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	PAGE
AGR1235	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

********** ADDENDUM NO. 2 **********

THIS ADDENDUM IS ISSUED TO ADD THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO THE BID DOCUMENTS.

THE BID OPENING DATE AND TIME HAVE NOT CHANGED.

********** END ADDENDUM NO. 2 **********

RECEIVED
2012 JUN -7 AM 9:41
WV PURCHASING DIVISION

0001	1	LS		385-42		

PROCESSING USDA COMMODITY MOZZARELLA CHEESE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE John Majewski TELEPHONE 610-916-4157 DATE 6/6/12

TITLE President FEIN 23-1661073 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.html** 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).

AGR1235
ADDENDUM NO. 2

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

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

   After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

   The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $500,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

   a. **Required Information.** The subcontractor list shall contain the following information:

      i. Bidder's name
      ii. Name of each subcontractor
      iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;
ii. The subcontractor in the original bid has been debarred or suspended; or
iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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	PAGE
AGR1235	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/25/2012				

BID OPENING DATE: 06/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	********** ADDENDUM NO. 1 **********					
	THIS ADDENDUM IS ISSUED TO:					
	1) PROVIDE THE ATTACHED CHANGES TO THE SPECIFICATIONS.					
	2) EXTEND THE BID OPENING DATE AND TIME TO: 06/07/2012 AT 1:30 PM.					
	********** END ADDENDUM NO. 1 **********					
0001	1	LS		385-42		
	PROCESSING USDA COMMODITY MOZZARELLA CHEESE					
	****** THIS IS THE END OF RFQ AGR1235 ****** TOTAL:					

RECEIVED
2012 JUN -5 AM 9:45
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE John Allyn TELEPHONE 610-916-4157 DATE 5/29/12

TITLE President FEIN 23-1661073 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.htmi** 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).

AGR1235

Section 4 of the specifications is changed to read as follows:

4. END PRODUCT DATA SCHEDULE (EPDS):

End Product Data Schedule (EPDS) forms and/or a Summary End Product Data Schedule (SEPDS) form with all applicable columns completed must be submitted for each end product and returned as part of the completed bid package.

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE BASED ON 100% YIELD ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

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	PAGE
AGR1235	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
GIORGIO FOODS
PO BOX 96
TEMPLE, PA 19560

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		385-42		

PROCESSING USDA COMMODITY MOZZARELLA CHEESE

THE WEST VIRGINIA PURCHASING DIVISON FOR THE AGENCY THE DEPARTMENT OF AGRICULTURE IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR PROCESSING USDA MOZZERELLA CHEESE INTO MOZZARELLA CHEESE PRODUCTS PER THE ATTACHED SPECIFICATIONS.

ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISON VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 04/15/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.

RECEIVED
2012 MAY 25 AM 9:48
WV PURCHASING DIVISION

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
John Mazzella	610-916-4157	5/23/12
TITLE: President	FEIN: 23-1661073	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Request for Quotation

RFQ NUMBER	PAGE
AGR1235	2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

TERMS, CONDITIONS, AND PRICING SET FORTH 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 (1) YEAR PERIODS.

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.

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.)

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.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
John Mayer	610-916-4157	5/23/12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	33-1661073	

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

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

Request for Quotation

RFQ NUMBER	PAGE
AGR1235	3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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.

REV. 01/17/2012

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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 44

RFQ. NO.: AGR1235

BID OPENING DATE: 05/29/2012

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
John Mayer Jr	610-916-4157	5/23/12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	23-1661073	

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

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

Request for Quotation

RFQ NUMBER	PAGE
AGR1235	4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DEPARTMENT OF AGRICULTURE

FOOD DISTRIBUTION PROGRAM
1 CEDAR LAKES DRIVE
RIPLEY, WV
25271 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2012				

BID OPENING DATE: 05/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	BID OPENING TIME:			1:30 PM		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:			610-916-7012		
	CONTACT PERSON (PLEASE PRINT CLEARLY):			Darlene Schadler		
	****** THIS IS THE END OF RFQ AGR1235 ****** TOTAL:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE John Whittaker TELEPHONE 610-916-4157 DATE 5/23/12

TITLE President FEIN 23-1661073 ADDRESS CHANGES TO BE NOTED ABOVE

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

INVITATION TO BID

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

SPECIAL PROVISIONS FOR THE PROCESSING OF MOZZARELLA CHEESE:

1. CONTRACT/AGREEMENT REQUIREMENTS

The processor must comply with and abide by all specifications, qualifiers, terms, and conditions as set forth in this Invitation to Bid, including all attachments (hereinafter referred to collectively as "The Bid Package").

The Bid Package will provide the framework for the processing of mozzarella cheese into processed pizza products for use and consumption by West Virginia Schools and other authorized recipient agencies in the State of West Virginia.

Any processing company submitting a completed Bid Package under this Invitation must have an approved National Processing Agreement in place with USDA for the time period covered by this Invitation and any subsequent agreement(s) with the State of West Virginia. The contractual obligations under which a Processor may utilize USDA Commodities to manufacture and deliver specified end product(s) to the WV Department of Agriculture Food Distribution Program to ensure the return of quantity, quality, and value of such commodities is set forth in the National Processing Agreement and also in the State Participation Agreement, Bid Specifications and all other attachments included in this Bid Package.

1a. CONTRACT PERIOD:

The State Participation Agreement shall be valid for a one (1) year period from July 01, 2012, through June 30, 2013.

2. PRODUCT FORMULA:

Processor is to include the raw batch formula for all processed end products under this Agreement, listing the name and quantity of each ingredient contained in the batch recipe. Flavorings and seasonings may be given as an aggregate quantity.

A NUTRITIONAL ANALYSIS OF FINISHED PRODUCTS WILL BE PROVIDED WITH THIS BID PACKAGE. THE ANALYSIS IS TO INCLUDE THE AMOUNTS OF SODIUM, THE AMOUNTS OF SATURATED FAT, MONOSATURATED FAT, POLYSATURATED FAT; AND THE AMOUNT OF THEIR PERCENT OF CALORIES, TOTAL FAT GRAMS AND TOTAL CALORIES PER SERVING. ALSO, INFORMATION REGARDING COOKING/PREPARATION, HANDLING AND STORAGE WILL BE SUBMITTED. ANY BID PACKAGE SUBMITTED WITHOUT AN ADEQUATE AND COMPLETE NUTRITIONAL ANALYSIS AND THE OTHER OUTLINED INFORMATION MAY BE CONSIDERED DISQUALIFIED AND INVALID AND, THEREFORE, NOT AWARDED AN AGREEMENT.

3. SAMPLES:

The WV Department of Agriculture Food Distribution Program requests bidding processors submit samples of each item PRIOR TO THE DAY OF THE BID OPENING.

SAMPLES SUBMITTED SHOULD BE IN SUFFICIENT QUANTITY TO PERMIT EVALUATION BY A MINIMUM OF TWENTY (20) PEOPLE. SAMPLES SHOULD BE CLEARLY MARKED WITH APPROPRIATE PRODUCT NAMES AND CODES IDENTICAL TO THOSE ON SUBMITTED END PRODUCT DATA SCHEDULES.

Samples shall be submitted without charge PRIOR TO the BID OPENING DATE to:

WV Department of Agriculture
Food Distribution Program
4496 Cedar Lakes Road
Ripley, WV 25271

4. END PRODUCT DATA SCHEDULE (EPDS):

End Product Data Schedule (EPDS) forms and/or a Summary End Product Data Schedule (SEPDS) form with all applicable columns completed must be submitted for each end product and returned as part of the completed bid package.

ALL PRICING SUBMITTED ON EPDSs and/or SEPDSs and/or OTHERWISE SUBMITTED AS PART OF THE BID PACKAGE MUST BE THE ACTUAL MAXIMUM PRICE YOU WILL CHARGE WEST VIRGINIA FOR THE DURATION OF THIS AGREEMENT, NOT NATIONAL PRICES. ADDITIONALLY, ALL PRICES MUST BE BASED ON GUARANTEED MINIMUM RETURN ON A FEE-FOR-SERVICE BASIS. ALL EPDSs AND SEPDSs SHOULD BE ASCRIBED WITH ORIGINAL SIGNATURES IN BLUE INK. NEITHER ELECTRONIC NOR STAMPED SIGNATURES CAN BE ACCEPTED.

5. PRICE:

In addition to the pricing requirements outlined above in Number 4, prices quoted shall be firm for the duration of the Agreement. Prices must be based on **"Guaranteed Minimum Return"** and shall be calculated on a **"Fee-for-Service"** basis.

6. SPECIFICATIONS:

The commodities processed in conjunction with this Agreement shall adhere to the specifications marked as ATTACHMENT A.

7. PACKAGING AND LABELING:

The finished end products are to be packaged and shipped under the proper conditions recognized by the industry to ensure the return of a quality finished product free from damage and deformity upon delivery and as may otherwise be set forth in Attachment A - Specifications.

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

7a. CONTAINER AND MARKING SPECIFICATIONS:

Packaged end-products shall be packed in good commercial fiberboard shipping containers which are acceptable by common or other carrier for safe transportation to point of destination specified in shipping instructions and shall be of a size to accommodate the products without slack filling or bulging. The container shall be securely sealed by gluing, or closed by use of a filament reinforced freezer-type tape, or Scotch Brand No. 3523 Cold Temperature Polyester Film Packaging Tape or its equal, or nonmetallic strapping having a heat-sealed or comparable friction weld joint. Staples and/or steel or wire straps shall not be used as closure for the container.

ALL PRODUCTS MUST BE PACKED IN CONTAINERS CAPABLE OF BEING STACKED FOR PALLETIZING AND/OR WAREHOUSING.

ALL CASES SHOULD BE CLEARLY MARKED ON AT LEAST TWO SIDES WITH PRODUCT INFORMATION INCLUDING THE PRODUCT NAME AND NUMBER.

All packing and packing materials shall be new, clean, sanitary, and shall not impart objectionable odors or flavors to the product and shall be approved for use in contact with food products. Marking material shall be water fast, non-smearing, and of a color contrasting with the color of the container.

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

A. The net weight.
B. USDA inspection marks and plant number and name, and location of processor. Each container shall bear required labeling, USDA contract compliance stamp and certificate number.
C. Date of Manufacture-Processing.
E. Ingredient statement by order of predominance.
F. The appropriate CN LABEL is to be affixed to each case and a copy of same CN LABEL attached to the EPDS/SEPDS. The CN LABEL identification number assigned by FNS is to be clearly shown.
G. The proper recommended storage instructions.

8. DELIVERY:

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

Delivery quantities will be determined by the WV Department of Agriculture Food Distribution Program. The processor will be responsible for the delivery of the end product, undamaged, unspoiled, and fit for human consumption.

9. SHIPPING TERMS:

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

10. QUANTITY:

The quantity of mozzarella cheese made available to West Virginia will vary according to commodity availability and USDA policy. The WV Department of Agriculture Food Distribution Program shall be the final authority with regard to the total quantity of USDA commodities allocated for processing under this agreement.

11. PICK-UP:

From time to time commodities may have to be picked up for processing. In an instance of that unlikely event; the pick up point will be designated by the WV Department of Agriculture Food Distribution Program and will most usually be the Food Distribution warehouse located in WV. The cost of transportation to the processing plant may be added to the price of the finished end product (on a $ per lb. processed product basis). Written approval from the WV Department of Agriculture Food Distribution Program is required prior to any backhauling of USDA commodity items from Recipient Agencies.

12. ACCOUNTABILITY AND RECORDS:

The successful bidding processor shall be required to establish and maintain perpetual inventories and control of all commodities received for processing, performance and production records and other reporting systems as may be required by state and federal regulations, to include provision to the USDA of the required Monthly Performance Reports.

13. PROCESSING AGREEMENT:

In addition to an approved National Processing Agreement with USDA, the successful bidding processor shall be required to execute a standard State Participation Agreement with the West Virginia Department of Agriculture, Food Distribution Program. The attached State Participation Agreement (ATTACHMENT B) must be fully executed in BLUE INK by bidding processor and returned as part of the completed bid package. Upon award, the State Participation Agreement executed by the successful bidding processor will be further executed in full by the appropriate Food Distribution Program personnel and become, at that time, in full force and effect. A copy of the fully executed State Participation Agreement will be sent to the successful bidding processor for processor's records.

13a. BASIS OF AWARD:

The West Virginia Purchasing Division shall award the contract to the lowest responsible bidder(s) who meets the requirements of the INVITATION TO BID, and who is considered best able to serve the interests of the State of West Virginia.

14. LIFE OF CONTRACT:

This contract is to become effective on July 01, 2012 and extend for a period of one year. The vendor may terminate this contract for any reason upon giving the Director of the WV Department of Agriculture Food Distribution Program and the Director of the Purchasing Division thirty (30) days written notice.

This contract may be declared immediately terminated at the option of the Director of the WV Department of Agriculture Food Distribution Program and/or the Director of the Purchasing Division if this contract and/or any of its terms, conditions, or covenants are not complied with by the Processor, or if any right thereunder in favor of the WV Department of Agriculture Food Distribution Program is threatened or jeopardized by processor or his agent.

This contract may be terminated by the vendor only upon the return delivery of unencumbered and/or unobligated food and/or funds to the WV Department of Agriculture Food Distribution Program. In the event of termination due to non-compliance with the terms of this contract, or at the request of the vendor, transportation costs for the return of USDA commodities shall be borne by vendor.

Vendor shall not assign and/or delegate any of the duties and/or responsibilities to process food products under this Agreement to any party, either by way of a subcontract or any other arrangement, without first having received the prior written consent of the WV Department of Agriculture Food Distribution Program.

Unless specific provisions are stipulated elsewhere in this contract-agreement document, the terms, conditions, and pricing set herein are firm for the life of the contract.

15. RENEWAL:

June 30, 2013 is to be the expiration date of the contract-agreement. The contract may be extended for two 1-year periods. Any changes to date must be updated before any contract extension is granted including, but not limited to, pricing, yield, and the signature page.

16. LETTERS OF REFERENCE:

Bidding processors should provide **three (3) business references** with the completed bid package. These references will consist of current or previous customers and should include: the name of the company/agency, the most current mailing address and telephone number, and the name of at least one contact person.

17. BILLING:

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

18. PAYMENT:

The West Virginia Department of Agriculture Food Distribution Program will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

ATTACHMENT A

BID SPECIFICATIONS

BID SPECIFICATIONS
FOR MOZZARELLA CHEESE PIZZA PRODUCTS

1. END PRODUCT INFORMATION
   Pizza products may contain no more than 8 g of fat per 1 oz, no more than 850 mg of sodium per serving, and 0 transfats.

2. GENERAL REQUIREMENTS
   - CN Labels are required
   - No MSG, artificial flavorings, colorings and/or preservatives
   - Each individual item is to be packaged in such a way that will prevent sticking together when frozen
   - All frozen products are to be delivered at 0° F to -10° F and must show no signs of refreezing, thawing or freezer burn.
   - All cases should be marked on at least 2 sides with product information including product name and number.

3. PRODUCT STANDARDS
   - All products covered under this Agreement shall be formulated, manufactured, handled, stored, packaged, and shipped in compliance with the regulations and guidelines of the State of West Virginia, the United States Department of Agriculture, the Federal Food, Drug and Cosmetic Act, and all pertinent sections of the Code of Federal Regulations which govern Food Distribution and the National School Lunch Program, as well as Industry standards related to products for Food Distribution and the National School Lunch Program.
   - Any end product not meeting the fabrication, formulation, and/or packaging requirements will be rejected by the WV Food Distribution Program and returned to Processor at Processor's expense.

ATTACHMENT B

STATE PARTICIPATION AGREEMENT

NATIONAL PROCESSING AGREEMENT
STATE PARTICIPATION AGREEMENT

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

State Distributing Agency WV Department of Agriculture, Food Distribution Program		Processor	Giorgio Foods, Inc.
Name	Darrell Carter	Name	John Majewski
Title	Program Director	Title	President
Address	4496 Cedar Lakes Road	Address	P. O. Box 96
City, State, Zip	Ripley, WV 25271	City, State, Zip	Temple, PA 19560
Contact	Darrell Carter	Contact	Darlene Schadler
Phone	304-558-0573	Phone	610-916-4157
Fax	304-372-3322	Fax	610-926-7012
E-mail	dcarter@ag.state.wv.us	E-mail	dschadler@giorgiofoods.com
Web Address	www.state.wv.us/admin/purchase/vrc	Web Address	www.giorgiofoods.com
Signature		Signature	
Date		Date	5/23/12

Period of Agreement: This Agreement shall become effective on **JULY 1, 2012** and will terminate on **JUNE 30, 2013**.

1. **Value Pass Through Systems.** State Agency will indicate which value pass through systems are acceptable in their State. Processor will indicate which value pass through systems they desire to use in the State and have been approved by USDA in the NPA (National Processing Agreement).

Permitted By State	Value Pass Through System	Selected by Processor
	~~Direct Discount~~	
	~~Refund~~	
	~~Indirect Discount (net off invoice)*~~	
	~~Alternate Value Pass Thru System * (requires FNS approval)~~	
THIS IS THE ONLY VPT ALLOWED IN WV	Fee for Service – billed by processor	X
	~~Fee for Service – billed by distributor~~	

*Sales Verification Required

If sales verification is required, check one:

☐ State delegates sales verification to the processor
[According to 250.19 (2)(vi) (C) states must review the processor's findings and select a random sub-sample of at least 10% of all sales verified by the processor and reverify the sales by re-contacting the RA]

Processor should submit their Sales Verification Plan to the State Agency.

☐ State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

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

   Do you use a subcontractor for the production of any items covered in this agreement?
   ☐ Yes ☒ No

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

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

3. **CN Labeling.** Products, which contribute toward the school meal pattern requirements, may qualify for CN labeling. State should check those that apply.

   ☐ CN Labeling is optional. Recipient agencies may request CN labeled products.

   ☒ CN Labeling is required, if applicable for the processed product.

   ☒ Submit CN labels with SEPDS.

4. **Nutritional Information.** Recipient agencies need nutritional information to comply with USDA regulations. Please check those that apply:

   ☐ Processor must provide nutrition information to RA upon request.

   ☐ Processor's nutrition information has been submitted to USDA Database

   ☐ Processor's nutrition information is available on their web site.

   _____ (Provide the web address)

   ☒ Processor must submit nutrition information with the SEPDS

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

   ☐ Full Certification per AMS Instruction MGC 640

   ☐ PCCP per AMS Instruction MGC 638

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

_____

_____

_____

7. **Backhauling of DF.** If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.

   State permits backhauling ☐ Yes ☒ No

   Backhauling permitted from State Warehouse ☐ School District ☐

   State requires attached form for requesting approval to backhaul ☐ Yes ☐ No

~~8. List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor upon State approval of the State Participation Agreement.~~

COMMODITIES IN WEST VIRGINIA ARE PURCHASED AND DISTRIBUTED DIRECTLY BY THE STATE DISTRIBUTING AGENCY.

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

ALL INSTRUCTIONS AND PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

10. Additional State Requirements.

AS OUTLINED UNDER NUMBER 1 ABOVE, THE ONLY VALUE-PASS-THROUGH SYSTEM CURRENTLY ALLOWED BY WV IS FEE-FOR-SERVICE BILLED BY PROCESSOR

AS OUTLINED UNDER NUMBER 2 ABOVE, SUMMARY END PRODUCT DATA SCHEDULES SUBMITTED WITH THIS BID PACKAGE MUST INCLUDE MAXIMUM PRICES WHICH WILL BE CHARGED TO WEST VIRGINIA FOR THE DURATION OF THE AGREEMENT (IF AN AGREEMENT IS AWARDED)

ALL PROVISIONS OF THE INVITATION TO BID AND ATTACHMENT A – SPECIFICATIONS ARE BY REFERENCE INCORPORATED HEREIN

Rev. 09/08

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:**
N/A 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,**

N/A 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,**

N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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: Giorgio Foods, Inc. **Signed:** John Mayer

Date: 5/23/12 **Title:** President

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

RFQ No. AGR1235

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 owned 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: Giorgio Foods, Inc.

Authorized Signature: John Mayer Jr. Date: 5/23/12

State of Pennsylvania

County of Berks, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of May, 2012.

My Commission expires 3/10/2015, 2012.

AFFIX SEAL HERE

NOTORY PUBLIC Stacy L Heck

NOTARIAL SEAL
STACY L HECK
Notary Public
MUHLENBERG TWP, BERKS COUNTY
My Commission Expires Mar 10, 2015

SEPDS A

SUMMARY END PRODUCT DATA SCHEDULE

GIORGIO

VALUE PASS THROUGH SYSTEMS APPROVED:

☑ **National Summary**
(EPDS approved by USDA)

☐ **State Summary**
(EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- ☐ Reflects Change in Formulation *(Italic)*
- ☐ Additional Products Listed
- ☑ Corrected/Revised: Bulk cheese codes change on January 1, 2013

B049/100022 becomes 110242

- ☐ Direct Sale
- ☐ Refund to Recipient Agency
- ☐ Net Price Through Distributor
- ☐ Fee for Service (billed by Processor)
- ☐ Fee for Service (billed by Distributor)

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

Certified by State Agency

End Product Code & Description		Net Weight Per Case	Servings Per Case	Net Weight per Serving	Item Code	New WBSCM Item Code	New WBSCM Description	DF Inventory Drawdown per case	By Products Produced*	Value per pound of DF (contract value)	Value of DF per case (F x H)	Effective Date	State Agency Acceptance/Approval ☐Check for quick approval	Fee For Service Pricing
A		B	C	D		E		F	G	H	I	J	K	
Mozzarella Cheese														
Pizza														
5245	16" Today's Choice Wedge Cut WHEAT 100% Pizza	32.28	96	5.38	B077	100042	CHEESE MOZ LM PART SKIM UNFZ PROCESSR PK	9.00	No	$1.5407	$13.87			$34.55
5250	5" Today's Choice WHEAT Cheese Pizza	27.00	72	6.00	B077	100042	CHEESE MOZ LM PART SKIM UNFZ PROCESSR PK	6.75	No	$1.5407	$10.40			$33.90
8371	**5 Inch Southwest Pizza**	23.42	72	5.20	B077	100042	CHEESE MOZ LM PART SKIM UNFZ PROCESSR PK	3.05	No	$1.5407	$4.70			$37.00
	Product name change				B032	100002	CHEESE CHED WHT SHRED BAG-6/5 LB	1.13	No	$1.5407	$1.74			
					B064	100017	CHEESE PROCESS LVS-6/5 LB	0.32	No	$1.5407	$0.49			
8391	5 inch Wheat Pizza, Reduced Sodium	21.87	72	4.86	B077	100042	CHEESE MOZ LM PART SKIM UNFZ PROCESSR PK	7.20	No	$1.5407	$11.09			$30.45

PROCESSOR:

Giorgio Foods, Inc.
Name of Company

David Anspach/QC
Name and Title of Authorized Representative

Signature — 2/29/2012 Date Signed

USDA APPROVAL:
(not applicable for state summary)

FNS FDD HQ
Name of Approving Agency

Sherry Thackeray-Comm. Processing
Name and Title of Authorized Representative

Signature — 3/22/2012 Date Signed

STATE AGENCY APPROVAL:

Name of Approving Agency

Name and Title of Authorized Representative

Signature — Date Signed

*If by products are produced, provide value and method credit will be given

Giorgio.

5245 16" 100% Cheese Pizza With Whole Wheat Crust 96 Count

5245

CN

083685

CN Each 5.17 oz. slice of cheese pizza provides 2.0 oz. equivalent meat alternate, 2.0 servings of whole grain-rich/bread and 1/8 cup of red/orange vegetable for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA, 05/12) CN

CN

INGREDIENTS:

Crust: Water, Whole Wheat Flour, Unbleached Enriched Wheat Flour (wheat flour, malted barley flour, niacin, reduced iron, thiamin mononitrate, riboflavin and folic acid), Wheat Protein Isolate, Sugar, Soy Protein Isolate, Modified Wheat Starch, Yeast, Salt, Canola Oil.

Topping: Mozzarella cheese (Pasteurized Whole and / or Part Skim Milk, Cultures, Salt, Enzymes).

Sauce: Tomatoes (Water, Tomato Paste), Sugar, Garlic, Basil, Salt, Oregano.

HEATING INSTRUCTIONS

Oven Baking Preheat oven to 325 degrees F. Place the pizza in the pre-heated oven. Cook for 10 minutes or until cheese starts to brown.

96- 5.17 oz servings
NET WEIGHT: 31.00 lbs.

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

KEEP FROZEN

Distributed by: Giorgio Foods, Inc., P.O. Box 96, Temple, PA 19560

Item #	5245	Vitamin A	10%
Calories	340	Vitamin C	20%
Calories from Fat	100	Calcium	35%
Total Fat	11g	Iron	10%
Sat Fat	6g		
Trans Fat	0g	Case Count	12
Cholesterol	25mg	Servings per Case	96
Sodium	450mg	Serving Size	5.17 oz
Carbohydrate	39g	Case Cube	1.74
Dietary Fiber	5g	GR WT per Case	32.5
Sugar	7g	Net WT Per Case	31
Protein	24g	Pallet Configuration	6 x 5 = 30
CN CONTRIBUTION – 2 M/M, 2 BREAD, 1/8 cup VEG			

Giorgio.

8371 5" SOUTHWESTERN PIZZA
72 Count

8371

CN

082976

CN

Each 5.22 oz. Southwestern pizza provides 2.0 oz. equivalent meat alternate, and 2.25 oz of equivalent grains for the Child Nutrition Meal Pattern Requirements.
(Use of this logo and statement authorized by the Food and Nutrition Service, USDA, 05/12)

CN

CN

INGREDIENTS:

Black Beans (Black Beans, Water, Salt And Ferrous Gluconate),Water, Mozzarella Cheese (Pasteurized Whole And/Or Part Skim Milk, Cultures, Salt, Enzymes), Whole Wheat Flour, Unbleached Enriched Wheat Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin And Folic Acid), Cheddar Cheese, (Cultured Pasteurized Milk, Salt, Enzymes, Artificial Color), Wheat Protein Isolate (Wheat Gluten, Lactic Acid, And Sulfite), Diced Jalapenos (Jalapeno Peppers, Water, Salt, Citric Acid And Calcium Chloride), Soy Protein Isolate, Sugar, Cheese Blend [Cheddar Cheese (Pasteurized Milk, Cheese Culture, Salt, Enzymes), American Cheese [(Milk, Cheese Culture, Salt And Enzymes), Water, Dry Cream, Milkfat, Sodium Citrate, Salt, Sorbic Acid {Preservative}, Annatto And Oleoresin Paprika Color (If Colored), Soy Lecithin {Release Agent}], Modified Wheat Starch, Yeast, Nacho Seasoning [Enriched Bleached Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Whey, Maltodextrin, Cheddar/Romano Cheeses (Pasteurized Milk, Cheese Cultures, Salt, Enzymes), Whey Protein Concentrate, Lactose, Onion Powder, Palm Oil, Salt, Tomato Powder, Yeast Extract, Corn Syrup Solids, Garlic Powder, Citric Acid, Dextrose, Sugar, Spice, Turmeric Extract {Color} Paprika Extract {Color} And Less Than 2% Silicon Dioxide {Anti-Caking Agent}], Oil (May Contain Soy, Olive, Canola Or Cottonseed Oils), Salt.

CONTAINS: MILK, SOY, WHEAT

COOKING INSTRUCTIONS:

BAKE: KEEP FROZEN. Convection Oven: Preheat oven to 325 degrees. Place pizza on sheet tray, bake for 6-9 minutes. **Conventional Oven:** Preheat oven to 400 degrees. Place pizza on sheet tray. Bake for 12-15 minutes.
Impingement Oven: Preheat oven to 400 degrees. Bake for 6-9 minutes or until cheese bubbles and crust is crisp.

OVEN TEMPERATURES MAY VARY - ADAPT DIRECTIONS TO INDIVIDUAL OVENS.

CN CONTRIBUTION – 2 M/MA, 2.25 BR,

NET WT 23.5 LBS KEEP FROZEN

Giorgio Foods, Inc. P.O. Box 96, Temple, PA 19560 USA

72- 5.38 oz servings
NET WEIGHT: 24.21 lbs.

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

KEEP FROZEN

Distributed by: Giorgio Foods, Inc., P.O. Box 96, Temple, PA 19560

Nutrition Facts

Serving Size 1 pizza (152g)
Servings Per Container 72

Amount Per Serving	
Calories 350	Calories from Fat 90
	% Daily Value*
Total Fat 10g	15%
Saturated Fat 5g	25%
Trans Fat 0g	
Cholesterol 25mg	8%
Sodium 500mg	21%
Total Carbohydrate 42g	14%
Dietary Fiber 7g	28%
Sugars 6g	
Protein 24g	

Vitamin A 6%	• Vitamin C 8%
Calcium 25%	• Iron 15%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs

	Calories	2,000	2,500
Total Fat	Less than	65 g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram
Fat 9 • Carbohydrate 4 • Protein 4

Giorgio.

8391 5" REDUCED SODIUM WHEAT PIZZA

40% Less Than Our 5" Regular Wheat Pizza

72 Count

8391

CN

082977

CN

Each 4.78 oz. Wheat pizza provides 2.00 oz. equivalent meat alternate, and 2.25 oz equivalent grains for the Child Nutrition Meal Pattern Requirements.
(Use of this logo and statement authorized by the Food and Nutrition Service, USDA, 05/12)

CN

CN

INGREDIENTS:
Mozzarella Cheese (Pasteurized Whole And/Or Part Skim Milk, Cultures, Salt, Enzymes), Water, Whole Wheat Flour, Unbleached Enriched Wheat Flour (Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin And Folic Acid) Wheat Protein Isolate (Wheat Gluten, Lactic Acid, And Sulfite), Tomato Paste (Water, Tomatoes), Sugar, Modified Wheat Starch, Soy Protein Isolate, Yeast, Oil (May Contain Soy, Olive, Canola Or Cotton Seed Oils), Salt, Garlic Powder, Basil, Oregano

CONTAINS: MILK, SOY, WHEAT

COOKING INSTRUCTIONS:
BAKE: KEEP FROZEN. Convection Oven: Preheat oven to 325 degrees. Place pizza on sheet tray, bake for 6-9 minutes.
Conventional Oven: Preheat oven to 400 degrees. Place pizza on sheet tray. Bake for 12-15 minutes.
Impingement Oven: Preheat oven to 400 degrees. Place pizza on sheet tray. Bake for 6-9 minutes or until cheese bubbles and crust is crisp.

As compared to 690 mg Sodium in our 5250 Wheat Pizza

OVEN TEMPERATURES MAY VARY - ADAPT DIRECTIONS TO INDIVIDUAL OVENS.

CN CONTRIBUTION – 2 M/MA, 2.25 BR

NET WT 21.50 LB KEEP FROZEN

Giorgio Foods, Inc. P.O. Box 96, Temple, PA 19560 USA
Phone: (610) 926-2139 Fax: (610) 926-7012 Web: www.giorgiofoods.com

72 – 4.78 OZ SERVINGS
NET WEIGHT: 21.50 LB

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

Nutrition Facts
Serving Size 1 slice (138g)
Servings Per Container 72

Amount Per Serving	
Calories 340	Calories from Fat 100
	% Daily Value*
Total Fat 11g	23%
Saturated Fat 6g	40%
Trans Fat 0g	
Cholesterol 25mg	10%
Sodium 400mg	32%
Total Carbohydrate 37g	15%
Dietary Fiber 5g	8%
Sugars 6g	
Protein 25g	

Vitamin A 8%	• Vitamin C 15%
Calcium 35%	• Iron 15%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Item #	**8391**	**Vitamin A**	**8%**
Calories	**340**	**Vitamin C**	**15%**
Calories from Fat	**100**	**Calcium**	**35%**
Total Fat	**11g**	**Iron**	**15%**
Sat Fat	**6g**		
Trans Fat	**0g**	**Case Count**	**72**
Cholesterol	**25mg**	**Servings per Case**	**72**
Sodium	**400mg**	**Serving Size**	**4.78 oz**
Carbohydrate	**37g**	**Case Cube**	**1.26**
Dietary Fiber	**5g**	**GR WT per Case**	**21.5**
Sugar	**6g**	**Net WT Per Case**	**23**
Protein	**25g**	**Pallet Configuration**	**8 x 6 = 48**
CN CONTRIBUTION – 2 M/M, 2.25 BREAD			

Giorgio.

5250 5" 100% Cheese Pizza With Whole Wheat Crust

5250

CN

083683

CN Each 5.78 oz. cheese pizza provides 2.0 oz. equivalent meat alternate, 2.5 servings of whole grain/ rich grain- bread and 1/8 cup of red/orange vegetable for the Child Nutrition Meal Pattern Requirements. (Use of this logo and statement authorized by the Food and Nutrition Service, USDA, 05/12) CN

CN

INGREDIENTS:

Crust: Water, Whole Wheat Flour, Unbleached Enriched Wheat Flour (wheat flour, malted barley flour, niacin, reduced iron, thiamin mononitrate, riboflavin and folic acid), Wheat Protein Isolate, Sugar, Soy Protein Isolate, Modified Wheat Starch, Yeast, Salt, Canola Oil.

Topping: Mozzarella cheese (Pasteurized Whole and / or Part Skim Milk, Cultures, Salt, Enzymes).

Sauce: Tomatoes (Water, Tomato Paste), Sugar, Garlic, Basil, Salt, Oregano.

COOKING INSTRUCTIONS

Oven Baking Preheat oven to 325 degrees F. Place the pizza in the pre-heated oven. Cook for 10 minutes or until cheese starts to brown.

72-5.78 oz servings
NET WEIGHT: 26.0 lbs.

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

KEEP FROZEN

Distributed by: Giorgio Foods, Inc., P.O. Box 96, Temple, PA 19560

Item #	5250	Vitamin A	10%
Calories	370	Vitamin C	20%
Calories from Fat	90	Calcium	35%
Total Fat	10g	Iron	15%
Sat Fat	6g		
Trans Fat	0g	Case Count	72
Cholesterol	25mg	Servings per Case	72
Sodium	680mg	Serving Size	5.78 oz
Carbohydrate	45g	Case Cube	1.26
Dietary Fiber	6g	GR WT per Case	27.5
Sugar	8g	Net WT Per Case	26
Protein	26g	Pallet Configuration	8 x 6 = 48
CN CONTRIBUTION – 2 M/M, 2.5 BREAD, 1/8 cup VEG			

REFERENCES

Dade County School District
7042 West Flagler Street
Miami FL 33144-2703
Contact: Carol Chong
Phone # 786-275-0446
Fax # 786-995-3104
Email: cchong2@dadeschools.net

Broward County School District
7720 West Oakland Park Blvd, Suite 204
Sunrise FL 33351
Contact: Raymond Papa
Phone: 754-321-0226
Fax: 954-765-6980
Email: raymond.papa@browardschools.com

Philadelphia City School District
440 North Broad Street - 3rd Floor
PHILADELPHIA PA 19130
Contact: Angelo Morelli
Phone: 215-400-5547
Fax: 215-875-3165
Email: amorellijr@philasd.org