



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

Request for Quotation

RFQ NUMBER

HHR90143

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

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

HEALTH AND HUMAN RESOURCES
OPERATIONS
VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/20/2009				

BID OPENING DATE:

06/17/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	390-28	OPEN-END BLANKET CONTRACT BLANKET CONTRACT FOR FRESH FRUITS AND VEGETABLES CONTRACTOR(S) TO SUPPLY FRESH FRUIT AND VEGETABLES TO VARIOUS STATE OWNED FACILITIES OF THE WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES AS PER THE ATTACHED. THIS IS A MULTIPLE AWARD CONTRACT. LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)		138,907.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i> TITLE BID COORDINATOR	FEIN 36-3642294	TELEPHONE 800-624-8578	DATE JUNE 15, 2009
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ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>INVOICING: CONTRACTOR SHALL INVOICE THE ORDERING</p>						

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SPENDING UNIT FOR THE GOODS AND SERVICE RECEIVED.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						

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EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF						

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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----HHR90143-----						
BID OPENING DATE:-----6/17/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 562-3600-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): Rick HARLESS-----						
***** THIS IS THE END OF RFQ HHR90143 ***** TOTAL: _____						

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SPECIFICATIONS

Part I - SCOPE AND CLASSIFICATION

- A. **Scope:** The purpose is to obtain a contractor(s) to supply and deliver quality fresh fruits and vegetables to health care facilities owned and operated by the West Virginia Department of Health and Human Resources. Pricing is based upon the vendor's cost plus mark-up percentage.
- B. **Classification:** The products covered by these specifications shall include, but shall not be limited to, the following:

1. Fruits

- a. Apples
- b. Bananas
- c. Cantaloupes
- d. Grapefruit
- e. Grapes
- f. Honeydew
- g. Kiwi
- h. Lemons
- i. Oranges
- j. Nectarines
- k. Peaches
- l. Pears
- m. Pineapple
- n. Strawberries
- o. Tangerines
- p. Other seasonal or special fruit

2. Vegetables

- a. Broccoli
- b. Cabbage
- c. Carrot
- d. Cauliflower
- e. Celery
- f. Cucumbers
- g. Endive, Kale, Flowering Kale, Collard Greens
- h. Lettuce
- i. Mushrooms
- j. Onions
- k. Parsley
- l. Peppers
- m. Potatoes
- n. Radishes
- o. Squash, acorn, butternut, yellow, zucchini
- p. Tomatoes
- q. Other seasonal or special vegetables

3. Miscellaneous Processed Items

May include, but shall not be limited to, the following:

- a. Cabbage, Shredded
- b. Slaw Mix (Shredded cabbage and carrots)
- c. Carrots, Shredded

- d. Celery Sticks
- e. Lettuce Salad
- f. Tossed Salad

Part II - APPLICABLE DOCUMENTS

- A. United States Department of Agriculture (USDA) Grade Standards for Fresh Fruits and Vegetables and any amendments thereto.
- B. Perishable Agricultural Commodities Act (PACA), 1930 (7 U.S.C. 499a-499t) and any amendments thereto.

Part III - GENERAL REQUIREMENTS

- A. Quality
 - 1. All produce shall be U.S. Number 1 quality, as defined in the applicable grade standard.
 - 2. All items shall be as fresh as possible with minimal processing.
 - 3. The contractor shall guarantee the freshness and quality of produce delivered. Product deemed to be unacceptable by a state-owned facility shall be rejected. Rejected product shall be replaced by the contractor within forty-eight (48) hours with no additional delivery charge. Repeated occurrences of rejected product may be basis for cancellation of contract.
 - 4. Guaranty: By the signature affixed on page 1 of this bid, contractor guarantees that, as of the date of delivery to the state facility, the product(s) offered is (are) not adulterated or misbranded with the meaning of the Federal Food, Drug and Cosmetic Act ("the Act"), and not an article which may not, under provisions of Part 404, 505, 512 of the Act, be introduced into interstate commerce.
- B. All items provided which are not of domestic source shall be labeled as to country of origin. If items are not individually labeled regarding country of origin, the package in which they are provided to the state facility shall be clearly marked with a label or stamp providing county of origin information.
- C. Processed vegetable are not to be treated with any preservatives or chemicals during the preparation and packaging process.
- D. Packaging
 - 1. Items shall be shipped in original cartons in sizes standard to the industry or shall be repacked in less than case quantities, if needed.
 - 2. Processed items will be gas flushed and packed in approved barrier bags and packed without chemical preservatives.
- E. Order Procedures
 - 1. Contractor shall develop a mutually acceptable system for issuing a **Weekly Price List** to state facilities and receiving orders, e.g. contractor will broadcast fax a **Weekly Price List** on a selected day of the week to institutions for the following week's delivery, with the state facility completing the order sheet and faxing same to contractor within two (2) business days, or similar system. The weekly price/order sheet distributed to the state facilities by the contractor shall also be provided to the WV DHHR Purchasing Division. Order may also be placed utilizing the contractor's electronic method of order placement. Electronic order

system shall not result in any cost to the state facility for software or training. If electronic order system is utilized, contractor shall be responsible for any user training required. User training shall be provided at the state facility site.

2. Fill rate is expected to be at least 98% for produce. If an item ordered by a state facility is unavailable, is unavailable in stage of ripeness specified, or is unavailable in size/count ordered, the contractor shall contact the state facility prior to delivery. The contractor shall find out if the state facility would like revise the size/count/stage of ripeness for the item in question, to delete the item from the order, or order another item instead. The ordering system developed under **Part III - E.1** above, shall allow time for such issues to be addressed. No unauthorized substitutions shall be made by the contractor.

F. Delivery

1. Deliveries shall be made in accordance with the delivery schedule specified in **Part V - A**.
2. If the contractor's delivery truck is unable to complete the delivery within a reasonable timeframe (approximately one hour) due to problems (weather, equipment). Contractor shall contact the institution by telephone later the same day to verify whether acceptance of delivery is possible that day. If the facility is unable to receive delivery later that day, the contractor and facility shall agree upon a new delivery date.
3. All products purchased on any contract awarded pursuant to this bid shall be shipped directly from the contractor's produce distribution center with refrigerated warehouse appropriate to the variety of fruits and vegetables stored within.
4. Refrigerated items shall be transported in a vehicle pre-cooled to a minimum of 35 degrees Fahrenheit and a maximum temperature of 45 degrees Fahrenheit. Vehicle shall be capable of maintain temperature with specified range to destination(s).
5. Deliveries will not be accepted on Saturday, Sunday, or on state-observed holidays, unless otherwise agreed to by the state facility. Contractor and state facilities shall make mutually agreeable arrangements for delivery to be made the business day before or after said holiday. State observed holidays are:

<i>New Year's Day.....</i>	<i>1st Day of January</i>
<i>Martin Luther King's Birthday.....</i>	<i>3rd Monday of January</i>
<i>Lincoln's Birthday.....</i>	<i>12th Day of February</i>
<i>President's Day.....</i>	<i>3rd Monday of February</i>
<i>Memorial Day.....</i>	<i>Last Monday in May</i>
<i>West Virginia Day.....</i>	<i>20th Day of June</i>
<i>Independence Day.....</i>	<i>4th Day of July</i>
<i>Labor Day.....</i>	<i>1st Monday of September</i>
<i>Columbus Day.....</i>	<i>2nd Monday of October</i>
<i>Veterans Day.....</i>	<i>11th Day of November</i>
<i>Thanksgiving Day.....</i>	<i>4th Thursday of November</i>
<i>Christmas Day.....</i>	<i>25th Day of December</i>

6. Contractor shall make inside dock delivery, state facility personnel and/or their designees shall not participate in unloading contractor's truck.

G. Invoicing: Contractor shall invoice, in arrears, to the ordering facility for the products delivered.

- a. The successful vendor must accept the State of West Virginia Purchasing Card for payment of all orders less than \$2,500.
- b. Orders greater than \$2,500 require the state agency to issue State Contract Order (Form Number WV-39) to the vendor for the commodities covered by this contract. The original copy of the WV-39 shall be delivered to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

H. Recall Notification: In the event of a product recall, the contractor shall provide written notification to the WV DHHR Purchasing and each state facility as soon as possible. The notices shall include, at a minimum, a complete product description, contract and delivery order number, reason for recall, and disposition instructions. The contractor shall provide product replacement or credit for any product removed or recalled. Each state facility shall have the option of either accepting replacement product or receiving credit for product removed/recalled.

I. USAGE REPORTS: Every four (4) months, the contractor must submit a report (written or electronic) indicating all sales generated by this contract. The report shall list usage by facility/customer name, by line item, showing the quantities purchased, and total dollar amounts. The report shall be delivered (FAXED or electronic) to the WV DHHR, Purchasing Division, Building 3, Room 232, Charleston, WV 25305. Fax: (304) 558-2892

Part IV - CONTRACTOR QUALIFICATIONS

- A. The contractor shall have an established, permanent business for which all bonding and/licensing requirements have been met. Fixed or established place of business shall mean, but shall not be limited to, a permanent structure, warehouse or building at which:
 - a. Necessary and appropriate produce and produce handling equipment and fixtures are maintained.
 - b. An adequate quantity of inventory is stored, offered for sale, sold, and delivered.
 - c. Specifically designated personnel are available to handle transactions during appropriate and specified business hours.
- B. The contractor shall possess a Perishable Agricultural Commodities Act (PACA) license.
- C. Fill Rate: Bidder shall have maintained a 98% or better fill rate for the past twelve (12) months for large customers.
- D. Contractor must have an effective quality assurance program with procedures to monitor, on a continuous basis, the quality of produce being provided. Shall include a method of monitoring, identifying, and correcting deficiencies in the quality of products furnished to the state facilities.
- E. Bidder shall be utilizing effective pest control and sanitation procedures in both storage facilities and delivery equipment.

Part V - CONTRACTOR RESPONSIBILITIES

- A. Upon receipt of contract, contractor shall contact state facilities to establish a mutually agreeable weekly delivery schedule. State facilities list is specified in **Part VII - D**. The delivery schedule should indicate a delivery time, plus or minus one hour. It is recognized by the state that weather conditions may cause delays, as well as security-related issues at some facilities. Repeated occurrences of late delivery caused by factors other than those cited above may be basis for cancellation of contract.
- B. Contractor may be required to make two (2) deliveries per week to a state facility(s). If so, the second delivery shall be scheduled for each week of the contract term and shall not be an "as needed" basis. The bidder may indicate their charge for a second weekly delivery on the bid pricing page.
- C. Contractor shall provide prompt, courteous customer service to the state facilities.
- D. Contractor's Contact: The contractor shall designate a contact who shall serve as liaison between contractor and state facilities, be responsible for operation and administration of the contract, be responsible for reports/audit documentation, and who must respond to the WV DHHR Purchasing and state facilities in a timely manner
- E. Training: The contractor shall respond to requests by Food Service Manager(s) to provide on-site training for state facilities personnel, at no additional cost to the state facility. At a minimum, the training shall address handling and storage techniques, inventory turnover, and quality control to maximize life of product as well as produce seasonality and availability, substitutions, current market conditions, pesticide usage and associated health hazards.
- F. The contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting. The state reserves the right to inspect the contractor's and/or subcontractor's facilities and audit records, including purchasing records and original invoices during the term of any contract issued pursuant to this bid. Records and facilities shall be made available for audit within ten (10) days prior notice. State personnel may include the Purchasing Division of the WV Dept of Administration, WV Department of Health and Human Resources, Purchasing Office, and the Auditor's Office of the State of West Virginia, United States Department of Agriculture, and any using agency. The purpose may be to verify cost of merchandise, adherence to specifications, and/or to insure that the products are purchased at the lowest possible cost, as well as other reasons. Financial and accounting records shall be made available upon the request of state facilities at any time during the contract period and any renewal thereof, for three (3) years from expiration date and final payment on the contract renewal thereof.

Part VI - INSTITUTION RESPONSIBILITIES

- A. Institution will review the Contractor's **Weekly Price List** and shall place weekly orders to contractor(s) in a timely manner, in accordance with procedures specified in **Part V.A.** (Note: *The multiple award of this contract may require the institution to select the best weekly pricing for the required commodities.*) The contractor will require adequate lead time in order to provide special order items such as prepared

salads. Failure to order in a timely manner negatively impacts the contractor's ability to operate effectively and to make timely deliveries. Repeated failure of the state facility to comply with the specification will result in referral of the issue by the contractor to the WV DHHR Purchasing and WV Purchasing Division for resolution.

- B. **MINIMUM ORDER:** No order shall be placed against a contract awarded, pursuant to this bid, for less than two hundred (\$200.00) dollars.
- C. Institutional personnel shall be present at dock to review invoice and verify quantities received, prior to removing produce from dock to refrigeration.
- D. Institution shall practice proper food rotation procedures and shall store produce under proper refrigeration temperatures.
- E. Payment in amounts of \$2,500 or less, shall be paid via the State of West Virginia Purchasing Card.
 - a. Orders greater than \$2,500 require the state agency to issue State Contract Order (Form Number WV-39) to the vendor for the commodities covered by this contract. The original copy of the WV-39 shall be delivered to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Part VII – PRICING (This is a cost plus (+) contract.)

A. Definitions

- 1. **Vendor's Cost:** Shall be defined as the cost of the contractor of the fresh product, "field brokerage", FOB shipping point plus freight, cooling, top ice, temperature recorder to the produce distribution center. This shall include all of the Vendor's costs associated with providing the fresh produce to the Vendor's distribution center.
- 2. **Mark up:** shall be defined as the percentage added to Vendor's Cost for transportation to institutions, processing, packaging, wages, benefits, overhead, profit, etc.

B. Bid Pricing

- 1. **Bid Pricing:** Bidder shall indicate their percentage of mark up to be added to each classification of items.

C. Contract Pricing

- 1. **Method of Cost Determination:** Cost shall be determined by unit price plus the percentage of mark-up.
- 2. Each week, the Contractor shall issue a **Weekly Price List** to state facilities. The **Weekly Price List** shall list the product description, packaging, and delivered price of each item.

D. Facilities:

The following facilities of State of West Virginia, Department of Health and Human Resources may use this contract pursuant to the bid specifications. Listed below are the facility names and city locations for each Region. (See map of Regions below.)

1. Region I

- a. John Manchin Sr. Health Care Center, 401 Guffey Street, Fairmont, WV 26554 Phone: (304) 363-2500

2. Region II

- a. Mildred Mitchell-Bateman, 1530 Norway Ave, Huntington, WV 25705-1336, Phone: (304) 525-7801
- b. Lakin Hospital, 1 Bateman Circle, Lakin, WV 25287, Phone: (304) 675-0860

3. Region III

- a. William R. Sharpe, Jr. Hospital, 936 Sharpe Hospital Road, Weston, WV 26452-8550, Phone: (304) 269-1210
- b. Hopemont Hospital, Route 3, Box 330, Terra Alta, WV 26764, Phone: (304) 789-2411

4. Region IV

- a. Pinecrest Hospital, 105 South Eisenhower Drive, Beckley, WV 25801 Phone: (304) 256-6600
- b. Welch Community Hospital, 454 McDowell Street, Welch, WV 24801

E. The Regions are identified below.

1. Region I

Brooke, Hancock, Ohio, Calhoun, Gilmer, Wirt, Harrison, Marshall, Tyler, Wetzel, Marion, Monongalia, Ritchie, Pleasants, Doddridge, Wood

2. Region II

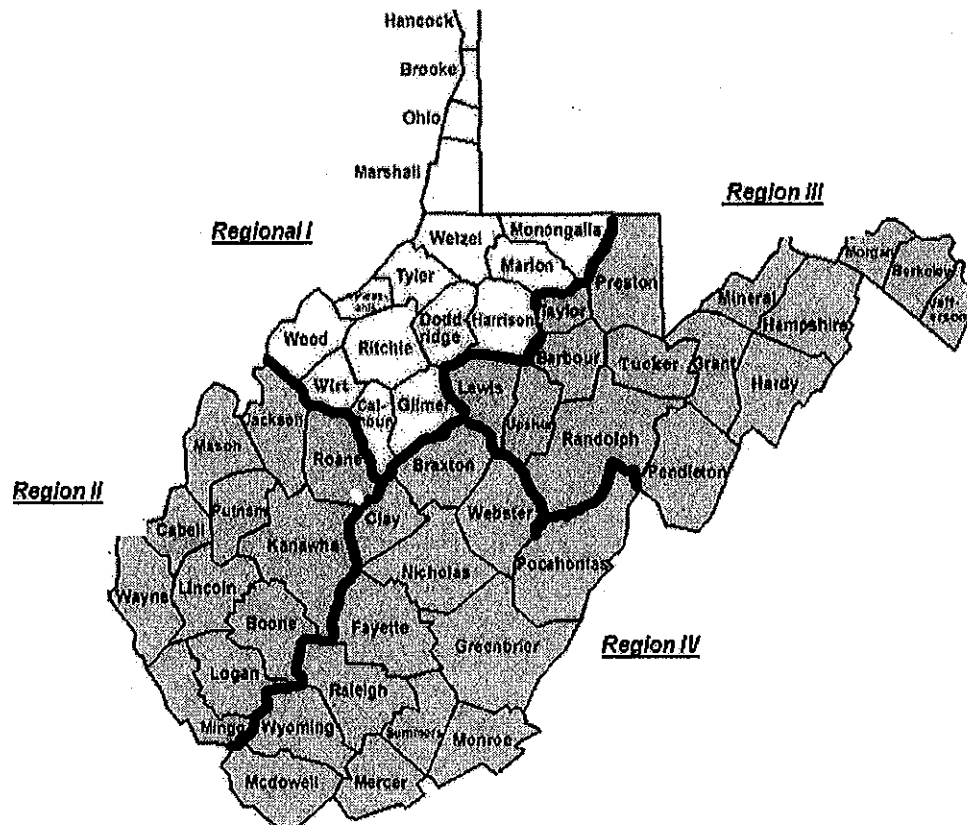
Boone, Cabell, Kanawha, Jackson, Roane, Mason, Lincoln, Logan, Mingo, Putnam, Wayne

3. Region III

Berkeley, Jefferson, Morgan, Grant, Hardy, Pendleton, Hampshire, Mineral, Lewis, Upshur, Taylor, Preston, Barbour, Randolph, Tucker

4. Region IV

Braxton, Clay, Fayette, Greenbrier, Monroe, Pocahontas, Summers, McDowell, Mercer, Nicholas, Webster, Raleigh, Wyoming



Part VIII General Terms and Conditions:

By signing this Request for Quotation, the Vendor agrees to provide experienced personnel who have the ability and capability of performing the specified services in a professional manner.

8.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

8.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

8.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

8.4 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 the parties to 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. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

8.5 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 laws.

8.6 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

8.7 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

8.8 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

8.9 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

8.10 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

8.11 Contract Termination:

The State may terminate any contract immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this Request for Quotation and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

8.12 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

8.13 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of three (3) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

8.14 Insurance Requirements:

The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:

- a) For bodily injury (including death): \$500,000.00 per person, minimum of \$1,000,000.00 per occurrence.
- b) For property damage and liability: Minimum of \$1,000,000.00 per occurrence.

8.15 License Requirements:

Successful Vendor must present evidence of certification or licensure with the West Virginia Workers Compensation and Unemployment Funds, a copy of its W. Va. Business Certificate and any other licenses it may be required to hold by the nature of its operation.

8.16 Debarment and Suspension:

Successful Vendor must certify that no entity, agency or person associated with the Vendor is currently debarred or pending suspension from conducting business with any governmental unit.

8.17 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the bid quotation.

PART IX - Bid Document Instructions:

- A. Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all vendor costs for this bid quotation evaluation. For bid evaluation purposes, the Bidder shall document the Vendor's Costs for selected items. Documentation shall be (legible copies of supplier's invoices and bills of lading) for items in Bid Sheet #3.
The supplier invoices shall include, but shall not be limited to, the following information: supplier company name, bidder company name, invoice date, item description, quantity and price. If the bidder has received more than one delivery of an item(s) for the specified week, copies of invoices and bills of lading for the specified week shall be forwarded to document the pricing. If an item was not delivered to the bidder in the week specified above, invoice(s), etc, for the last week's delivery of the item previous to May 17, 2009 through May 23, 2009 shall be submitted.
- B. The bidder shall provide a narrative and/or calculation that demonstrates the application of their mark-up to the vendor's costs.
- C. If documentation listed above is not submitted with the bid response, it will be requested during the bid evaluation period. If documentation is requested during the evaluation period, it must be provided within five (5) business days of verbal request. Failure to supply documentation in accordance with the above specifications will be deemed the bid not responsive.
- D. The bidder shall possess a valid PACA license and shall submit a copy of the same.
- E. The bidder should provide a minimum of two (2) references for whom the bidder has provided fresh produce for a contract similar in scope to that described herein.
- F. The successful bidder shall provide a copy of their Workers' Compensation Certificate and a Certificate of Insurance reflecting the type and levels of coverage.

EVALUATION: Bid Document items with a high usage volume during the past year. Note: All dollar volumes and quantities are estimates only and therefore, there is no guarantee as to the actual purchase volumes for the year.

Bids will be evaluated in the following manner:

1. On Bid Sheet #1: Vendor shall provide the vendor's mark-up percentage for the classifications of fresh fruits, vegetables, and processed items.
2. On Bid Sheet #2: Vendor is to complete Bid Quotation that (a) identifies the produce, quantity, packaging, (b) Vendor's Cost, (c) Vendor's Mark-up percentage (%), (d) State Purchase Price, (e) Annual Total. (This bid sheet is being used for a comparison of vendor prices and to determine the order of contract award.)
3. On Bid Sheet #3: Vendor shall provide the information/documentation to demonstrate on the Vendor's Cost per Unit for selected (*) items on Bid Sheet #2. Bid Sheets #2 and #3 shall have the same Vendor's Cost amounts for the selected items.
4. Vendor's narrative (*Bid Instructions, Section B*) will be used to confirm the Vendor's Cost per Unit (Bid Sheet #3).

Failure to bid all items may result in the bidder being deemed as non-responsive. (The Purchasing Division reserves the right to waive items, if the bid quotations do not allow comparison of commodity descriptions, quality, and packaging.)

Note: If Bidder's pricing varies by Regions, (as per this specification), the Bidder shall submit a separate set of Bid Sheets for each Region(s) identified.

CONTRACT AWARD: This will be a multiple award contract. The Vendor with the lowest grand total will be awarded the contract "A" and the next lowest vendor "B". All vendors meeting the bid specifications will be awarded a contract.

Bidder shall provide the Mark-up percentage (%) for the various classifications of fresh fruits and vegetables.

REGION(S) I, II, III, and IV (Indicate the Regions being bid, See Part VII of the specification.)

Classification of Fresh Produce	Mark-up Percentage
1. Fruits.....	10 %
2. Vegetables	10 %
3. Miscellaneous Processed Items.....	10 %

Item	Fresh Produce U.S. No. 1	Average Case Weight Lbs	Item Description / Package	Vendor's Cost per Unit (*Bid Sheet #3))	Mark Up (10 %)	State Purchase Price (per unit)	x Estimated Annual Qty	= Annual Total
	Fruits		REGION(S) I, II, III, & IV (Indicate the Regions being bid, See Part VII of the specification.)					
1	APPLES, red, delicious, min US Fancy Gr, 100 count.	40	011114 APPLES, Red Delic. 100ct	19.25	10 %	21.18	400 CASE/ 16,000 lb	8472. ⁰⁰
2	Asparagus, Green	11	041631 ASPARAGUS 11 LB	25.10	10 %	27.61	200 CASE/ 2,200 lb	5522. ⁰⁰
3*	Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	40	010757 BANANAS 40 LB	18.85	10 %	20.74	800 CASE/ 32,000 lb	16,592. ⁰⁰
4*	Grapes, red, seedless, US No. 1 Table Gr,	18	010947 GRAPES, RED 18 LB	25.87	10 %	28.46	900 CASE/ 16,200 lb	25,614. ⁰⁰
5	Cantaloup, U.S. No. 1 gr, 15 to 23 count.	38	011733 CANTALOUPE (40LB) 5ct	13.87	10 %	15.26	400 CASE/ 15,200 lb	5798. ⁸⁰
6	Melon, Honeydew, US No. 1	25	012315 HONEYDEW 6ct	12.87	10 %	14.16	150 CASE/ 3,750 lb	2124. ⁰⁰
7	Oranges, US No. 1, Valencia and Navel	40	171948 ORANGES 100ct	24.07	10 %	26.48	400 CASE/ 16,000 lb	10,592. ⁰⁰
8	Strawberries, US No 1, 6 pints per flat	9	010024 STRAWBERRIES 12/1pint (24#Avg.)	16.60	10 %	18.26	100 FLATS	1826. ⁰⁰
9	WATERMELON, FRESH, seedless, US No. 1 Grade, water variable weight, 4 or 5 per case.	50	010868 WATERMELON 1each	7.00	10 %	7.70	250 CASE/ 12,500 lb	4011. ⁷⁰
	Vegetables							
10	Broccoli, US No. 1	20	032861 BROCCOLI 18ct	20.60	10 %	22.66	100 CASE/ 2,000 lb	2266. ⁰⁰
11	Cabbage, Green, U.S. No 1,	50	040062 CABBAGE, GRN 50LB	16.60	10 %	18.26	200 CASE/ 10,000 lb	3652. ⁰⁰
12	Carrot, topped, US No. 1,	50	280624 CARROTS 50LB	25.73	10 %	28.30	250 CASE/ 12,500 lb	7075. ⁰⁰
13	CELERY, FRESH, Pascal, US No. 1, Gr, 2 to 3 dozen, bulk pack	50	041114 CELERY 30ct	29.18	10 %	32.10	200 CASE/ 10,000 lb	6420. ⁰⁰
14	Cucumbers, 85% U.S. No. 1	50	290599 CUCUMBERS 50#	12.60	10 %	13.86	300 CASE/ 15,000 lb	4158. ⁰⁰

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all items. (Bid Document Instructions: A & B.)

15*	LETTUCE, FRESH, Iceberg, us no. 1 gr, 2 dz size, ind pg,	30	020292 LETTUCE, Iceberg 24#	*	18.83	10 %	20.71	300 CASE/ 9,000 lb	6213.00
16	ROMAINE, FRESH, issued by lb	36	020264 LETTUCE, ROMAINE 24#		18.19	10 %	20.01	100 CASE/ 3,600 lb	2010.00
17	Onions, Yellow	50	042282 ONION, Yellow 50LB		14.25	10 %	15.68	150 CASE/ 7,500 lb	2352.00
18	Potatoes, Baking, Idaho, U.S. No.1,	50	030513 Potato 50 LB		14.10	10 %	15.51	400 BAG/ 20,000 lb	6204.00
19*	Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea,	50	030369 Potato, Russet 100# 50LB	*	16.28	10 %	17.91	200 BAG/ 10,000 lb	3582.00
20*	Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	25	045073 TOMATOES 25LB	*	11.00	10 %	12.10	400 CASE/ 1,000 lb	4840.00
21	Turnip, U.S. No. 1, 25 lb/ bag	25	041015 TURNIPS 25LB		17.60	10 %	19.36	160 BAG/ 4,000 lb	3097.00
Miscellaneous Processed Items									
22*	Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	5	043987 CELERY STIX 2/2.5LB	*	11.53	10 %	12.68	200 CASE/ 1,000 lb	2536.00
23	Lettuce, Shredded, Chilled, 4 ea/5 lb bags	20	020304 LETTUCE, SHRED'D 4/5LB		14.70	10 %	16.17	100 CASE/ 2,000 lb	1617.00
24	Tomatoes, Sliced, 1/4", 4 ea/5 lb bags	20	044092 TOMATO, SLICED 5*		21.20	10 %	23.32	100 CASE/ 2,000 lb	2332.00
Total Cost									138,907.10

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used for all items. (Bid Document Instructions: A & B.)

* For this item, the Vendor's Costs and documentation shall be shown in Bid Sheet #3.

Restocking Fee for Item order in error by state agency: NONE Restocking Fee.

Charge for Second Weekly Delivery.....

REGION I NONEREGION II NONEREGION III NONEREGION IV NONE(EXCEPT HOPEMONT, OUR TRUCK IS THERE ONLY ONCE per week)(EXCEPT WELCH COMM. HOSPITAL OUR TRUCK IS THERE ONLY ONCE per week)

CONTRACTOR'S ADDRESS: CONTRACTOR'S CONTACT:

US FOODSERVICE WV

Telephone: (800) 624-8578

2575 VIRGINIA AVE

FAX: (304) 562-6468

HURRICANE, WV 25526

Email: Rick.HARLESS@usfood.com

Documentation of Vendor's Cost (legible copies of supplies and bills of lading) shall be submitted for the following items to demonstrate the vendor's cost per unit. For purpose of evaluation, Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used. (See Bid Document Instructions: A & B)

Fresh Produce U.S. No. 1	Supplier company name, bidder company name, invoice date, item description, quantity and price.	Vendor's Cost per Unit
3* Bananas, yellow variety, maturity level to ensure ripening, min 1-1/8 in. dia, min 5.5 in. lg. 5.	FULLER TOMATO, LLC US FOODSERVICE 5/18/2009 BANANA 40LB - BULK - GREEN TIP 18.85	18.85
4* Grapes, red, seedless, US No. 1 Table Gr.	Del MONTE FRESH PRODUCE US FOODSERVICE 5/18/2009 GRAPES CRIMSON 18# 25.87	25.87
11* Cantaloup, U.S. No. 1 gr, 15 to 23 count	Del MONTE FRESH PRODUCE US FOODSERVICE 5/20/2009 CANTALOUPE 15ct (40#) 13.87	13.87
15* LETTUCE, FRESH, iceberg, us no. 1 gr, 2 dz size, ind pg.	CHURCH BROTHERS LLC US FOODSERVICE 5/22/2009 LETTUCE LINER 24 HEAD 18.83	18.83
19* Potatoes, White, moderately skinned, long, for baking, us extra no. 1 or us no. 1 gr, 8 to 12 oz ea.	Rieby PRODUCE US FOODSERVICE 5/15/2009 POTATOES 50LB (100ct) 16.28	16.28
20* Tomatoes, 85% U.S. No. 1, light red to red, 2-1/2 in. min dia.	FULLER TOMATO LLC US FOODSERVICE 5/18/2009 25LB TOMATO - 5X6 BRISTO/USA 11.00	11.00
22* Celery, Sticks, US No. 1 Gr, Chilled. 5 lb	CLUB CHEF LLC US FOODSERVICE 5/18/2009 CELERY STIX 5 # 11.53	11.53

Vendor's Costs for the week of May 17, 2009 through May 23, 2009 shall be used.

Please re-check the Bid Document Instructions to assure all requirements are addressed in your bid response.

PART IX B. (DEMONSTRATION OF STATE PURCHASE PRICE CALCULATION FROM VENDOR COST)

EXAMPLE ITEM #1 (ABOVE) APPLIES = VENDORS INVOICE COST X (MULTIPLIED) BY 1.10 (10% (MARKUP)) = STATE PRICE (ROUNDED UP TO NEAREST WHOLE CENT) ^{.005 OR GREATER}

(19.25 X 1.10 = 21.175 ROUNDED TO 21.18)

Blanket Contract for Fresh Produce **VENDOR LIST**

SPEEDWAYMARKET *709043720 01

USFOODSERVICEWV *C16132728 01

CROOKBROS *709060429

BLACKDIAMONDPRO *709043520

COREYBROTHERSIN *709040100

CONRADPRODUCEIN *709041319

SURFACEFOODSCOM *328154423

SYSCOFOODSERVIC *709062528

SYSCOFOODSERVIC *709064344

RFQ No. HHR90143

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: US FOODSERVICE WV

Authorized Signature: Richard D. Harless

Date: JUNE 16, 2009

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☒ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: US FOODSERVICE WV

Signed: Richard D. Hallam

Date: JUNE 16, 2009

Title: BID COORDINATOR

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

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am ☐ am not ☒ currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Richard D. Harless
Signature

JUNE 15, 2009
Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (please print):

Name _____
last name first name middle initial

Maiden/Other Names _____
(This should include other married names by which you have been known.)

Current Address _____
street/box# city state

NOTE: Your social security card must be presented for verification purposes.

Social Security # _____ Date of Birth _____
month/day/year

Driver's License Number _____ State of Issue _____

Signature

Date

Official Title		Official Title	
Official Title	Official Title	Official Title	Official Title
Fax Number	Fax Number	Phone Number	Phone Number

HHS Background Check		HHS Background Check	
Positive	Negative	Positive	Negative
Initial	Initial	Initial	Initial
Date	Date	Date	Date

Fuller Tomato, LLC
 225 7th Ave.
 Huntington, WV 25701
 Ph: (304) 523-1452



Invoice

Date	Invoice
5/18/2009	7232

Bill To
U.S. Foodservice 2575 Virginia Ave. Hurricane, WV 25526 USF# 5001847

P.O. Number	Terms
30583 0 2L	Net 15

Item	Quantity	Description	Price Each	Amount
Banana 40Lb	10	Banana - 40Lb - Bulk - Green / Costa Rica	18.85	188.50
Ban 5#	5	Banana - 5lb - Green / Costa Rica	6.10	30.50
Banana 40Lb	30	Banana - 40Lb - Bulk - Green Tip / Costa Rica	18.85	565.50
Ban 10#	5	Banana - 10Lb - Green Tip / Costa Rica	8.10	40.50
Cherry	16	Cherry Tomato 12-Pint / USA	18.00	288.00
Grape	10	Grape Tomato 12-Pint Clamshell / USA	19.00	190.00
10Lb Tomato	30	10Lb. Tomato / USA	15.00	450.00
6x6	40	25# Tomato - 6x6 / USA	21.00	840.00
5x6	7	25# Tomato - 5x6 BRISTO / USA	11.00	77.00

153 *Chadler Chel Felt*

The perishable agricultural commodities listed on this invoice are sold subject to statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. All bills due are subject to the highest interest rate allowed by law.

Received in good condition by *X Mel Old* *5/18/09*
Mel Old

Subtotal	\$2,670.00
Total	\$2,670.00
Payments/Credits	\$0.00
Balance Due	\$2,670.00

REMIT TO:

DELMONTE FRESH

PAGE: 1

DEL MONTE FRESH PRODUCE N.A.,
33979 TREASURY CENTER
CHICAGO IL 606943900

INVOICE NUMBER: OMY3226

INVOICE DATE: 05/15/09

BILL TO:

SHIP TO:

U.S Foodservice, Inc
2L - West Virginia

USFS-WEST VIRGINIA (2-L)
2575 VIRGINIA AVENUE
HURRICANE WV 25526

2

DATE		VIA	TERMS	VENDOR ORDER #		PO NUMBER
05/18/09			Net 10			303670
CASE	LBS	DESCRIPTION		UNIT PRICE	ALLOWANCE	EXTENDED
56		000000	CA015 40DMHP CANTALOUPE	13.87	CS	776.72
16		004046	AV060HS25NL AVOCADOS: HASS 6	38.87	CS	621.92
		OCT				
42		004034	HD006 28NL HONEYDEW	13.87	CS	582.54
10		381102	P 006MD25DM FRESH PINEAPPLES	16.6	CS	166
42		004499	G CN18NL GRAPES: CRIMSON	25.87	CS	1086.54
		18#				
166.000000		Total			0.0000000	3233.72000

MESSAGES

SUBTOTAL 3233.72
FRT CHARGE/CREDIT
DISCOUNT .00

PLEASE PAY 3233.72

REMIT TO:

DELMONTE FRESH

PAGE: 1

DEL MONTE FRESH PRODUCE N.A.,
33979 TREASURY CENTER
CHICAGO IL 606943900

INVOICE NUMBER: OMY6375

INVOICE DATE: 05/20/09

BILL TO:

SHIP TO:

U.S Foodservice, Inc
2L - West Virginia

USFS-WEST VIRGINIA (2-L)
2575 VIRGINIA AVENUE
HURRICANE WV 25526

DATE		VIA	TERMS	VENDOR ORDER #		PO NUMBER
05/20/09			Net 10			305270
CASE	LBS	DESCRIPTION		UNIT PRICE	ALLOWANCE	EXTENDED
56		000000	CA015 40DMHP CANTALOUPE	13.87	CS	776.72
16		004046	AV060HS25NL AVOCADOS: HASS 6	38.77	CS	620.32
		OCT				
42		004034	HD006 28NL HONEYDEW	12.87	CS	540.54
10		381102	P 006MD25DM FRESH PINEAPPLES	14.6	CS	146
42		004499	G CN18NL GRAPES: CRIMSON	27.87	CS	1170.54
		18#				
30		472047	FFRAGMX05DM APPLE RED/GRAPE	19.85	CS	595.5
		24/3.50Z				
5		004011	B BB15DM BANANAS	9.27	CS	46.35
201.000000		Total			0.0000000	3895.97000

MESSAGES

SUBTOTAL 3895.97
FRT CHARGE/CREDIT
DISCOUNT .00

PLEASE PAY 3895.97

REMIT TO:

CHURCH BROTHERS, LLC

PAGE: 1

CHURCH BROTHERS, LLC

P.O. BOX 509

SALINAS

CA 939020509

INVOICE NUMBER: 288031

INVOICE DATE: 05/12/09

BILL TO:

SHIP TO:

U.S Foodservice, Inc
2L - West VirginiaHURRICANE, WV
2575 VIRGINIA AVE.
HURRICANE WV 25526

DATE		VIA	TERMS	VENDOR ORDER #		PO NUMBER
05/22/09			Net 21			301480
CASE	LBS	DESCRIPTION		UNIT PRICE	ALLOWANCE	EXTENDED
160	→	KIWI FRUIT 36 CT. FLATS OP REG		16.31 CS		2609.6
60		VA CHOP 4X5# LETTUCE CROSS VALLEY REG		15.33 CS		919.8
100		LETTUCE LINER 24 REG OP		18.83 CS		1883
10		ROMAINE 4X6 TRIM CHURCH BROTHERS REG		19.89 CS		198.9
160		VA LETTUCE SHRED 1/4 4X5# CROSS VALLEY REG		15.23 CS		2436.8
160	→	VA MIX 4X5# SALAD CROSS VALLEY REG		15.63 CS		2500.8
40		SPRING MIX 2 X 1.5# PP CROSS VALLEY REG		9.76 CS		390.4
24	→	BROCCOLI 18 ICLS BG BUNCH CHURCH BROTH		16.56 CS		397.44
15		ERS REG				
25	→	BROCCOLI ASN ICL BG CROWNS CROSS VALLE		18.06 CS		270.9
104		Y REG				
15	→	CARROT "1/8"" 2X5#" SHREDDED OP REG		10.86 CS		271.5
104		CARROT BABY PEELED 4X5# REG CROSS VALL		19.09 CS		1985.36
15	→	CELERY DICED 1/4"2X2.5# REG CROSS VALL		10.74 CS		161.1
28		EY				
60	→	CAULIFLOWR 12 WRAP CHURCH BROTHERS REG		24.22 CS		678.16
30		CAULIFLOWR 4 WRAP CHURCH BROTHERS REG		10.21 CS		612.6
32	→	CAULIFLOWR 2X3# FLORETTES CROSS VALLEY		15.14 CS		454.2
80		REG				
5	→	CELERY 30 NAKED OP REG		29.18 CS		933.76
20		CELERY STICKS 4 2X2.5# RED CRISS VALLE		10.74 CS		859.2
5	→	Y				
28		CILANTRO 4X1# PP CROSS VALLEY REG		14.16 CS		70.8
5	→	GRN ONION MEX ICELESS 4X2# REG CROSS V		15.33 CS		306.6
25		ALLEY P				
15	→	PARSLEY 4X1# PP CROSS VALLEY REG		14.16 CS		70.8
40		LEMONS 165 CT NAKED OP FANCY		28.25 CS		791
1246.00000	→	CARROT 50# JBO BAG OP REG		22.91 CS		114.55
		VA CHOP 4X5# LETTUCE CROSS VALLEY REG		15.74 CS		393.5
	→	ROMAINE LINER 12 CVF CHURCH BROTHERS P		12.17 CS		182.55
		RODUCT				
	→	VA 4X5# SEP COLE SLAW CROSS VALLEY REG		15.54 CS		621.6
		Total			0.0000000	20114.9200

MESSAGES

SUBTOTAL 20114.92
FRT CHARGE/CREDIT
DISCOUNT .00

PLEASE PAY 20114.92



REMIT TO:

5

Rigby Produce, Inc.
396 N. Yellowstone Hwy.
P.O. Box 628
Rigby, ID 83442
Phone: (208) 745-6626
L/D: (208) 745-7717
FAX: (208) 745-9278

ACCOUNT NUMBER	INVOICE NUMBER
USFWV	16622
CUSTOMER ORDER NO.	
3018602L	



United



SOLD TO

US Foodservice- W. Virginia
Po Box 29283
Phoenix AZ 85038-9283

SHIP TO

US Foodservice- W. Virginia
2575 Virginia Ave
Hurricane, WV 25526

CAR NO. / TRUCK	ROUTING	DATE SHIPPED	INVOICE DATE
Bart Larsen Trucking		May 15, 2009	May 15, 2009

TERMS

BROKER

Delivered Pro

QTY.	DESCRIPTION	WEIGHT	PRICE	EXTENSION
252	Potatoes 50 # Ctn 100 Count #1 Cross Valley Burbank Product of USA	12600	16.28	4,102.56
273	Potatoes 50 # Ctn 50 Count #1 Cross Valley Burbank Product of USA	13650	17.28	4,717.44
84	Potatoes 50 # Ctn 70 Count #1 Cross Valley Burbank Product of USA	4200	17.78	1,493.52
199	Potatoes 50 # Ctn 90 Count #1 Cross Valley Burbank Product of USA	9950	16.28	3,239.72
42	Potatoes 50 # Paper 6oz #2 Queen Burbank Product of USA	2100	12.78	536.76
	Temp Tale Recorder			.00
	Seal			.00

ADDITIONAL TERMS & CONDITIONS

The perishable agricultural commodities listed on this invoice are sold subject to statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

A finance charge at the rate of 1½% per month (18% annually), or at the highest rate permitted by law, will be applied to all past due accounts. In addition, should any action be commenced between the parties to this contract concerning the sums due or the rights and duties of any party to this contract or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award for the actual attorney's fees and costs in bringing the action and/or enforcing any judgment granted the action.

All sales FOB, no grade contract. All claims must be reported by written notice received by seller within 24 hours of arrival and supported by acceptable USDA inspection certificates. No deductions allowed without prior written authorization from seller.

850

42500

**TOTAL
DUE**

14,090.00

THANK YOU FOR YOUR ORDER - TOTAL AMOUNT DUE 10 DAYS AFTER RECEIPT

CUSTOMER COPY

IBF F INVOICE 3PT 7/08

REMIT TO:

CLUB CHEF LLC

PAGE: 1

CLUB CHEF LLC
P.O. BOX 721610
NEWPORT KY 41072

INVOICE NUMBER: 5306893

INVOICE DATE: 05/18/09

BILL TO:

SHIP TO:

U.S Foodservice, Inc
2L - West Virginia

US FOODSERVICE (HURRICANE)
2575 VIRGINIA AVE
N/F N/ N/F

DATE		VIA	TERMS	VENDOR ORDER #		PO NUMBER
05/29/09			Net 14			306280
CASE	LBS	DESCRIPTION		UNIT PRICE	ALLOWANCE	EXTENDED
20		SAL BL SEP 2" 4X5		18.9 CS		378
25		1.5X2" CH ROM 6X2		16.14 CS		403.5
80		1/4 SHRED LET 4X5		14.7 CS		1176
15		CAUL FLOR 1.5" 2X3		13.83 CS		207.45
100		CEL STIX (STACK) 1X5		11.53 CS		1153
30		1/4 SHRED CAB W/C 4X5		13.9 CS		417
270.000000		Total			0.000000	3734.95000

MESSAGES

SUBTOTAL 3734.95
FRT CHARGE/CREDIT
DISCOUNT .00

PLEASE PAY 3734.95