



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  
 WEH11019

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

VENDOR



Land-O-Sun Dairies, L.L.C.  
 Pet Dairy  
 3300 The Plaza *P.O. Box 2489*  
~~Charlotte, NC 28205~~ *Chester, Va. 23831*

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/02/2010				

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	260	EA		B80-75		
HOMO MILK, 1/2 GALLON						
OPEN END CONTRACT						
PROVIDE DAIRY PRODUCTS FOR WELCH COMMUNITY HOSPITAL, 454 MCDOWELL STREET, WELCH, WV 24801 PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD.....2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE						

RECEIVED  
 2010 JUN 29 AM 10:07  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Bernie Benshan* TELEPHONE *800-849-0369* DATE *June 25, 2010*  
 TITLE *Key Acc Manager* FEIN *74-2938694* ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/02/2010				

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Bernie Benshoen</i>	800-849-0369	June 25, 2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Key Acc. Manager	74-2938694	

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/15/2010. 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:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Bernie Benson TELEPHONE 800-849-0369 DATE June 25, 2010  
 TITLE Key Acc Manager FEIN 742938694 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 EXTEND 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.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bernie Benslow</i>	TELEPHONE 800-819-0369	DATE June 25, 2010
TITLE Key Acc Manager	FEN 212938694	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	520	EA		380-75		
	MILK, 2%, 1/2 GALLON					
0004	1,560	EA		380-75		
	BUTTER MILK, 1/2 GALLON					
0005	18,200	EA		380-75		
	MILK, SKIM, 1/2 PINT					
0006	10,400	EA		380-75		
	MILK, CHOCOLATE, 1%, 1/2 PINT					
0007	3,120	EA		380-75		
	COTTAGE CHEESE, 16 OZ.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Bernie Bender TELEPHONE 800-849-0369 DATE June 25, 2010  
 TITLE Key Acc. Manager FEIN 742938694 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	3,120	EA		380-75		
	COTTAGE CHEESE, LOW FAT, 24 OZ.					
0009	260	EA		380-75		
	HALF & HALF, QUART					
0010	780	EA		380-75		
	SOUR CREAM, 5#					
0011	3,900	EA		380-75		
	YOGURT, 8 OZ., ASSORTED FLAVORS					
0012	3,900	EA		380-75		
	YOGURT, 8 OZ., PLAIN					

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0013	780	EA		380-75		
				WHIPPING CREAM, 1/2 PINT		
0014	780	EA		380-75		
				WHIP CREAM, 14 OZ. CONTAINER		
0015	62,400	EA		380-75		
				JUICE, FRUIT, 4 OZ., ASSORTED FLAVORS		
				(ORANGE, GRAPE, APPLE, PINEAPPLE, GRAPEFRUIT)		
0016	2,080	BX		380-75		
				ICE CREAM, 4 OZ. INDIVIDUAL CUP, ASSORTED FLAVORS		
				24 PER BOX.		
0017	780	EA		380-75		
				ICE CREAM, 1/2 GALLON, ASSORTED FLAVORS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Bernie Bensh TELEPHONE 800-849-0369 DATE June 25, 2010  
 TITLE Key Acc Manager FEN 742238694 ADDRESS CHANGES TO BE NOTED ABOVE

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0018	260	EA		380-15		
				ICE CREAM, GALLON, ASSORTED FLAVORS		
0019	156	EA		380-15		
				ICE CREAM, 3 GALLON, ASSORTED FLAVORS		
0020	780	EA		380-75		
				ICE CREAM, PINT, ASSORTED FLAVORS		
0021	1,560	BX		380-75		
				ICE CREAM SANDWICH, PLAIN, 12/4 OZ./BOX		
0022	1,560	BX		380-90		
				ICE CREAM SANDWICH, PLAIN, 24/6 OZ./BOX		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Bernie Beal                                      TELEPHONE 800-849-0369                                      DATE June 25, 2010  
 TITLE Key Acc Manager                                      FEIN 74-2938094                                      ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0023	1,560	BX		380-90 ICE CREAM SANDWICH, MISSISSIPPI MUD, 24/6 OZ./BOX		
0024	1,560	BX		380-75 ICE CREAM SANDWICH, NEAPOLITAN, 24/6 OZ./BOX		
0025	1,560	BX		393-60 ICE CREAM CONE, NUTTY SUNDAE, 24/BOX		
0026	1,560	BX		380-45 SHERBET, 4 OZ., ASSORTED FLAVOR, 24/BOX		
0027	780	EA		380-45 SHERBET, ASSORTED FLAVORS, 1/2 GALLON		

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SIGNATURE Bernie Beard TELEPHONE 800-849-0369 DATE June 25, 2010  
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0028	1,560	BX		380-45		
POPSICLE, TWIN, ASSORTED FLAVORS, 2.5 OZ. 24/BOX						
0029	1,560	BX		380-45		
POPSICLE, TWIN, ASSORTED FLAVORS, SUGAR FREE, 1.75 OZ., 12 PER BOX.						
0030	780	BX		380-45		
CREAMSICLE, 2.5 OZ., 12/BOX						
0031	780	BX		380-45		
CREAMSICLE, SUGAR FREE, 1.75 OZ., 12/BOX						
0032	780	BX		380-45		
FUDGESICLE, 1.5 OZ., 12/BOX						

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0033	780	BX		380-45		
	FUDGESICLE, FAT FREE, 3 OZ., 24/BOX					
0034	780	BX		380-45		
	FUDGESICLE, SUGAR FREE, 1.75 OZ., 12/BOX					
***** THIS IS THE END OF RFQ WEH11019 ***** TOTAL:						<i>Total on pg 15</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bernie Bensch</i>	TELEPHONE 800-849-0369	DATE June 25, 2010
TITLE Key Acc Manager	FEIN 74-2938694	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATION  
STATE OF WEST VIRGINIA  
Department of Health and Human Resources  
Welch Community Hospital  
RFQ #WEH11019**

**Part 1 GENERAL INFORMATION**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide Dairy Product Services for Welch Community Hospital's Dietary Department.

**1.2 Project:**

The mission or purpose of the project is to provide three (3) day per week services. All products shall be produced or processed, packaged and handled in accordance with the USDA Standards for Health and Safety of the product user.

**1.3 Schedule of Events:**

Release of the RFQ.....	6 / 4 / 10
Vendor's written Questions Submission Deadline	<u>6 / 15 / 10</u>
Bid Opening Date.....	<u>6 / 30 / 10</u>

**Part 2 OPERATING ENVIRONMENT**

**2.1 Location**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

**2.2 Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 73,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2009 fiscal year:

9571 Emergency Room patients  
 399 Observation visits  
 18261 Clinic patients  
 300 Surgeries  
 73 Deliveries  
 699185 Laboratory Tests  
 13762 Radiology  
 2,959 CAT Scans  
 1,229 Ultrasound  
 541 Mammography  
 753 Admissions  
     84% Long Term Care ADC (49 Patients per Day)  
     55% Overall ADC (61 Patients per Day)  
 22,676 Total Patient Days (17,808 Long Term Care and 4,868 Acute Care Days)  
 18,100 Respiratory Tests  
 3,113 Electrocardiograms

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
 Pediatric Clinic  
 Newborn Care  
 Internal Medicine  
 Surgery  
 Emergency Room Services  
 Radiology Services Including:  
     Diagnostic  
     CAT scan  
     Ultrasound  
     Mammography  
     EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
 Laboratory Services

**Part 3       PROCUREMENT SPECIFICATIONS**

**3.1    General Requirements**

The mission/purpose of this project is to provide Dairy Product Services three (3) days per week.

**3.2   SCOPE OF WORK:**

The vendor is to quote services of providing Dairy Product Services; all products shall be produced or processed, packaged and handled in accordance with the USDA Standards for Health and Safety of the product user.

Three (3) day per week service to include, but not limited to the following items:

Item #	Description	Qty (est. use per year)	Unit Price	Total Price
1	Milk, Homo, 1/2 gal	260	\$2.31139	\$600.96
2	Milk, 2%, 1/2 pt.	62400	.26934	16806.82
3	Milk, 2%, 1/2 gal	520	2.17131	1129.08
4	Butter Milk, 1/2 gal	1560	1.86357	2902.17
5	Milk, Skim, 1/2 pt	18200	.24818	4516.88
6	Milk, Chocolate, 1%, 1/2 pt	10400	.26607	2767.13
7	Cottage Cheese, 16oz	3120	N/A	—
8	Cottage Cheese, low fat, 24oz	3120	2.40	7488.00
9	Half & Half, qt	260	1.81720	472.47
10	Sour Cream, 5#	780	5.08852	3969.05
11	Yogurt, 8oz, assorted flavors 602	3900	.62	2418.00
12	Yogurt, 8oz, plain 602	3900	.62	2418.00
13	Whipping Cream, 1/2 pt	780	1.40431	1095.36
14	Whip Cream, 14oz-container 1502	780	2.24006	1747.25
15	Juice, fruit, 4 oz, assorted flavors (orange, grape, apple, pineapple, grapefruit) Fru. + Punch) Blended	62400	.145	9048.00
16	Ice Cream, 4oz individual cup, assorted flavors, 24/bx	2080	6.27	13041.60
17	Ice Cream, 1/2 gal, assorted flavors 5602	780	3.54	2761.20
18	Ice Cream, gal, assorted flavors	260	N/A	—
19	Ice Cream, 3-gal, assorted flavors	156	22.43	3499.08
20	Ice Cream, pt, assorted flavors	780	1.33	1037.40
21	Ice Cream Sandwich, plain 12/4oz/bx	1560	N/A	—
22	Ice Cream Sandwich, plain, 24/6oz/bx 36 bx/35 02	1560	17.155	26761.80
23	Ice Cream Sandwich, Mississippi mud, 24/6oz/bx	1560	N/A	—
24	Ice Cream Sandwich, Neapolitan, 24/6oz/bx Giant Neo	1560	15.00	23400.00
25	Ice Cream Cone, Nutty Sundae, 24/bx	1560	10.30	16068.00
26	Sherbet, 4oz, assorted flavors, 24/bx	1560	5.58	8704.80
27	Sherbet, assorted flavors, 1/2 gal	780	N/A	—
28	Popsicle, twin, assorted flavors, 2.5oz 24 /bx	1560	4.94	7706.40
29	Popsicle, twin, assorted flavors, 1.75 oz Sugar Free, 12/bx	1560	N/A	—
31	Creamsicle, 2.5oz, 12/bx	780	11.77	9180.60



32	Creamsicle, 1.75oz, sugar free, 12/bx	780	N/A	—
33	Fudgesicle, 2.5oz, 12/bx <i>24 bx</i>	780	11.29	880620
34	Fudgesicle, 3oz, Fat Free, 24/bx	780	N/A	—
35	Fudgesicle, 1.75oz, Sugar Free, 12/bx	780	N/A	—

Grand Total # 178,351.35

\*Evaluation and Award will be made to the vendor meeting the specifications, based on the lowest Grand Total Amount.

### 3.3 Special Terms and Conditions:

#### 3.3.1 Insurance Requirements:

Insurance certificates are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): \$500,000 per person, Minimum of \$1,000,000 per occurrence.
2. For property damage, Minimum of \$1,000,000 per occurrence.

#### 3.3.2 Worker's Compensation Insurance:

Successful vendor will provide worker's compensation insurance information.

#### 3.3.3 Invoices and Progress Payments:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State Law forbids payment of invoices prior to receipt of products.

RFQ No. WEH 11019

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Land-O-Sun Dairies, dba Pet Dairy

Authorized Signature: Bernie Benser Date: June 25, 2010

State of Virginia

County of Chesterfield, to-wit:

Taken, subscribed, and sworn to before me this 25 day of June, 2010

My Commission expires January 31, 2011, 20  

AFFIX SEAL HERE

NOTARY PUBLIC Margaret Badolker