



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.



Header 1

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General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 422845

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID:

SO Doc ID: SWC1800000014

Legal Name: A F WENDLING INC

Published Date: 2/21/18

Alias/DBA:

Close Date: 2/27/18

Total Bid: \$224,306.22

Close Time: 13:30

Response Date:

Status: Closed

Response Time: Solicitation Description:

Total of Header Attachments: 1

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

**State of West Virginia
 Solicitation Response**

Proc Folder : 422845
Solicitation Description : Addendum #1 - Disposable Food Service Item
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-02-27 13:30:00	SR 0212 ESR02271800000003758	1

VENDOR
000000200518 A F WENDLING INC

Solicitation Number: CRFQ 0212 SWC1800000014

Total Bid : \$224,306.22 **Response Date:** 2018-02-27 **Response Time:** 12:49:47

Comments:

FOR INFORMATION CONTACT THE BUYER
 April E Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature on File	FEIN #	DATE
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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	Paper Sandwich Bags	62.00000	CASE	\$81.500000	\$5,053.00

Comm Code	Manufacturer	Specification	Model #
24111502			

Extended Description : Sandwich bags must be transparent, wet-waxed, paper. Sandwich bags must have a minimum size of 5 1/4" x 6 1/2" x 3/4", and a maximum size 6" x 7 3/4" x 1 3/4". Brown Paper Goods #7A02 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Silverware Bags	263.00000	BOX	\$11.050000	\$2,906.15

Comm Code	Manufacturer	Specification	Model #
24111502			

Extended Description : Silverware bags must be non-waxed, unprinted, paper bags. Silverware bags must be able to hold a fork, spoon and knife. Silverware bags must have a minimum size 2 1/2s x 9 1/2", and a maximum size 3" x 10 1/2". Brown Paper Goods #8A09-WC or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Food Service Cups - Cold Cup, Not Pleated	108.00000	CASE	\$173.000000	\$18,684.00

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : Cold drink cups must be disposable cups made for cold beverages. Cold drink cup must have a minimum capacity of 3 oz. and a maximum capacity of 3 3/4 oz. Cold drink cups must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #r3 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Food Service Cups - Cold Drink, Pleated	127.00000	CASE	\$59.440000	\$7,548.88

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : Cups must be disposable, cold drink cups. Cup must have a minimum of 3 oz. and a maximum capacity of 3 3/4 oz. Cup must have a flat bottom, rolled style rim, and be made with waxed or treated paper. Cup must be pleated. Solo Pleated Paper Water Cup #450-2050 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Cup Dispenser	1.00000	CASE	\$20.000000	\$20.00

Comm Code	Manufacturer	Specification	Model #
48101712			

Extended Description : Cup dispenser must be a wall-mount cold cup dispenser. Dispenser must be able to hold cups that have a capacity of 3-5 oz. and have stainless steel construction. Dispenser must be a minimum of 15" tall and maximum of 20" tall. Sweetheart EAD10 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Food Service Cups - 7 oz Cold Drink	72.00000	CASE	\$70.250000	\$5,058.00

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : 7 oz. cup must be a disposable, cold drink cup. Cup must have a 7 oz. capacity. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #R7n or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Lid for 7 oz. Cup	1.00000	CASE	\$69.000000	\$69.00

Comm Code	Manufacturer	Specification	Model #
48101919			

Extended Description : Lid must fit 7 oz. cold drink cup provided in line 6. Lid must be translucent or clear, plastic, and have a straw slot. Sweetheart L7N or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Food Service Cups - 10 oz. Cold Drink	20.00000	CASE	\$99.290000	\$1,985.80

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : 10 oz. cup must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #R10NN or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Lid for 10 oz. Cup	1.00000	CASE	\$66.500000	\$66.50

Comm Code	Manufacturer	Specification	Model #
48101919			

Extended Description : Lid must fit 10 oz. cold drink cup provided in line 8. Lid must be translucent or clear, plastic, and have a straw slot. Sweetheart #L10BLN or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	6 oz Hot/Cold Foam Cup	170.00000	CASE	\$18.360000	\$3,121.20

Comm Code	Manufacturer	Specification	Model #
52152101			

Extended Description : 6 oz. cup must be a disposable, hot or cold drink cup. Cup must have a 6 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #6J6 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Lid for 6 oz. Foam Cup	11.00000	CASE	\$13.310000	\$146.41

Comm Code	Manufacturer	Specification	Model #
48101919			

Extended Description : Lid must fit 6 oz. hot/cold cup provided in line 10. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #6JL or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	10 oz., Tumbler - Plastic Cup	41.00000	CASE	\$70.000000	\$2,870.00

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : Tumbler must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be one-piece construction, made with polystyrene plastic and have a rolled rim. Dart #10C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	8 oz. Hot/Cold Drink, Foam Cup	1293.00000	CASE	\$21.470000	\$27,760.71

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : 8 oz. foam cup must be a disposable hot or cold drink cup. Cup must have an 8 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #8J8 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Lid for 8 oz. Foam Cup	89.00000	CASE	\$13.640000	\$1,213.96

Comm Code	Manufacturer	Specification	Model #
48101919			

Extended Description : Lid must fit 8 oz. hot/cold cup provided in line 13. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #8JL or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	12 oz. Hot/Cold Foam Cup	994.00000	CASE	\$30.220000	\$30,038.68

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description : 12 oz. foam cup must be a disposable, hot or cold drink cup. Cup must have a 12 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #12J12 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Lid for 12 oz. Foam Cup	49.00000	CASE	\$17.250000	\$845.25

Comm Code	Manufacturer	Specification	Model #
48101919			

Extended Description : Lid must fit 12 oz. hot/cold cup provided in line 15. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #12JL or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Foam Plates - 6"	104.00000	CASE	\$13.530000	\$1,407.12

Comm Code	Manufacturer	Specification	Model #
60122503			

Extended Description : Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/8". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pactiv #TH10006 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Foam Plates - 9"	284.00000	CASE	\$14.160000	\$4,021.44

Comm Code	Manufacturer	Specification	Model #
60122503			

Extended Description : Plates must be circle and have a minimum diameter of 8 1/2" and a maximum diameter of 9 1/2". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pactiv #TH10009 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Foam Plate - Sectional, 9"	204.00000	CASE	\$15.050000	\$3,070.20

Comm Code	Manufacturer	Specification	Model #
60122503			

Extended Description : Plate must have a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 9 1/2". Plate must have 3 compartments - one large compartment and two smaller compartments equal to half the size of the large compartment. Plates must be made from Polystyrene Foam. The surface must be non-absorbent. Pactiv #TH10011 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Paper Plates - 9" Bio-Degradable Plate	1.00000	CASE	\$52.800000	\$52.80

Comm Code	Manufacturer	Specification	Model #
60122503			

Extended Description : Plates must be a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 9 1/2". Plate must be made from fiber (paper) material, for extra support. Plates must be recycle. Chinet Propaper 9" plate or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	10 oz. Soup Bowl	409.00000	CASE	\$41.500000	\$16,973.50

Comm Code	Manufacturer	Specification	Model #
52152007			

Extended Description : Bowl must have a 10 oz. capacity. Must be one-piece construction, made from Polystyrene Foam. The top of the bowl should have a minimum diameter of 4" and a maximum diameter of 4 1/4". Bowl must be non-absorbent. Dart #10B20 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	12 oz. Salad Bowl	198.00000	CASE	\$15.260000	\$3,021.48

Comm Code	Manufacturer	Specification	Model #
52152007			

Extended Description : Bowl must have a 12 oz. capacity. Must be one-piece construction, made from laminated Styrofoam. The top of the bowl should have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4". Dart #12BWWC or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	6" Paper Plate, Light Weight	3.00000	CASE	\$12.500000	\$37.50

Comm Code	Manufacturer	Specification	Model #
60122503			

Extended Description : Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4". Plates must be made with light weight, un-coated, paper. Plates must have a fluted edge. Dixie #702622WNP6 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Disposable Food Containers - Sandwich	137.00000	CASE	\$16.250000	\$2,226.25

Comm Code	Manufacturer	Specification	Model #
52151506			

Extended Description : Carry-out container must have minimum dimensions of 5 1/8" x 5 1/8" x 2 3/4" and maximum dimensions of 6 1/4" x 6 1/4" x 3 1/4". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Dart #60HT1 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Disposable Food Containers - 3 Compartment Dinner	1794.00000	CASE	\$15.250000	\$27,358.50

Comm Code	Manufacturer	Specification	Model #
52151506			

Extended Description : Carry-out container must have minimum dimensions 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Container must have 3 compartments - one large compartment and two small compartments that are about half the size of the large compartment. Pactiv HLW-0903 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Disposable Food Containers - 1 Compartment Dinner	23.00000	CASE	\$15.350000	\$353.05

Comm Code	Manufacturer	Specification	Model #
52151506			

Extended Description : Carry-out container must have minimum dimensions 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Pactiv HLW-0901 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Domestic Forks - Plastic	588.00000	CASE	\$10.990000	\$6,462.12

Comm Code	Manufacturer	Specification	Model #
52151503			

Extended Description : Fork must be construction from medium-weight polypropylene. Forks must be individually wrapped. Length must be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #FMP23C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Domestic Knives - Plastic	113.00000	CASE	\$10.990000	\$1,241.87

Comm Code	Manufacturer	Specification	Model #
52151503			

Extended Description : Knife must be constructed from medium-weight polypropylene, with a serrated edge. Knife must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #KMP23C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Domestic Spoons - Plastic, Tea	1046.00000	CASE	\$10.990000	\$11,495.54

Comm Code	Manufacturer	Specification	Model #
52151503			

Extended Description : Teaspoon must be constructed from medium-weight polypropylene. Teaspoon must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum 6 1/2". Dixie #TMP23C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Domestic Spoons - Plastic, Soup	1.00000	CASE	\$10.990000	\$10.99

Comm Code	Manufacturer	Specification	Model #
52151503			

Extended Description : Soup spoon must be constructed from medium-weight polypropylene. Soup spoon must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #SMP23C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Domestic Utensils - Fork, Knife, Spoon Set	162.00000	CASE	\$8.990000	\$1,456.38

Comm Code	Manufacturer	Specification	Model #
52151600			

Extended Description : Set must include a fork, tea spoon and knife. Utensils must be constructed from medium-weight polypropylene. Set must be individually wrapped. Length should be a minimum of 6 1/2" and a maximum of 8". Dixie CMP26C or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Aluminum Food Wrapping Foil	227.00000	ROLL	\$22.750000	\$5,164.25

Comm Code	Manufacturer	Specification	Model #
48102108			

Extended Description : Aluminum foil must be heavy duty aluminum, .001 gauge wrapping material. Each roll of aluminum foil must be 18 inches wide x 500 feet long. Each roll must include a storage box that has a metal cutting edge. Reynolds #624 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	White Butcher Paper	33.00000	ROLL	\$21.800000	\$719.40

Comm Code	Manufacturer	Specification	Model #
14121807			

Extended Description : Butcher paper must be white, with a dry finish. The butcher paper must be FDA approved and have a minimum 40 lb weight basis. Each roll of butcher paper must be 18 inches wide by 1,000 feet long. Box Partners #BP1840W or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Plastic Food Wrap	385.00000	ROLL	\$15.670000	\$6,032.95

Comm Code	Manufacturer	Specification	Model #
48102109			

Extended Description : Plastic food wrap must be made from all-purpose, FDA approved, cling plastic. Each roll must be 18 inches wide by 2,000 feet long. Each roll must have a storage box that has cutting edge. Anchor Packaging #PW182 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Paper Hats or Caps	7.00000	CASE	\$15.540000	\$108.78

Comm Code	Manufacturer	Specification	Model #
53102503			

Extended Description : Paper hats or caps must be made from paper linen, sanitary white, and adjustable size. Hats or caps must be low profile, overseas style caps. Royal Paper #RCC2 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Paper Table Cloth - White, Roll	2.00000	ROLL	\$12.990000	\$25.98

Comm Code	Manufacturer	Specification	Model #
14111706			

Extended Description : Table cloth must be made of white paper. Table cloth must be 40 inches wide by 300 feet long. Table cloth should be stored on a roll, and each case should only contain one roll. Hoffmaster #260045 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Tissue/Poly Table Cloth	10.00000	CASE	\$49.990000	\$499.90

Comm Code	Manufacturer	Specification	Model #
52121604			

Extended Description : Tissue/poly table cloths must be 2-ply tissue and 1-ply polyester. Table cloth must be a rectangle and 108" x 54". Table cloth must come in white, please note if other colors are available and list available colors. Bid will be evaluated on white table cloth. Hoffmaster #210130 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Napkins - Folded Size 3 1/2" x 6 3/4", Open 12 x 13	5.00000	CASE	\$31.750000	\$158.75

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 13" and a maximum of 13" x 13". The folded size must be 3 1/2" x 6 3/4". Georgia Pacific Mini MorNap #37000 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Napkins - Folded Size 3 1/2" x 6 3/4", Open 8 x 13 1/2	203.00000	CASE	\$25.250000	\$5,125.75

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 6 1/2" x 13" and a maximum of 8" x 13 1/2". The folded size must be 3 1/2" x 6 3/4". Georgia Pacific HyNap Tall Fold #GPC332-01 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Napkins - Quarter Fold, Lucheon	290.00000	CASE	\$25.250000	\$7,322.50

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 12" and a maximum of 13" x 13". Tork #D820 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	Napkins - Quarter Fold, Dinner 17 x 17	285.00000	CASE	\$32.000000	\$9,120.00

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 17" x 17". The folded size must be 8 1/2" x 8 1/2". Hoffmaster #PK3000 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	Napkins - Quarterfold, Cocktail	1.00000	CASE	\$11.500000	\$11.50

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 10" x 10". The folded size must be 5" x 5". Hoffmaster #126502 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
43	Napkins, Quarterfold, Dinner 13 x 17	88.00000	CASE	\$33.000000	\$2,904.00

Comm Code	Manufacturer	Specification	Model #
52121602			

Extended Description : Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be minimum 12" x 17" and a maximum of 13" x 17". Tork Advanced #P458 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
44	Domestic Disposable Drinking Straws	11.00000	CASE	\$41.750000	\$459.25

Comm Code	Manufacturer	Specification	Model #
52151507			

Extended Description : Straws must be individually wrapped, clear plastic. Straws must be 7 3/4" long and have a diameter of .24". Dixie #JW74 or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
45	Domestic Utensils - Fork, Knife, Spoon and Napkin Set	7.00000	CASE	\$10.990000	\$76.93

Comm Code	Manufacturer	Specification	Model #
52151600			

Extended Description : Set must include a fork, teaspoon, knife and napkin. Utensils must be constructed from medium-weight polypropylene. Napkin must be 1 ply. Set must be individually wrapped. Length should be a minimum of 6 1/2X and a maximum of 8". Dixie #CM26NC7 or equal.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

JOHN A. MYERS
CABINET SECRETARY

W. MICHAEL SHEETS
DIRECTOR

State of West Virginia Bid Opportunity

Solicitation Type	CRFQ
Solicitation No.	SWC1800000014
Description:	Statewide Contract for Disposable Food Service Items
Deadline for Q&A:	02/17/18
Mandatory Bid Conference:	N/A
Bid Closing Date and Time:	02/27/18 1:30 PM EST

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division
WVPurchasing.gov

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: February 17, 2018, at 3:00 PM EST

Submit Questions to: April Battle, File #22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@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: Disposable Food Service Items
BUYER: April Battle, File #22
SOLICITATION NO.: CRFQ 0212 SWC1800000014
BID OPENING DATE: February 27, 2018
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 _____ convenience copies of each to the Purchasing Division at the address shown above. 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: February 27, 2018, at 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

“Interested parties” means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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 award _____ 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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 a 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.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

N/A for N/A

Liquidated Damages Contained in the Specifications

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. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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 § 23-2c-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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: A. F. Wendling Top

Authorized Signature: [Signature] Date: _____

State of West Virginia

County of Upshure, to-wit:

Taken, subscribed, and sworn to before me this 27th day of February, 2018

My Commission expires April 2, 2020, 2020

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

SOLICITATION NUMBER: CRFQ 0212 SWC1800000014

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1) To provide the vendor questions and responses.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC1800000014

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.

A. F. Wendling
Company
[Signature]
Authorized Signature
2-27-18
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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.

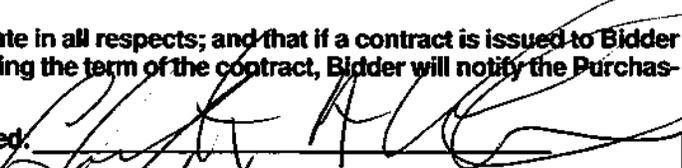
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder 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.

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: A. F. Wendling

Date: 2-27-18

Signed: 

Title: President

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC1800000014

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.

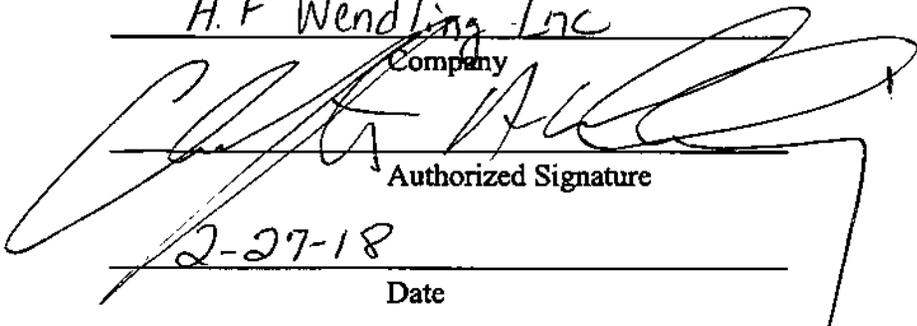
Addendum Numbers Received:

(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 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.

A. F Wendling Inc

Company


Authorized Signature
2-27-18

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

- Question #1: How many delivery locations are there for this contract approximately?
- Response #1: Section 1 of the specifications states:
PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids for a Statewide, Open-end Contract for Disposable Food Service Items for all West Virginia State Agencies and political subdivisions.
- Question #2: Based on prior years, how frequently are deliveries requested, and what is the typical order size?
- Response #2: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.
- Question #3: What are payment terms—I see payment is usually done with purchasing card and is after delivery. Is payment typically within 7 days, 30 days, etc?
- Response #3: Section 14 of the General Terms and Conditions states:
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.
- Question #4: We are certified as a minority owned, women-owned, and small business through WV. We are located in Maryland but do a large portion of our business in WV. I noticed % preference is given for WV residents, veterans, etc. but a % is not mentioned for our certifications. How are these certifications treated as preference if not by percentage?
- Response #4: Section 7 of the Vendor Preference Certificate states:
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.
- Questions #5: Please email me a past item award tabulation:
- Response #5: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

REQUEST FOR QUOTATION
CRFQ 0212 SWC1800000014
Disposable Food Service Items

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids for a Statewide, Open-end Contract for Disposable Food Service Items for all West Virginia State Agencies and political subdivisions.

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 list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“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 and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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 that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

 - 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing the price per case/roll, quantity of items in each case, unit price, total line cost and total bid. In the event that there is a discrepancy between: case price, unit price or pricing entered in the VSS system, the Purchasing Division will use the Case price as it is entered into the Pricing Pages. Vendor should

**REQUEST FOR QUOTATION
CRFQ 0212 SWC1800000014
Disposable Food Service Items**

complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors should provide Manufacturer Name and Manufacturer Part Number on the Pricing Page (even if they are identical to the brand name/model specification used in the Request for Quotation). During the life of the Contract, successful vendor shall provide only the Manufacturer Name and Manufacturer Part Number included in their bid. No items other than those bid by the Vendor shall be sold under this Contract.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. The Pricing Pages were created as a Microsoft Excel document.

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. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this CRFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders within three (3) calendar days after orders are received. Vendor shall carry adequate stock to insure such delivery services for the duration of the Contract. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum

**REQUEST FOR QUOTATION
CRFQ 0212 SWC1800000014
Disposable Food Service Items**

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

- 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, with the exception of those orders totaling \$100.00 or less. 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. For orders of 4100.00 or less, the Vendor may bill separately for the freight charge. However, for orders of \$100.00 or less, Agencies may make purchases from local sources to avoid the additional freight charges (Agencies are not permitted to string orders to circumvent the use of this Contract). 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.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION
CRFQ 0212 SWC1800000014
Disposable Food Service Items**

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.

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.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: _____ Address: _____

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

_____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

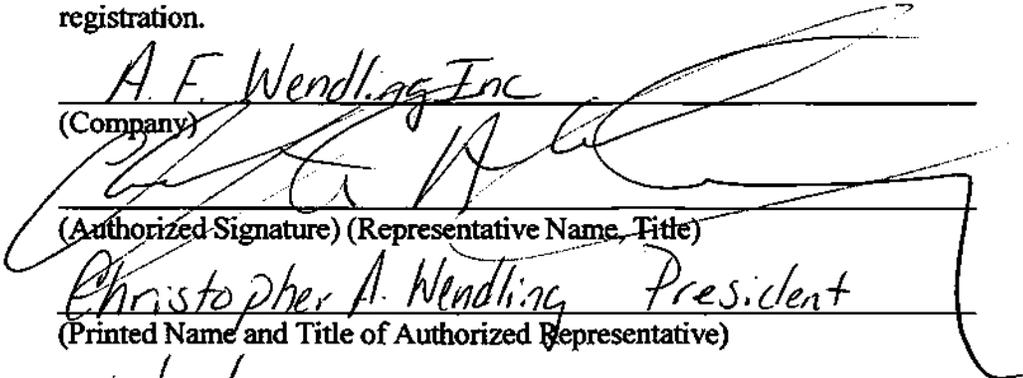
Governmental agency submitting Disclosure: _____

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Ken Harris Bid Specialist +
(Printed Name and Title) 70 Box 661 Beckhannon, WV 26201
(Address) (304) 472-5500 (304) 472-5504
(Phone Number) / (Fax Number) kharris@afwendling.com
(email address)

CERTIFICATION AND SIGNATURE: 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.

A. F. Wendling Inc
(Company)


(Authorized Signature) (Representative Name, Title)

Christopher A. Wendling President
(Printed Name and Title of Authorized Representative)

12/27/18
(Date)

304-472-5500
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ 0212 SWC180000014
Disposable Food Service Items

- 8.3 Reports:** Vendor shall provide quarterly 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: Lori Harris
Telephone Number: 304-472-5500
Fax Number: 304-472-5504
Email Address: lharris@afwendling.com

Pricing Pages

LINE	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	MANUFACTURER NAME	MANUFACTURER PART NUMBER	UNIT OF MEASURE	CASE/ROLL PRICE	QUANTITY IN EACH CASE	UNIT PRICE	ESTIMATED QTY. OF UNITS	TOTAL COST
1	24111502	Paper Sandwich Bags	Sandwich bags must be transparent, waxed, paper. Sandwich bags must have a minimum size of 5 1/4" x 6 1/2" x 3/4", and a maximum size 8" x 7 3/4" x 1 3/4". Brown Paper Goods #7A02 or equal.	BROWN	7A02	CASE	81.50	6/1000CT	.013583	124,000	1684.29
2	24111502	Silverware Bags	Silverware bags must be non-waxed, unprinted, paper bags. Silverware bags must be able to hold a fork, spoon and knife. Minimum size 2 1/2" x 9 1/2". Maximum size 3" x 10 1/2". Brown Paper Goods #8A00-WC or equal.	BROWN	8A09	CASE	11.05	1/2000CT	0.0055	526,000	2893.00
3	48101005	Food Service cups - Cold Cup, Not pleated	Disposable cups for cold beverages. Min. capacity of 3 oz., Max capacity of 3 3/4 oz. Must be 2-part construction, waxed paper, with rolled rim and flat bottom. Sweetheart #R3 or equal.	SOLO	R3-J8000	CASE	173.00	100/50CT	0.0346	255,200	8968.32
4	48101005	Food Service cups - Cold Cup, pleated	Disposable cups for cold beverages. Min. capacity of 3 oz., Max capacity of 3 3/4 oz. Must be 2-part construction, waxed or treated paper, with rolled rim and flat bottom. Cup must be pleated. Solo pleated paper water cup #450-2050 or equal.	SOLO	AF15903	CASE	59.44	100/50CT	0.01188	317,500	3771.90
5	48101712	Cup Dispenser	Cup dispenser must be a wall-mount cold cup dispenser. Dispenser must be able to hold cups that have a capacity of 3-6 oz. and have stainless steel construction. Dispenser must be a minimum of 15" tall and maximum of 20" tall. Sweetheart EAD10 or equal.	SAN JAMER	C415055	CASE	20.00	1CT	20.00	5	100.00
6	48101005	Food Service cups - 7 oz. Cold drink	7 oz. cup must be a disposable, cold drink cup. Cup must be 7 oz. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #R7N or equal.	INTERNATIONAL	DMR-7	CASE	70.25	25/100CT	0.0281	185,000	5058.00
7	48101010	Lid for 7 oz. cup	Lid must fit 7 oz. cold drink cup provided in line 6. Lid must be translucent or clear, plastic, and have a straw slot. Sweetheart L7N or equal.	INTERNATIONAL	LCR5-7	CASE	69.00	25/100CT	0.0276	2,500	69.00
8	48101005	Food Service cups - 10 oz. Cold drink	10 oz. cup must be a disposable, cold drink cup. Cup must be 10 oz. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #R10NN or equal.	SOLO	R10NBB-JD10	CASE	99.29	100/20CT	0.0496	40,000	1984.00
9	48101010	Lid for 10 oz. cup	Lid must fit 10 oz. cold drink cup provided in line 8. Lid must be translucent or clear, plastic, and have a straw slot. Sweetheart L10BLN or equal.	SOLO	L10-BIN-0100	CASE	66.50	20/100CT	0.03325	2,500	83.13
10	52152101	8 oz. Hot/Cold foam cup	8 oz. cup must be a disposable, hot or cold drink cup. Cup must have a 8 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart 6J8 or equal.	DART	6J6	CASE	18.36	40/25CT	0.01836	170,000	3121.20
11	48101010	Lid for 8 oz. Foam cup	Lid must fit 8 oz. hot/cold cup provided in line 10. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart 6JL or equal.	DART	6JL	CASE	13.31	10/100CT	0.01331	11,000	146.41
12	48101005	10 oz. Tumbler - Plastic Cup	Tumbler must be a disposable, cold drink cup. Cup must be 10 oz. capacity. Cup must be one-piece construction, made with polystyrene plastic and have a rolled rim. Dart 10C or equal.	FABRIKAL	RK10	CASE	70.00	25/100CT	0.028	41,000	1148.00
13	48101005	8 oz. Hot/Cold foam cup	8 oz. foam cup must be a disposable hot or cold drink cup. Cup must have an 8 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart 8J8 or equal.	DART	8J8	CASE	21.47	40/25CT	0.02147	1,202,000	27760.71
14	48101010	Lid for 8 oz. foam cup	Lid must fit 8 oz. hot/cold cup provided in line 13. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart 8JL or equal.	DART	8JL	CASE	13.64	10/100CT	0.0136	80,000	1210.40
15	48101005	12 oz. Hot/cold foam cup	12 oz. foam cup must be a disposable, hot or cold drink cup. Cup must have a 12 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart 12J12 or equal.	DART	12J12	CASE	30.22	40/25CT	0.0302	904,000	27300.80
16	48101010	Lid for 12 oz. foam cup	Lid must fit 12 oz. hot/cold cup provided in line 15. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart 12JL or equal.	DART	12JL	CASE	17.25	10/100CT	0.01725	40,000	845.25
17	60122503	Foam Plates - 6"	Plate must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/8". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pacly TH10000 or equal.	DART	6PWCR	CASE	13.53	4/250CT	0.01353	104,000	1407.12
18	60122503	Foam Plates - 9"	Plate must be circle and have a minimum diameter of 8 1/2" and a maximum diameter of 9 1/2". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pacly TH10000 or equal.	DART	9PWCR	CASE	14.16	4/125CT	0.0283	142,000	4018.60

Pricing Pages

LINE	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	MANUFACTURER NAME	MANUFACTURER PART NUMBER	UNIT OF MEASURE	CASE/ROLL PRICE	QUANTITY IN EACH CASE	UNIT PRICE	ESTIMATED QTY. OF UNITS	TOTAL COST
19	60122503	Foam Plate - Sectional 6"	Plate must be a circle, min. diameter of 0 3/4" and a max. diameter of 0 1 1/2". Plate must have 3 compartments, and made from polystyrene foam. The surface must be non-absorbent. Part# TH10011 or equal.	DART	9CPWCR	CASE	15.05	4/125CT	0.0301	102,000	3070.20
20	60122503	Paper Plates - 6" Bio-Degradable plate	Plates must be a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 0 1/2". Plate must be made from fiber (paper) material, for extra support. Plates must be recyclable. Clinit Propaper 6" plate or equal.	HARVEST FIBER	HF809	CASE	52.80	4/125CT	0.1056	1,000	52.80
21	62152007	10 oz. Soup Bowl	Bowl must have a 10 oz. capacity. Must be one-piece construction, made from polystyrene foam. The top of the bowl should have a minimum diameter of 4" and a maximum diameter of 4 1/4". Bowl must be non-absorbent. Part 10B20 or equal.	DART	10B20	CASE	41.50	20/50CT	0.0415	409,000	16973.50
22	62152007	12 oz. Salad Bowl	Bowl must have a 12oz capacity. Must be one-piece construction, made from laminated Styrofoam. The top of the bowl should have a minimum diameter of 5 5/8" and a maximum diameter of 0 1/4". Part 12BWWCR or equal.	DART	12BWWCR	CASE	15.26	8/125CT	0.01526	168,000	3021.48
23	60122503	6" paper plate, light weight	Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 0 1/4". Plates must be made light weight, un-coated, paper construction. Plates must have a fluted edge. Dixie 702022WNP0 or equal.	AJM	PP6-GREEN	CASE	12.50	10/100CT	0.00125	3,000	37.50
24	52151608	Disposable food containers - Sandwich	Carry-out container must have minimum dimensions of 5 1/2" x 5 1/2" x 2 3/4" and maximum dimensions of 0 1/4" x 0 1/4" x 3 1/4". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Part 60HT1 or equal.	DART	60HT1	CASE	16.25	4/125CT	0.0325	69,500	2226.25
25	52151608	Disposable food containers - 3 Compartment, Dinner	Carry-out container must have min. dimensions of 9" x 9" x 3" and max. dimensions of 0 1/2" x 0 1/2" x 3 1/2". Container must be hinged, one-piece construction and made of Styrofoam. Canteen must have 3 compartments. Part# HLW-6003 or equal.	DART	90HT3R	CASE	15.25	2/100CT	0.07265	358,800	2735.85
26	52151600	Disposable food containers - 1 compartment, Dinner	Carry-out container must have minimum dimensions of 9" x 9" x 3" and maximum dimensions of 0 1/2" x 0 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Part# HLW-0001 or equal.	DART	90HT1R	CASE	15.35	2/100CT	0.07675	4,000	353.05
27	52151703	Domestic forks - Plastic	Fork must be constructed from medium-weight polypropylene. Forks must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #FMP23C	PACKER	MW-F	CASE	10.99	1/1000CT	0.01099	588,000	6462.12
28	5151702	Domestic knives - Plastic	Knife must be constructed from medium-weight polypropylene, with a serrated edge. Knife must be individually wrapped. Length should be a minimum of 8" and a maximum of 7 1/2". Dixie #KMP23C	PACKER	MWK-W	CASE	10.99	1/1000CT	0.01099	113,000	1241.87
29	62151704	Domestic spoons - Plastic, Tea	Teaspoon must be constructed from medium-weight polypropylene. Teaspoon must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #TMP23C	PACKER	MWS-W	CASE	10.99	1/1000CT	0.01099	1,010,000	11495.54
30	52151704	Domestic spoons - Plastic, Soup	Soup Spoon must be constructed from medium-weight polypropylene. Soup Spoon must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #SMP23C	PACKER	MWSS-W	CASE	10.99	1/1000CT	0.01099	2,000	21.98
31	52151600	Domestic Utensils - Fork, Knife, Spoon Set	Set must include a fork, tea spoon and knife. Utensils must be constructed from medium-weight polypropylene. Set must be individually wrapped. Length should be a minimum of 0 1/2" and a maximum of 8". Dixie CMP26C or equal.	PACKER	MW3	CASE	8.99	1/250CT	0.03596	81,000	2912.76
32	48102108	Aluminum food wrapping foil	Aluminum foil must be heavy duty aluminum, .001 gauge wrapping material. Each roll of aluminum foil must be 18 inches wide and 500 feet long. Each roll must include a storage box that has a metal cutting edge. Reynolds 9024 or equal.	WENDLING	297	ROLL	22.75	18"X500'	22.75	277	6301.75
33	14121807	White Butcher Paper	Butcher paper must be white, with a dry finish. The butcher paper must be FDA approved and have a minimum 40lb weight basis. Each roll of butcher paper must be 18 inches wide by 1000 ft long. Box Part#s 6P1810W or equal.	BROWN	5018	ROLL	21.80	18"X1000'	21.80	33	719.40
34	48102109	Plastic Food Wrap	Plastic food wrap must be made from all-purpose, FDA approved, cling plastic. Each roll must be 18 inches wide by 2000 feet long. Each roll must have a storage box that has cutting edge. Anchor Packaging PW182 or equal.	WENDLING	182Z	ROLL	15.67	18"X2000'	15.67	380	6048.62
35	53102503	Paper hats or caps	Paper Hats or Caps must be made from paper, knen, sanitary white, and adjustable size. Hats or Caps must be low-profile, overseas style caps. Royal Paper RSC2 or equal.	HANDGUARD	305111224	CASE	15.54	5/100CT	0.03108	7,000	217.56
36	14111706	Paper table cloth - White, Roll	Table cloth must be made of white paper. Table cloth must be 48 inches wide by 300 feet long. Table cloth should be stored on a roll, and each case should only contain one roll. Hoffmaster 200015 or equal.	HOFFMASTER	91-0000	ROLL	12.99	40"X300'	12.99	10	129.90
37	52121804	Tissue/Poly table cloth	Tissue/Poly table cloths must be 2-ply tissue or paper and 1-ply polyester. Table cloth must be a rectangle and 100" x 64". Table cloth must come in white, please note if other colors are available and list available colors. Bid will be evaluated on white table cloth. Hoffmaster 210130 or equal.	CREATIVE COVERING	7102418	CASE	49.99	1/24CT	2.0829	250	520.73
38	62121802	Napkins - folded 3 1/2" x 0 3/4", Open 12 x 13	Napkin must be 1 ply, white square napkin. Napkin must be quate fold. The open size must be a minimum of 12" x 13" and a maximum of 13" x 13". The folded size must be 3 1/2" x 0 3/4". Georgia-Pacific New Month #37000 or equal.	NITTANY	NP-DW6000	CASE	31.75	24/250CT	0.00529	30,000	158.70

Pricing Pages

LINE	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	MANUFACTURER NAME	MANUFACTURER PART NUMBER	UNIT OF MEASURE	CASE/ROLL PRICE	QUANTITY IN EACH CASE	UNIT PRICE	ESTIMATED QTY. OF UNITS	TOTAL COST
30	52121002	Napkins - folded 3 1/2" x 6 3/4", open 8" x 13 1/2"	Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be a minimum of 8 5/8" x 13" and a maximum of 7" x 13 5/8". The folded size must be 3 1/2" x 6 3/4". Georgia-Pacific HyNap Te1 Fold GPC332-01 or equal.	NITTANY	NP-TFN10002	CASE	25.25	20/500CT	0.0025	2,030,000	5075.00
40	52121002	Napkin - quarter fold, Luncheon	Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 12" and a maximum of 13" x 13". Tork D820 or equal.	NITTANY	NP-LN6000	CASE	25.25	12/500CT	0.0042	1,740,000	7308.00
41	52121802	Napkin - quarter fold, Dinner, 17 x 17	Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 17" x 17". The folded size must be 8 1/2" x 8 1/2". Hoffmaster PK300 or equal.	NITTANY	NP-DN15172P	CASE	32.00	20/150CT	0.01066	855,000	9114.30
42	52121802	Napkin - quarter fold, cocktail	Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 10" x 10". The folded size must be 5" x 5". Hoffmaster 128502 or equal.	NITTANY	NP-BEVNAP	CASE	11.50	8/500CT	0.00825	4,000	33.00
43	52121602	Napkin - quarter fold, Dinner, 13 x 17	Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be minimum 12" x 17" and a maximum of 13" x 17". Tork Advanced P45B or equal.	NITTANY	NP418-20P	CASE	33.00	20/150CT	0.011	284,000	2904.00
44	52151507	Domestic disposable drinking straws	Straws must be individually wrapped, clear plastic. Straws must be 7 3/4" long and have a diameter of .24". Dixie JW74 or equal.	WALCO	WS-775T29	CASE	41.75	24/500CT	0.00349	110,000	383.90
45	52151600	Domestic Utensils - Fork, Knife, Spoon, and Napkin Set	Set must include a fork, tea spoon, knife and napkin. Utensils must be constructed from medium-weight polypropylene. Napkin must be 1-ply. Set must be individually wrapped. Length should be a minimum of 8 1/2" and a maximum of 8". Dixie CM20NG7 or equal.	PACKER	V176020	CASE	10.99	1/250CT	0.04396	3,500	153.86
TOTAL BID											\$0.00

Vendor should complete these Pricing Pages by providing the price per case/roll and the quantity in each case. For cases, Vendor shall calculate the "Unit Price" by dividing the "Case/Roll Price" by the "Quantity in Each Case." Vendor shall calculate the "Total Cost," by multiplying the "Estimated Qty. of Units" by the "Unit Price." "Total Bid" should equal the sum of each line's "Total Cost."

The "Quantity in Each Case" is the quantity of each individual item in a case, not the number of boxes. For example - if 1 case of forks has 10 boxes of forks and each box has 100 forks. The quantity in the case is 1,000 forks.

Vendor should provide the Manufacturer Name and Manufacturer Part Number



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

State of West Virginia
 Request for Quotation
 16 - Food service

Proc Folder: 422845

Doc Description: Addendum #1 - Disposable Food Service Item

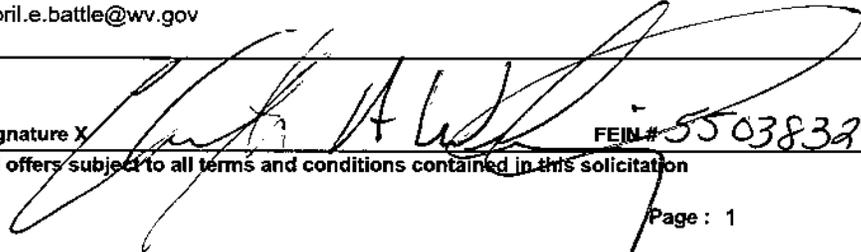
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-21	2018-02-27 13:30:00	CRFQ 0212 SWC1800000014	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:
 A. F. Wending Inc.
 P.O. Box 661
 Buckhannon, WV 26201
 304-472-5500

FOR INFORMATION CONTACT THE BUYER
 April E Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature  FEIN # 550383249 DATE 2-27-18

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

ADDITIONAL INFORMATION

Addendum #1 is issued to provide vendor questions and responses.

No other changes.

OFFICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Paper Sandwich Bags	62.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
24111502	<i>Brown</i>	<i>6/1000ct</i>	<i>7A02</i>

Extended Description :

Sandwich bags must be transparent, wet-waxed, paper. Sandwich bags must have a minimum size of 5 1/4" x 6 1/2" x 3/4", and a maximum size 6" x 7 3/4" x 1 3/4". Brown Paper Goods #7A02 or equal.

OFFICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Silverware Bags	263.00000	BOX		

Comm Code	Manufacturer	Specification	Model #
24111502	<i>Brown</i>	<i>1/2000ct</i>	<i>8A09</i>

Extended Description :

Silverware bags must be non-waxed, unprinted, paper bags. Silverware bags must be able to hold a fork, spoon and knife. Silverware bags must have a minimum size 2 1/2s x 9 1/2", and a maximum size 3" x 10 1/2". Brown Paper Goods #8A09-WC or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Food Service Cups - Cold Cup, Not Pleated	108.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905	<i>Solo</i>	<i>100/50ct</i>	<i>R3-J8000</i>

Extended Description :

Cold drink cups must be disposable cups made for cold beverages. Cold drink cup must have a minimum capacity of 3 oz. and a maximum capacity of 3 3/4 oz. Cold drink cups must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #r3 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Food Service Cups - Cold Drink, Pleated	127.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905	<i>Solo</i>	<i>100/50ct</i>	<i>AF 15093</i>

Extended Description :

Cups must be disposable, cold drink cups. Cup must have a minimum of 3 oz. and a maximum capacity of 3 3/4 oz. Cup must have a flat bottom, rolled style rim, and be made with waxed or treated paper. Cup must be pleated. Solo Pleated Paper Water Cup #450-2050 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cup Dispenser	1.00000	CASE		

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Food Service Cups - 10 oz. Cold Drink	20.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905	<i>Solo</i>	<i>100/20ct</i>	<i>R10NBB-SD110</i>

Extended Description :
 10 oz. cup must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated. Sweetheart #R10NN or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Lid for 10 oz. Cup	1.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101919	<i>Solo</i>	<i>20/100ct</i>	<i>L10BLN-0100</i>

Extended Description :
 Lid must fit 10 oz. cold drink cup provided in line 8. Lid must be translucent or clear, plastic, and have a straw slot. Sweetheart #L10BLN or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	6 oz Hot/Cold Foam Cup	170.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52152101	Dart	40/125ct	6J6

Extended Description :

6 oz. cup must be a disposable, hot or cold drink cup. Cup must have a 6 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #6J6 or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Lid for 6 oz. Foam Cup	11.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101919	Dart	10/100ct	6JL

Extended Description :

Lid must fit 6 oz. hot/cold cup provided in line 10. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #6JL or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	10 oz., Tumbler - Plastic Cup	41.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905	Fabrikal	25/100ct	RK10

Extended Description :

Tumbler must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be one-piece construction, made with polystyrene plastic and have a rolled rim. Dart #10C or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	8 oz. Hot/Cold Drink, Foam Cup	1293.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905	<i>Dart</i>	<i>40/25ct</i>	<i>8J8</i>

Extended Description :
 8 oz. foam cup must be a disposable hot or cold drink cup. Cup must have an 8 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #8J8 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Lid for 8 oz. Foam Cup	89.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101919	<i>Dart</i>	<i>10/100ct</i>	<i>8JL</i>

Extended Description :
 Lid must fit 8 oz. hot/cold cup provided in line 13. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #8JL or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	12 oz. Hot/Cold Foam Cup	994.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101905			

Extended Description :

12 oz. foam cup must be a disposable, hot or cold drink cup. Cup must have a 12 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid. Dart #12J12 or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Lid for 12 oz. Foam Cup	49.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
48101919	<i>Dart</i>	<i>10/100ct</i>	<i>12JL</i>

Extended Description :

Lid must fit 12 oz. hot/cold cup provided in line 15. Lid must be flat, with a solid center and vented. Lid must be plastic. Dart #12JL or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Foam Plates - 6"	104.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
60122503	<i>Dart</i>	<i>4/250ct</i>	<i>6PWCR</i>

Extended Description :

Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/8" Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pactiv #TH10006 or equal.

INVOICE TO:		SHIP TO:	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Foam Plates - 9"	284.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
60122503	Dart	4/125ct	9 PW CR

Extended Description :

Plates must be circle and have a minimum diameter of 8 1/2" and a maximum diameter of 9 1/2". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent. Pactiv #TH10009 or equal.

INVOICE TO:		SHIP TO:	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Foam Plate - Sectional, 9"	204.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
60122503	Dart	4/125ct	9 CPW CR

Extended Description :

Plate must have a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 9 1/2". Plate must have 3 compartments - one large compartment and two smaller compartments equal to half the size of the large compartment. Plates must be made from Polystyrene Foam. The surface must be non-absorbent. Pactiv #TH10011 or equal.

INVOICE TO:		SHIP TO:	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Paper Plates - 9" Bio-Degradable Plate	1.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
60122503	Harvest Fiber	4/125ct	H7809

Extended Description :

Plates must be a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 9 1/2". Plate must be made from fiber (paper) material, for extra support. Plates must be recycle. Chinet Propaper 9" plate or equal.

SHIP TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	10 oz. Soup Bowl	409.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52152007	Dart	20/50ct	10B20

Extended Description :

Bowl must have a 10 oz. capacity. Must be one-piece construction, made from Polystyrene Foam. The top of the bowl should have a minimum diameter of 4" and a maximum diameter of 4 1/4". Bowl must be non-absorbent. Dart #10B20 or equal.

SHIP TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	12 oz. Salad Bowl	198.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52152007	Dart	8/125ct	12BWWCR

Extended Description :

Bowl must have a 12 oz. capacity. Must be one-piece construction, made from laminated Styrofoam. The top of the bowl should have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4". Dart #12BWWC or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	6" Paper Plate, Light Weight	3.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
60122503	<i>ASJm</i>	<i>10/100ct</i>	<i>PP6-Greens</i>

Extended Description :

Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4". Plates must be made with light weight, un-coated, paper. Plates must have a fluted edge. Dixie #702622WNP6 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Disposable Food Containers - Sandwich	137.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151506	<i>Dart</i>	<i>4/125ct</i>	<i>60HT1</i>

Extended Description :

Carry-out container must have minimum dimensions of 5 1/8" x 5 1/8" x 2 3/4" and maximum dimensions of 6 1/4" x 6 1/4" x 3 1/4". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Dart #60HT1 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Disposable Food Containers - 3 Compartment Dinner	1794.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151506	Dart	2/10oct	90HT3R

Extended Description :

Carry-out container must have minimum dimensions 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Container must have 3 compartments - one large compartment and two small compartments that are about half the size of the large compartment. Pactiv HLW-0903 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Disposable Food Containers - 1 Compartment Dinner	23.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151506	Dart	2/10oct	90HT1R

Extended Description :

Carry-out container must have minimum dimensions 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Pactiv HLW-0901 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Domestic Forks - Plastic	588.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151503	Packer	1/10oct	MW-F

Extended Description :

Fork must be construction from medium-weight polypropylene. Forks must be individually wrapped. Length must be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #FMP23C or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Domestic Knives - Plastic	113.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151503	<i>Packer</i>	<i>1/1000ct</i>	<i>MWK-W</i>

Extended Description :

Knife must be constructed from medium-weight polypropylene, with a serrated edge. Knife must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum of 6 1/2". Dixie #KMP23C or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Domestic Spoons - Plastic, Tea	1046.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151503	<i>Packer</i>	<i>1/1000ct</i>	<i>MWS-W</i>

Extended Description :

Teaspoon must be constructed from medium-weight polypropylene. Teaspoon must be individually wrapped. Length should be a minimum of 5 1/2" and a maximum 6 1/2". Dixie #TMP23C or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Domestic Spoons - Plastic, Soup	1.00000	CASE		

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	White Butcher Paper	33.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
14121807	<i>Brown</i>	<i>1 Roll 18x1000'</i>	<i>5018</i>

Extended Description :

Butcher paper must be white, with a dry finish. The butcher paper must be FDA approved and have a minimum 40 lb weight basis. Each roll of butcher paper must be 18 inches wide by 1,000 feet long. Box Partners #BP1840W or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Plastic Food Wrap	385.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
48102109	<i>Wendling</i>	<i>1 Roll 18x2000'</i>	<i>1822</i>

Extended Description :

Plastic food wrap must be made from all-purpose, FDA approved, cling plastic. Each roll must be 18 inches wide by 2,000 feet long. Each roll must have a storage box that has cutting edge. Anchor Packaging #PW182 or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Paper Hats or Caps	7.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
53102503	<i>Handgards</i>	<i>5/100ct</i>	<i>305111224</i>

Extended Description :

Paper hats or caps must be made from paper linen, sanitary white, and adjustable size. Hats or caps must be low profile, overseas style caps. Royal Paper #RCC2 or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Paper Table Cloth - White, Roll	2.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
14111706	<i>Hoffmaster</i>	<i>1 Roll 40" x 300'</i>	<i>91-0000</i>

Extended Description :

Table cloth must be made of white paper. Table cloth must be 40 inches wide by 300 feet long. Table cloth should be stored on a roll, and each case should only contain one roll. Hoffmaster #260045 or equal.

BILL TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Tissue/Poly Table Cloth	10.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121604	<i>Creative Covering</i>	<i>1/24ct</i>	<i>710241B</i>

Extended Description :

Tissue/poly table cloths must be 2-ply tissue and 1-ply polyester. Table cloth must be a rectangle and 108" x 54". Table cloth must come in white, please note if other colors are available and list available colors. Bid will be evaluated on white table cloth. Hoffmaster #210130 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Napkins - Folded Size 3 1/2" x 6 3/4", Open 12 x 13	5.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	<i>N. Hany</i>	<i>24/250ct</i>	<i>NP-DW6000</i>

Extended Description :

Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 13" and a maximum of 13" x 13". The folded size must be 3 1/2" x 6 3/4". Georgia Pacific Mini MorNap #37000 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Napkins - Folded Size 3 1/2" x 6 3/4", Open 8 x 13 1/2	203.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	<i>N. Hany</i>	<i>20/500ct</i>	<i>NP-TFN10000</i>

Extended Description :

Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 6 1/2" x 13" and a maximum of 8" x 13 1/2". The folded size must be 3 1/2" x 6 3/4". Georgia Pacific HyNap Tall Fold #GPC332-01 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Napkins - Quarter Fold, Lucheon	290.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	Ni Hany	12/500ct	NP-LN6000

Extended Description :

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 12" and a maximum of 13" x 13". Tork #D820 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Napkins - Quarter Fold, Dinner 17 x 17	285.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	Ni Hany	20/150ct 15"x17"	NP-DN15172P

Extended Description :

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 17" x 17". The folded size must be 8 1/2" x 8 1/2". Hoffmaster #PK3000 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Napkins - Quarterfold, Cocktail	1.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	Ni Hany	8/500ct	NP-Bernap

Extended Description :

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 10" x 10". The folded size must be 5" x 5". Hoffmaster #126502 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Napkins, Quarterfold, Dinner 13 x 17	88.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52121602	<i>Ni Hany</i>	<i>20/150ct 14"x16"</i>	<i>NP 418-20P</i>

Extended Description :
 Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be minimum 12" x 17" and a maximum of 13" x 17". Tork Advanced #P458 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Domestic Disposable Drinking Straws	11.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151507	<i>Walco</i>	<i>24/500ct</i>	<i>WS 775T-29</i>

Extended Description :
 Straws must be individually wrapped, clear plastic. Straws must be 7 3/4" long and have a diameter of .24". Dixie #JW74 or equal.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Domestic Utensils - Fork, Knife, Spoon and Napkin Set	7.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
52151600	Packer	1/2soct	V176020

Extended Description :

Set must include a fork, teaspoon, knife and napkin. Utensils must be constructed from medium-weight polypropylene. Napkin must be 1 ply. Set must be individually wrapped. Length should be a minimum of 6 1/2X and a maximum of 8". Dixie #CM26NC7 or equal.

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions