 18" WIDTH X 500 FOOT ROLL IN CUTTER BOX ALUMAX 124 OR REYNOLDS #624 OR EQUAL	RL	277	monogram	5328257	18" X 500'		\$ 26.90	\$ 7,451.30
33	PAPER: BUTCHER, WHITE, DRY FINISH, 18" WIDE WRAPPING MATERIAL, 40 LBS. BASIS WEIGHT, 1300 FOOT LENGTH ROLL DURO BAG MFGF. 85093 OR EQUAL	RL	33	packer	9421355	18" X 1000'	white	\$ 20.16	\$ 665.28
34	WRAP: PVC CLEAR WRAPPING MATERIAL 18" WIDE X 2000 FOOT LENGTH ANCHOR PACKAGING PW182 OR EQUAL	RL	386	monogram	4836169	18" X 2000'		\$ 14.10	\$ 5,442.60
35	HATS OR CAPS: "OVERSEAS STYLE", PAPER LINEN, SANITARY WHITE, DISPOSABLE, ADJUSTABLE, STANDARD FOR FOOD HANDLERS INDUSTRY ROYAL PAPER RCC2 OR EQUAL	CS	7	Royal	7013881	10/100	white	\$ 79.82	\$ 558.74



VENDOR: USF

DFS11 - BID SPREADSHEET

ITEM	DESCRIPTION	U/M	EST QTY.	BRAND	ITEM#	COUNT PER CASE	COLOR	UNIT PRICE	TOTAL
Representative Name/Signature: <u>RICHARD D. HARLESS</u> 									
Telephone No.: <u>810-624-8578 x 260</u>									
FAX No.: <u>304-562-3600</u>									
Email: <u>rick.harless@usfood.com</u>									

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.

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: US FOODSERVICE WV

Signed: Richard A. Hailer

Date: FEB. 15, 2011

Title: BID COORDINATOR

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



RFQ No. DFS11

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 exceeds 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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: US FOODSERVICE WV

Authorized Signature: Richard A. Haskins Date: FEB 15, 2011

State of WEST VIRGINIA

County of POTNAM, to-wit:

Taken, subscribed, and sworn to before me this 15 day of February, 2011.

My Commission expires NOVEMBER 29, 2016

**AFFIX SEAL HERE**

NOTARY PUBLIC Tima L. Phipps

