



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



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Solicitation Response(SR)

Dept: 1400

ID: ESR04111600000004820

Ver.: 1

Function: New

Phase: Final



Modified by batch , 04/20/2016

## Header

[List View](#)

### General Information

[Contact](#)

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Procurement Folder: 170020

Procurement Type: Central Master Agreement

Vendor ID: VS0000009246

Legal Name: UNO Foods, Inc.

Alias/DBA:

Total Bid: \$1.11

Response Date: 04/20/2016

Response Time: 10:35

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR1600000018

Published Date: 4/7/16

Close Date: 4/20/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 1 - Processing of  
USDA Mozzarella Cheese

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 170020

Solicitation Description : Addendum 1 - Processing of USDA Mozzarella Cheese Commodity

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-20 13:30:00	SR 1400 ESR04111600000004820	1

VENDOR

VS0000009246

UNO Foods, Inc.

FOR INFORMATION CONTACT THE BUYER

Linda Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Processing USDA Mozzarella Cheese Commodity	1.00000	EA	\$1.111500	\$1.11

Comm Code	Manufacturer	Specification	Model #
73131800			

Extended Description :	Vendor MUST attach the completed Exhibit A Pricing Page from the Bid Documents when submitting bids through wvOASIS. Unit Price in the wvOasis commodity line is the Total Bid Amount from Exhibit A Pricing.
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
01 - Agricultural

Proc Folder: 170020

Doc Description: Processing of USDA Mozzarella Cheese Commodity

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-23	2016-04-20 13:30:00	CRFQ 1400 AGR1600000018	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

UNO Foods Inc  
180 Spark Street  
Brockton, MA 02302  
(617) 218-5464

FOR INFORMATION CONTACT THE BUYER

Linda Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X

FEIN # 04-3096183

DATE 4/6/2016

All offers subject to all terms and conditions contained in this solicitation



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
01 - Agricultural

Proc Folder: 170020

Doc Description: Addendum 1 - Processing of USDA Mozzarella Cheese Commodity

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-07	2016-04-20 13:30:00	CRFQ 1400 AGR1600000018	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:

UNO Foods Inc.  
180 Spark Street  
Brockton, MA 02302  
(617) 218-5464

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature X

FEIN # 04-3096183

DATE 4/7/2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum 1 issued to publish the vendor questions/responses.

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD RIPLEY WV 25271 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Processing USDA Mozzarella Cheese Commodity	1.00000	EA	0.6119	\$49.00 NOI per case

Comm Code	Manufacturer	Specification	Model #
73131800 110244	UNO Foods	16" WG Low Sodium Cheese Pizza. 12 pizzas per case. 96/4.90 oz servings	WGCN16

**Extended Description :**

Vendor MUST attach the completed Exhibit A Pricing Page from the Bid Documents when submitting bids through wvOASIS. Unit Price in the wvOasis commodity line is the Total Bid Amount from Exhibit A Pricing.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Question Deadline 5:00 PM EST	2016-04-06

**ADDITIONAL INFORMATION**

Addendum 1 issued to publish the vendor questions/responses.

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E  CHARLESTON WV25305-0173  US		AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM 4496 CEDAR LAKES RD  RIPLEY WV 25271  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Processing USDA Mozzarella Cheese Commodity	1.00000	EA	0.4996	\$55.00 NOI per case

Comm Code	Manufacturer	Specification	Model #
73131800 110244	UNO Foods	16" WG Low Sodium Pepperoni Pizza. 12 pizzas per case. 96/5.0 oz servings	WGPCN16

**Extended Description :**

Vendor MUST attach the completed Exhibit A Pricing Page from the Bid Documents when submitting bids through wvOASIS. Unit Price in the wvOasis commodity line is the Total Bid Amount from Exhibit A Pricing.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Question Deadline 5:00 PM EST	2016-04-06





<b>AGR1600000018</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum 1 - Processing of USDA Mozzarella Cheese Commodity	<b>Page 3</b> <b>of 3</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR1600000018**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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 information issued in writing and added to the specifications by an official addendum is binding.

UNO Foods, Inc.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

4/7/2016

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

**Question Submission Deadline: Wednesday, April 6, 2016, 5:00 PM EST**

Submit Questions to: Linda B. Harper  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Linda.B.Harper@wv.gov](mailto:Linda.B.Harper@wv.gov)

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

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

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

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

SEALED BID: Processing of USDA Mozzarella Cheese Commodity  
BUYER: Linda Harper  
SOLICITATION NO.: CRFQ AGR1600000018  
BID OPENING DATE: Wednesday, April 20, 2016  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
☐ Technical  
☐ Cost

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

Bid Opening Date and Time: Wednesday, April 20, 2016, 1:30 PM EST

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

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

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

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

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

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

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

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

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

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on July 1, 2016 and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

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

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

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

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

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

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

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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



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

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

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

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

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

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

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

## CERTIFICATION AND SIGNATURE PAGE

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

UNO Foods Inc

(Company)



John R. McKenna, VP of Finance

(Authorized Signature) (Representative Name, Title)

(617) 218-5464/(508) 580-3605 4/6/2016

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION  
Pizza Products utilizing USDA Commodity Mozzarella Cheese

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Department of Agriculture to establish an open-end contract for Pizza products utilizing USDA Commodity Mozzarella Cheese.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the items referred to in Section 3.1 below.
  - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items:** Vendor shall provide Agency with the Contract Items on an open-end and continuing basis.
    - 3.1.1 **CONTRACT ITEMS MUST INCLUDE:**
      - 3.1.1.1 NonTomato Sauce, Whole Wheat Garlic Cheese Pizza
      - 3.1.1.2 Whole Wheat Breakfast Sausage Pizza
      - 3.1.1.3 Whole Wheat Breadsticks
      - 3.1.1.4 Whole Wheat Bagel with Red Sauce
      - 3.1.1.5 Whole Wheat Pepp Pizza 50/50
      - 3.1.1.6 Whole Wheat Cheese Pizza 50/50
      - 3.1.1.7 Whole Wheat French Bread Cheese Pizza
      - 3.1.1.8 Whole Wheat French Bread Pepperoni Pizza
    - 3.1.2 **APPLICABLE TO ALL ITEMS**
      - 3.1.2.1 CN Labels are required.
      - 3.1.2.2 No MSG, artificial flavorings, colorings and/or preservatives.
      - 3.1.2.3 Each individual item is to be packaged in such a way that will prevent sticking together when frozen.
      - 3.1.2.4 All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
      - 3.1.2.5 All cases should be marked on at least 2 sides with product information including product name and number.
      - 3.1.2.6 All products provided in relation to this RFQ shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of

REQUEST FOR QUOTATION  
Pizza Products utilizing USDA Commodity Mozzarella Cheese

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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.

- 3.1.2.7 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.
- 3.1.2.8 All products covered under this Agreement must be produced and processed domestically.
- 3.1.2.9 The saturated fat for all end products should not exceed ten percent (10%) of total calories per serving (<10%:total calories saturated fat).
- 3.1.2.10 There can be no added trans fat (0g added trans fat).
- 3.1.2.11 All end products which provide a grain contribution should be whole grain rich.
- 3.1.2.12 Sodium for all end products should not exceed 600 mg per serving (<600mg Na+).

#### 4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor who provides the lowest overall price per pound (sum of all items bid) in the Total Bid Amount by dividing Column "B" (the Processing Fee per case) by Column "A" the (Net Weight per Case per USDA Summary End Product Data Schedule) which equals the price per pound in Column "C".

Vendors who wish to submit bids online may submit information through the State's wvOASIS Vendor Self Service (VSS) portal. Vendors MUST download a copy of the Exhibit "A" Pricing Page located in the bid documents and include it as an attachment to their online response.

#### 5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION  
Pizza Products utilizing USDA Commodity Mozzarella Cheese

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor should deliver standard orders within thirty (30) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.



REQUEST FOR QUOTATION  
Pizza Products utilizing USDA Commodity Mozzarella Cheese

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

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

8.3 **Reports:** Vendor shall provide monthly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.


**Contract Manager:** Shelley Hill  
**Telephone Number:** (508) 864-3577  
**Fax Number:** (508) 580-3605  
**Email Address:** shill@unos.com

## ATTACHMENT A

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**NATIONAL PROCESSING AGREEMENT  
STATE PARTICIPATION AGREEMENT**

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

<b>State Distributing Agency</b> <u>WV Department of Agriculture, Food Distribution Program</u>  <b>Name</b> <u>Darrell Carter</u> <b>Title</b> <u>Program Director</u> <b>Address</b> <u>P.O. Box 1069</u> <b>City, State, Zip</b> <u>Ripley, WV, 25271</u> <b>Contact</b> <u>Darrell Carter</u> <b>Phone</b> <u>304-558-0573</u> <b>Fax</b> <u>304-372-3312</u> <b>E-mail</b> <u>dcarter@wvda.us</u> <b>Web Address</b> <u>www.state.wv.us/admin/purchase/vrc</u>  <b>Signature</b> _____ <b>Date</b> _____	<b>Processor</b> <u>UNO Foods Inc</u>  <b>Name</b> <u>John R. McKenna</u> <b>Title</b> <u>VP of Finance</u> <b>Address</b> <u>180 Spark Street</u> <b>City, State, Zip</b> <u>Brockton, MA 02302</u> <b>Contact</b> <u>Shelley Hill</u> <b>Phone</b> <u>(617) 218-5267</u> <b>Fax</b> <u>(508) 580-3605</u> <b>E-mail</b> <u>shill@unos.com</u> <b>Web Address</b> <u>www.unofoods.com</u>  <b>Signature</b>  <b>Date</b> <u>4/6/2016</u>
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**Period of Agreement:** This Agreement shall become effective on July 1, 2016 and will terminate on June 30, 2017.

- 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 NPA (National 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 CURRENTLY USED IN WV	Fee for Service – billed by processor	X
	Fee for Service – billed by distributor	

\*Sales Verification Required

2. **Summary End Product Data Schedules (SEPDS).** Processor should 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 should match the label on the finished case.

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

Do you use a subcontractor for the production of any items covered in this agreement?

☐ Yes ☒ No

If yes, please identify in an attachment the subcontractor by name, address, USDA plant number, and each item produced.

Processor must provide written notification to the State Agency of any change(s) to the SEPDS including the nature of the change(s); notification may be made electronically.

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. **Grading.** Red Meat grading will be performed under (check one)

☐ Full Certification per AMS Instruction MGC 640

☐ PCCP per AMS Instruction MGC 638

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

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7. **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

8. ~~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.**

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

**ALL INSTRUCTIONS AND PROVISIONS OF THE BID PACKAGE ARE BY REFERENCE INCORPORATED HEREIN**

10. **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 SHOULD 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 BID PACKAGE ARE BY REFERENCE INCORPORATED HEREIN**

## INVITATION TO BID

To establish an agreement between the West Virginia Department of Agriculture Food Distribution Program and a processing firm to produce **PIZZA PRODUCTS** using USDA Commodity **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 USDA 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 West Virginia 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.

#### 1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 1, 2016, through June 30, 2017.

### 2. PRODUCT FORMULA:

Processor should 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 AND A COPY OF THE ACTUAL PRODUCT PACKAGING LABEL. 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. END PRODUCT DATA SCHEDULE (EPDS):**

A Summary End Product Data Schedule (SEPDS) form with all applicable columns completed for each end product should be submitted and returned as part of the completed bid package.

**ALL PRICING 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 THE FEE-FOR-SERVICE.**

**4. PRICE:**

In addition to the pricing requirements outlined above in Number 3, prices quoted shall be firm for the duration of the Agreement.

**5. SPECIFICATIONS:**

The finished end products submitted in conjunction with this Agreement should adhere to all specifications set forth herein for the duration of the Agreement.

**6. 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.

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

**6a. 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 CASES SHOULD BE CLEARLY MARKED ON ALL SIDES WITH EASILY**

**READABLE PRODUCT INFORMATION INCLUDING THE PRODUCT NAME AND NUMBER.**

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 should be water fast, non-smearing, and of a color contrasting with the color of the container.

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

- A. The net weight.
- B. Date of Manufacture-Processing and/or Best-If-Used-By Date.
- C. As applicable, USDA inspection marks and plant number and name, and location of processor, USDA contract compliance stamp and certificate number, all other required labeling.

**7. DELIVERY:**

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

Delivery quantities will be determined by the West Virginia 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.

**8. SHIPPING TERMS:**

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

**9. QUANTITY:**

The quantity of USDA Commodity made available to West Virginia will vary according to commodity availability and USDA policy. The West Virginia 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.

**10. 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 and shall submit a report of such information monthly to the West Virginia Department of Agriculture, Food Distribution Program.



## **11. 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 A) should be fully executed by bidding processor and returned as part of the completed bid package.

### **11a. 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.

## **12. LIFE OF CONTRACT:**

This contract is to become effective on July 1, 2016 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the West Virginia Department of Agriculture Food Distribution Program and the Director of the West Virginia Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the West Virginia Department of Agriculture Food Distribution Program and/or the Director of the West Virginia 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 West Virginia Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or its agent.

This contract may be terminated by the Processor only upon the return delivery of unencumbered and/or unobligated food and/or funds to the West Virginia Department of Agriculture Food Distribution Program or its designee. 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 West Virginia 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.

## **13. RENEWAL:**

June 30, 2017 is to be the expiration date of the contract-agreement. The contract may be extended for three 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.

**14. 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.

**15. BILLING:**

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

**16. 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.

# References

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Fulton County Schools, GA  
Joricia Phillips  
786 Cleveland Avenue, SW  
Atlanta, GA 30315  
Phone: 404-305-2226  
Email: [phillipsj@fultonschools.org](mailto:phillipsj@fultonschools.org)

Northside ISD, Texas  
Cynthia Barton  
750 Mainland Drive  
San Antonio, TX 78250  
Phone: 210-397-4504  
Email: [cynthia.barton@nisd.net](mailto:cynthia.barton@nisd.net)

Pinellas County Food Service, FL  
Peg Wilson  
11111 So. Belcher Road  
Largo, FL 33773  
Phone: 727-547-7293  
Email: [wilsonm@pcsb.org](mailto:wilsonm@pcsb.org)

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 Vendor Preference, if applicable.

1. ☐ Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. ☐ Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.  
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: UNO Foods Inc

Date: 4/6/2016

Signed: 

Title: VP of Finance

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: UNO Foods, Inc.

Authorized Signature: [Signature] Date: 3/30/2016

State of Massachusetts

County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of March, 2016

My Commission expires 5/28/21, 20  

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

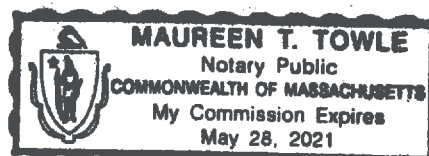


EXHIBIT A - PRICING PAGE

Commodity: USDA MOZZARELLA				
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*John A. DeVerna*



## Item Specification Sheet

**Product Code:** WGPCN16

**Product Description:** 16" Whole Grain **Low Sodium** Pepperoni Pizza

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese, and sliced pepperoni. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

**Child Nutrition Identification – 089622**

**Cut this 40.00 oz. Pepperoni Pizza into 8 equal 5.00 oz. portions. Each 5.00 oz. Pepperoni Pizza (by weight) provides 2.00 oz. equivalent meat/meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.**

Order Lead Time: 10 business days prior to shipping.

Item UPC: N/A  
Case UPC: 000 39528 20030 2

Weight: Net Weight: 40.0 oz  
Case Net Weight: 30 lbs.

Item Dimensions: Diameter: 16.0" +/- 0.25"  
Thickness: 1.5" +/- 0.25 "

Storage: Frozen Storage 0°F +/- 10°F  
Shelf Life: 180 Days

Packing Specs: Pizza is placed on cardboard circle, wrapped in shrink film with H board in master case  
Case Count: 12 Pizzas  
Case Dimensions: 17" x 16 1/2" x 13 1/4"  
Case Cube: 2.15 cu. ft.  
Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System: Production Code = Julian Code System (Example: 4046)  
First Digit: Year Packed, Next Three Digits Day of Year  
Best if Used By = Open Code (Example: 18 Jan 2014)  
First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasoning [Extractives of Paprika, Flavoring, Citric Acid], Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT).

Allergens: Wheat, Soy, Milk

Nutrition Facts		Amount / Serving	% Daily Value*	Amount / Serving	% Daily Value*	*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 13g	20%	Total Carbohydrate 31g	10%	
Serving Size 1/8 Pizza (142g) Servings Per Container 8 Calories 320 Calories from Fat 110		Saturated Fat 6g	30%	Dietary Fiber 3g	12%	Total Fat Less than 65g 80g
		Trans Fat 0g		Sugars 3g		Saturated Fat Less than 20g 25g
		Cholesterol 30mg	10%	Protein 20g		Cholesterol Less than 300mg 300mg
		Sodium 400mg	17%			Sodium Less than 2,400mg 2,400mg
						Total Carbohydrate 300g 375g
						Dietary Fiber 25g 30g
						Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4
		Vitamin A 10% • Vitamin C 20%		Calcium 25% • Iron 20%		

Uno Foods Inc. • 180 Spark Street • Brockton, MA 02302 • phone 617-218-5464 • fax 508-580-3605

CREATED: 11-13-13 SET

UPDATED 04.09.14 SET



Pack Size 12/40.00 OZ. Pizzas  
Net Wt. 30 lbs.

# 16" PEPPERONI PIZZA

KEEP FROZEN

10:45

**INGREDIENTS** Crust: Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Wheat Starch, Reduced Iron, Niacin, Thiamine Mononitrate, Riboflavin, Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Glucoamylase Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid. Topped With: Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Culture, Salt, Enzymes), Pizza Sauce (Tomato Purée, Garlic Powder, Salt, Citric Acid), Pepperoni (Pork, Salt, Contains 2% or less of Spices, Dextrose, Seasonal Extractives of Paprika, Flavonoids, Citric Acid), Garlic Powder, Sodium Ascorbate, Lactic Acid Starter Culture, Sodium Nitrite, HHA, BHT. Contains: Wheat, Soy, Milk.

For Institutional Use Only

**HEATING INSTRUCTIONS: CONVECTION OVEN**

- \* BEGIN WITH FULLY THAWED PIZZA
- \* BAKE AT 375 DEG. FOR 9 - 11 MIN.
- OR UNTIL CHEESE IS FULLY MELTED

## WGPCN16



CN  
Cut this 40.00 oz. Pepperoni Pizza into 8 equal 5.00 oz. sections. Each 5.00 oz. Pepperoni Pizza 9 1/2" weight provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains, and 1/8 cup moderate vegetable for Child Nutrition Meal Pattern Requirements. (Use of this label and statement authorized by the Food and Nutrition Service. USDA 02/2014)

CN

INSPECTED BY THE  
U.S. DEPT. OF AGRICULTURE  
IN ACCORDANCE WITH  
FNS REQUIREMENTS

6011

BEST IF USED BY: 09 Jul 2016



0 00 39528 20030 2

Product of U.S.A.

COOK TO >160 DEG. BEFORE SERVING

DISTRIBUTED BY: UNO FOODS, INC. 180 SPARK ST. BROCKTON, MA. 02302





## Item Specification Sheet

**Product Code: WGCN16**

**Product Description: 16" Whole Grain Low Sodium Cheese Pizza**

51% whole grain 16" round hand tossed sodium free crust topped with fresh packed tomato sauce, part-skim milk mozzarella cheese. Crust will be golden brown with darker brown on edges and bottom of crust. Flour used as a processing aid may be present.

**Child Nutrition Identification -089621**

**Cut this 39.40 oz. Cheese Pizza into 8 equal 4.925 oz. portions. Each 4.925 oz. Cheese Pizza (by weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00 oz. equivalent grains and 1/8 cup red/orange vegetables for Child Nutrition Meal Pattern Requirements.**

Order Lead Time: 10 business days prior to shipping.

Item UPC: N/A  
Case UPC: 000 39528 20029 6

Weight: Net Weight: 39.4 oz.  
Case Net Weight: 29 lbs. 8.8 oz.

Item Dimensions: Diameter: 16.0" +/- 0.25"  
Thickness: 1.5" +/- 0.25 "

Storage: Frozen Storage 0°F +/- 10°F  
Shelf Life: 180 Days

Packing Specs: Pizza is placed on white cake board, wrapped in shrink film with H board in master case  
Case Count: 12 Pizzas  
Case Dimensions: 17" x 16 1/2" x 13 1/4"  
Case Cube: 2.15 cu. ft.  
Pallet: 6 ti x 5 hi = 30 cases per pallet

Coding System: Production Code = Julian Code System (Example: 4062)  
First Digit: Year Packed, Next Three Digits Day of Year  
Best if Used By = Open Code (Example: 18 Jan 2014)  
First Two Digits Day of Month, Next Three Letters Month, Last Four Digits Year

Ingredients: Crust: (Water, Whole White Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamin Mononitrate, Riboflavin and Folic Acid), Isolated Soy Protein, Yeast, Wheat, Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Onion Powder, Ascorbic Acid, Topped with Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (Tomato Puree, Garlic Powder, Salt, Citric Acid).

Allergens: Milk, Soy, Wheat

Nutrition Facts	Amount / Serving	% Daily Value*	Amount / Serving	% Daily Value*	*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 10g	15%	Total Carbohydrate 31g	10%	
Serving Size 1/8 Pizza (140g) Servings Per Container 8 Calories 290 Calories from Fat 90	Saturated Fat 5g	25%	Dietary Fiber 3g	12%	Total Fat Less than 65g 80g
	Trans Fat 0g		Sugars 3g		Saturated Fat Less than 20g 25g
	Cholesterol 25mg	8%	Protein 20g		Cholesterol Less than 300mg 300mg
	Sodium 290mg	12%			Sodium Less than 2,400mg 2,400mg
					Total Carbohydrate 300g 375g
					Dietary Fiber 25g 30g
					Calories per gram: Fat 9 • Carbohydrate 4 • Protein 4
	Vitamin A 10% • Vitamin C 20%		Calcium 30% • Iron 20%		

Uno Foods Inc. • 180 Spark Street • Brockton, MA 02302 • phone 617-218-5464 • fax 508-580-3605

CREATED: 11-13-13 SET

UPDATED 04.09.14 SET

PACK SIZE 12/39.40 OZ. PIZZAS  
NET. WGT. 29.55 LBS.

# 16" INCH CHEESE PIZZA KEEP FROZEN

For Institutional Use Only

10:45

**INGREDIENTS CRUST:** Water, White Whole Wheat Flour, Enriched Flour (Wheat Flour, Malted Barley Flour, Wheat Starch, Reduced Iron, Niacin, Thiamine Mononitrate, Riboflavin, Folic Acid), Isolated Soy Protein, Yeast, Wheat Gluten, Sugar, Vegetable Oil, Potassium Chloride, Enzyme (Enzyme Concentrate, Sunflower Oil, Wheat Flour, Sodium Chloride, Cellulase, Transglutaminase, Xylanase), Garlic Powder, Ascorbic Acid. **Topped With:** Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes), Pizza Sauce (tomato puree, garlic powder, salt, citric acid).

**CONTAINS:** Wheat, Soy, and Milk

**HEATING INSTRUCTIONS:** CONVECTION OVEN

\* BEGIN WITH FULLY THAWED PIZZA

\* BAKE AT 375 DEG. FOR 9 - 11 MIN.

OR UNTIL CHEESE IS FULLY MELTED

Cut this 39.40 oz. Cheese Pizza into 8 equal 4.925oz. portions. Each 4.925 oz. Cheese Pizza (or weight) provides 2.00 oz. equivalent meat/meat alternate, 2.00oz. equivalent grains, and 1/8 cup red/orange vegetable for Child Nutrition Meal Pattern Restaurants.

(Use of this label and statement authorized by Food and Nutrition Service)

USDA 02/2014)

GN

GN

INSPECTED BY THE  
U.S. DEPT OF AGRICULTURE  
IN ACCORDANCE WITH  
FNS REQUIREMENTS

BEST IF USED BY: 09 Jul 2016



0 00 39528 20029 6

# WGCN16

Product of U.S.A.

COOK TO >160 DEG. BEFORE SERVING

DISTRIBUTED BY: UNO FOODS, INC. 180 SPARK ST. BROCKTON, MA. 02302

☐ National Summary

(EPDS approved by USDA)

☐ State Summary

(EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

☐ Reflects Change in Formulation (*Italic*)☒ Additional Products Listed☐ Correction

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)

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)

Certified by State Agency


End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	WBSCM Item Code	WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval  <input type="checkbox"/> Check for quick approval
A	B	C	D		E	F	G	H	I	J	K
BBQCWGCN16 16" WHOLE GRAIN BARBECUE CHICKEN PIZZA	29.76	96	4.96	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
BCWGCN16 16" WHOLE GRAIN BUFFALO CHICKEN PIZZA	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
CFS16N 16" 6 CHEESE PIZZA	28.50	96	4.75	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.290	No	\$1.9984	\$14.57		
HTWGCN 16 16" WHOLE GRAIN HAMBURGER TACO PIZZA	29.25	96	4.88	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.300	No	\$1.9984	\$14.59		
NSCN12 Whole 16" Whole Grain No Soy Cheese Pizza 1.5 oz M/MA Credit	28.13	96	4.69	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
NSCN16 Whole 16" Whole Grain No Soy Cheese Pizza	31.13	96	5.19	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	12.000	No	\$1.9984	\$23.98		
NSPCN16 Whole 16" Whole Grain No Soy Pepperoni Pizza	31.50	96	5.25	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.500	No	\$1.9984	\$20.98		
SLBBQCWGCN16 Sliced 16" Whole Grain Barbecue Chicken Pizza	29.79	96	4.96	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
SLBCWGCN16 Sliced 16" Whole Grain Buffalo Chicken Pizza	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
SLHTWGCN16 Sliced 16" Whole Grain Hamburger Taco Pizza	29.25	96	4.88	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.300	No	\$1.9984	\$14.59		
SLNSCN12 Sliced 16" Whole Grain No Soy Cheese Pizza 1.5 oz M/MA Credit	28.13	96	4.69	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
SLNSCN16 Sliced 16" Whole Grain No Soy Cheese Pizza	31.13	96	5.19	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	12.000	No	\$1.9984	\$23.98		
SLNSPCN16 Sliced 16" Whole Grain No Soy Pepperoni Pizza	31.50	96	5.25	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	10.500	No	\$1.9984	\$20.98		
SLVWGCN16 16" WHOLE GRAIN VEGI CRUST, CHEESE PIZZA PRE CUT	29.40	96	4.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
SLVWGPCN16 16" WHOLE GRAIN VEGI CRUST, PEPPERONI PIZZA, PRE CUT	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
SLWGPCN16 16" WHOLE GRAIN CRUST PEPPERONI PIZZA PRE CUT	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		


Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)										Certified by State Agency	
End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	WBSM Item Code	WBSM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval <input type="checkbox"/> Check for quick approval
A	B	C	D	E		F	G	H	I	J	K
SLWGCN16 16" WHOLE GRAIN CRUST CHEESE PIZZA PRE SLICED	29.40	96	4.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
VWGCN16 16" WHOLE GRAIN VEGI CRUST CHEESE PIZZA	29.40	96	4.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
VWGPCN16 16" WHOLE GRAIN VEGI INFUSED CRUST PEPPERONI PIZZA	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		
WGCN12 12" WHOLE GRAIN CHEESE PIZZA	20.25	72	4.50	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	4.815	No	\$1.9984	\$9.62		
WGCN16 16" WHOLE GRAIN CRUST CHEESE PIZZA	29.40	96	4.90	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	9.000	No	\$1.9984	\$17.99		
WGPCN16 16" WHOLE GRAIN CRUST PEPPERONI PIZZA	30.00	96	5.00	110244	CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)	7.500	No	\$1.9984	\$14.99		

PROCESSOR:

USDA APPROVAL:

STATE AGENCY APPROVAL:

<b>UNO FOODS, INC.</b>	
Name of Company	
<b>Sandra Therrien - Director QA/R&amp;D</b>	
Name and Title of Authorized Representative	
	<b>3/2/2016</b>
Signature	Date Signed

(not applicable for state summary)	
<b>USDA FNS FDD</b>	
Name of Approving Agency	
<b>Sherry Thackerray-Comm. Processing</b>	
Name and Title of Authorized Representative	
	<b>3/10/2016</b>
Signature	Date Signed

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