

Request for [Quotation

RFQ NUMBER DBSM121059 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF SHELLY MURRAY

304-558-8801

540-432-3416 *709033929 SYSCO VIRGINIA LLC 5081 SOUTH VALLEY PIKE PO BOX 20020 HARRISONBURG VA 22801

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT 301 EAST MAIN STREET

ROMNEY, WV 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
05/09/2012 BID OPENING DATE: (DID OR	DENTING TIME 01.	2 O DM
				30PM
LINE QUA	NTITY UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
RECEIVE	DDENDUM IS ISSUEI	ENDUM NO. 1 TO ADDRESS THE QUESTION SUBMISSIO		
0001 PRODUCE	1	390-84	-	
EXHIBIT	г 10			
		REQUISITION NO).: DBSM121059	
ADDENDU	JM ACKNOWLEDGEMEN	NT		
ADDENDU	JM(S) AND HAVE MA	CEIPT OF THE FOLL DE THE NECESSARY OR SPECIFICATION,	REVISIONS TO ETC.	
ADDENDU	M NO.'S:		RECE	IVED
NO. 1 .			2012 MAY 23	PM 12: 38
NO. 2 .			WV PURCI	HASING
мо. з .			DIVISI	
CIONATURE	SEE RE	EVERSE SIDE FOR TERMS AND CONT	DITIONS DATE	
SIGNATURE		TELEPHONE	DATE	
TITLE	FEIN	· · · · · · · · · · · · · · · · · · ·	ADDRESS CHANGES	TO BE NOTED ABOVE

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).



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301 EAST MAIN STREET ROMNEY, WV

26757-1894 304-822-4810

DATE PRIN	ITED TI	ERMS OF SALE	SHIP VIA	F.O.B,	FREIGHT TERMS
05/09/					
BID OPENING DATE	05/24		BID	OPENING TIME 01	;30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
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1	NOTE: THIS A	O.	OF ADDENDUM NO.	QULD BE SUBMITTED	
SIGNATURE		SEE RE	VERSE SIDE FOR TERMS AND CO	ONDITIONS DATE	
DIGINATORE			TELEFRONE	DATE	
TITLE		FEIN		ADDRESS CHANGE	S TO BE NOTED ABOVE

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Addendum No. 1

Question:

How do you expect vendors to submit wholesale pricing before we deliver on product that is priced daily? I'm not sure that is possible to be exact on, however we can be exact on the % we will bill?

Response:

The wholesale price submitted is for bid comparison purposes only. In order to have equivalent data to compare from, the vendor should submit wholesale prices based on the date of May 14, 2012. Based on wholesale prices for that date, the vendor should establish the percent (%) mark-up. The percent (%) mark-up will remain fixed for the life of the contract.



VENDOR

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

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301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-

304-822-4810

DATE PRIN	TED	TEF	MS OF SAL	E	SHIP	/IA		F.O.B.	FREIGHT TERMS
04/25/	2012								
BID OPENING DATE:	* * * * * * * * * * * * * * * * * * *	05/24/	2012	Constant Constant		BID	OPEN	NING TIME 01	:30PM
LINE	QUAI	NTITY	UOP	CAT. NO.	ITEM NUM	/BER		UNIT PRICE	AMOUNT
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SIGNATURE				SEE RE	VERSE SIDE FOR T	ERMS AND COI TTELEPHONE	NDITION	√S DATE	
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FREIGHT TERMS F.O.B. DATE PRINTED TERMS OF SALE SHIP VIA 04/25/2012 BID OPENING DATE: 01:30PM 05/24/2012 BID OPENING TIME CAT. ITEM NUMBER UNIT PRICE AMOUNT LINE QUANTITY UOP UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY DELIVERY DURING THE TERM OF THE CONTRACT, ORDERED FOR WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FFIN ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRIN	TED	TER	MS OF SAL	E	SHIP VI	V	F.O.B			FREIGHT TERMS
04/25/							DENIENO T	7 14 5	01.70	DM
BID OPENING DATE:		05/24/	160000000000000000000000000000000000000	CAT.			PENING T		01:30	
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		VELOPE			THIS INFO D MAY NOT			FACE O)F	
	BUYER:				SHELLY	MURRAY				
	RFQ. N	0.:			DBSM12	1059				
	BID OP	ENING	DATE:		05/24/2	2012				
	BID OP	ENING	TIME:		1:30 PM	1				
					UMBER IN ON NG YOUR BE	ID:	IS NECES	-)	
	CONTAC -	T PERS	ON (P	LEASE	PRINT CLI			-		
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CIONATURE				SEE RE	VERSE SIDE FOR TE	ERMS AND CON	IDITIONS	ln.	ATE	
SIGNATURE						ICCEPTIONE		U.		
TITLE		F	EIN				ADDR	ESS CHAN	IGES TO	BE NOTED ABOVE

PUD FORM FOR FOOD COMMODITIES -- PRODUCE -- WY SCHOOLS FOR THE DEAF AND THE BLIND DBSM121059

BID FORM FOR FOOD COMMODITIESPRODUCE WV S DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL
PRODUCE					120/	437.73	D . 1. 0.5	
ALFALFA SPROUTS 12/.2502	1	4 OZ	36 27	Charles and the latest and the lates	12%		Packer	11.5001
APRICOTS I I III T	1	15 LB- 16#	84 90	/ \	1290		Packer	July = Sept
APPLE GALA 100/113 CT		40 LB		32.00	1290	3927.27	Packer	
APPLE GLDN DEL FCY 100CT		40 LB	-	27.90		3424.09	Packer	
APPLE GRANNY SMITH FCY 100CT	1	40 LB	18	300		Name and Address of the Owner, where the Owner, which is the Owne	Packer	
APPLE RED DEL FCY 163 CT	1	40 LB		24,00	120/0	1006.36		-
APPLE RED DEL FCY 125 CT		40 LB		25,43	1200	3119.73	Packer	
APPLE RED DEL/GLDN/PEAR COMBO	20	LB.		28,53	1200	1458.92	Packer	
ARUGULA FRESH		1 LB.	12		12010	126.82	Packer	
ASPARAGUS FRESH STD	1	11 LB.	12	27.37	12010	373.23	Packe (-
AVOCADO 112CT	1 ONLY	1		10170	12010	20,45	Proker	
AVOCADO	1	48 CT		42.80	12010	875.45	Packer	
BANANA FRESH	1	40 LB.	225	22.27	10010	5567,50	Yacke C	
BANANA FRESH	1	10 LB.	12	LET .	10010	192.93	Packer	-
BANANA FRESH GREEN	1	40 LB.	115	22.27	10%	2845.41	Packer	/
BASIL FRESH	1	1 LB.	12	1600		125.45	Shenandoa	1
GREEN BEAN TRIMMED FRESH	2	5 LB.		20,20	1290	2065,91	54500	
BLUEBERRY FRESH	12	.5 PT	32	26,45	12010	961,82	Packer	
BROCCOLI FLORET MINI	4	3 LB	36	18.54	1290	759.27	54500	
BROCCOLI FLORET MINI	1 ONLY	3 LB	45	4,64	1200	237,27	34300	
CABBAGE GREEN FRSH MEDIUM	1	25 LB	12	10.11	12010	137.86	SY500	
CABBAGE GREEN FRSH SACK LARGE	1	50 LB	5	12.01	1290	68.24	Packer	
CABBAGE RED SHRED 1/8"	1	5 LB.	10	8.55	12010	97.16	545CO	
CABBAGE SHRED FINE CUT SLAW NO SOLLS		5 LB.	25 50	14,55	12010	1413.35	SUSCO	
CABBAGE SHRED FINE CUT SLAW	4	5 LB.	4	14,55	1200	Lela 14	59500	
CARROT BABY WHOLE PEELED FRESH	1 ONLY	1 LB.	50	184	1090	44,70	Parker	<u> </u>
CARROT JUMBO FRESH	1	50 LB	5	17.00	(2%)	102 27	54300	
CARROT STICK ST 3/8 IN x 4 IN		5 LB.	50	8.45	120/0	480,11	54500	
CAULIFLOWER CELLO WRAPPED FRESH		EACH	50	16.34	12010	928,41	54300	
CAULIFLOWER FLORET MINI CUT	1 ONLY	3 LB	40	-	1200	306.14	Sisco	
CELERY FRESH	1	30 CT	5		12010	114,77	54260	
CELERY FRESH I lle C+	1 ONLY	EACH	40		12010	369.55	54500	
CELERY STICK FRESH 4 IN		5 LB.	15	32.65		554.53	54300	
		4 OZ		4,15	12010	64,97	Packer	
CLEMENTINES 1 5 H		21 CT	30		1290	187,50	Packer	Dec-Jan

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY	
COLLARD GREENS	1	1818 124			1290	177,27	Packer		128
CILANTRO FRESH		4 0Z	10	200	12010	32.39	Packer	 	ILET
CRANBERRIES FROZEN 25#	24	12 OZ		-11,70	12%	146,25	54300		252 722
CUCUMBER ENGLISH FRSH		12 CT	50	11190	1000	1101.11	Packer	-	1000
CUCUMBER SELECT FRESH		1 50-55 LB.	12	2.5	100/0	244,53	Packer		132
DILL BABY FRSH HERB		1 4 OZ	10	2.00	1200	34.66	Packer	-	128
EGGPLANT WHL FRESH		L BUSHEL		14,40	1200	199,09	Packer	-	128
GARLIC CLOVE FRESH	5 LB.	UNSIZED	2	100	12010	28:30	Packer		
GARLIC PEELED FRESH JAR	1 ONLY	5 LB.	12	0.10	12010	117.78	5 y 500		182
GRAPE RED SEEDLESS		1 18 LB		29,50		7375.00	Packer		20
GRAPE RED SEEDLESS FRSH		1 5 LB.	30	100	1000	502,33	Parker	+	135
GRAPE WHITE SEEDLESS FRESH (SELEN		1 18 LB.	225			11862,50	Packer	-	ح سا
GRAPE WHITE SEEDLESS FRESH		1 5 LB.	30		NB	NB	0.11.		100
GRAPEFRUIT RUBY RED FRESH		1 40 CT	15		1200	399.72	Packer		1380
GRAPEFRUIT SEGMENTS		2 8 LB.		30.74	1200	4(9,18	Packer	-	389
GREEN COLLARD FRESH		1 BUSHEL	10		120/0	133.64		+	1333
KALE CO 1/12-CT		1 EACH	24	11000	120/0	39,27	Packer		100
KIWI FRUIT FANCY FRESH		1 36 CT	40	1000		477,27	Packer	-	103
LEMON FRESH		1 12 CT	10	1000	12010	72.05	NAME AND ADDRESS OF THE OWNER, WHEN PERSON NAMED IN		167
LETTUCE CELLO WRAPPED 1 4 CT	1 ONLY	EACH	96	1 44 1	1,2010	94.83	54500	+	167
LETTUCE CELLO WRAPPED 46 CT		4 EACH	9				54500 Susc 0		1190
LETTUCE GREEN LEAF LIE CT	1 ONLY	EACH	40		12010		54500		161
LETTUCE GREEN LEAF 414 CT		1 24 CT		20.33				 	606
LETTUCE MIX		4 5 LB.	80	1 1 0 0 1		1561.78	54500 54500	+	666
LETTUCE MIX	1 ONLY	5 LB.	225						167
LETTUCE RED LEAF		1 24 CT		20.70	(290	The second secon	54500		241
LETTUCE ROMAINE HEART OF FRESH		4 12 CT		131.14	1200	576.55	Packer		513
LETTUCE SHRED 1/4"		4 5 LB.		15.05	120/0	61.91	34300		241
LIME FRESH		1 12 CT	12		1200		NAME AND ADDRESS OF THE OWNER, WHEN PERSON AND POST OFFICE ADDRESS OF THE OWNER, WHEN PERSON AND POST OFFI THE OWNER, WHEN	+	112
MANGO FRESH		1 8-12 CT	48	1 1 0 0		7/1/	Packer Sysco	+	68
MELON CANTALOUPE CHUNK		1 8 LB.		15.15	1290	172.16	Darker	+	100
MELON CANTALOUPE FCY FRESH		1 18 CT		131,20	1290	200	34500	+	lile
MELON CANTALOUPE FCY FRESH		1 6 CT	40		1200	622,27	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM		168
MELON HONEYDEW CHUNK		1 8 LB.	10	100	1200	172.16	54500	+	48
MELON HONEYDEW FRESH		1 8 CT	20			271.09	Packer	1	691
MELON HONEYDEW FRESH		1 3 CT.		2 12.19	12010	166.23		-	١٩١١
MELON WATERMELON FRESH		1 EACH	70	7,20	12010	572.73	Packer		Jioo

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	COST	PROPOSED BRAND/ PACKAGING	ONLY	
MELON WATERMELON SEEDLESS	1	4 CT.	10	21,70	120/0	246.59	Packer		6
MELON WATERMELON WHOLE SEEDLESS FRESH	1	1 CT.	70	2.04	1290	561.59	lacker		10
MESCLUN SPRING SALAD MIX	1	3 LB	55	9.31	1290	581,88	5450		3
MUSHROOMS LARGE	1	3 LB	25	7.95	1290	225.85	Packer		1
MUSHROOMS MEDIUM	1	10 LB.	10	16.57	1290	188,30	1 54500		1
MUSHROOM PORTABELLA #1 BULK	1	5 LB.	20	9.57	1290	217.50	5/500		3
MUSHROOMS SHITAKE	1	3 LB	8	16,25		147,73	Packer		1
NECTARINES 1/20 #	1	15 LB.	132 275		NB	NB	NB	May June	4.
DNIONS GREEN SPRING 4/2#	48	4'S	8	15.02	12010	136.55	Sy500		12
DNIONS GREEN SPRING	1 ONLY	4'S	24		1200	34,14	5 4500	-	7
DNION RED MED FRESH CARTON	1	25 LB	18	0 10 1	1200	398.25	SUSCO	-	Ş
DNION VIDALIA FRESH	1	40 LB	10	23.45		293,13	Packer	-	5
DNION VIDALIA FRESH	1	1 LB.	240		'NB	NB	101/2		4
DNION WHITE JMBO FRESH	1	10 LB.	10		12010	113.64	Packer		15
DNION YELLOW DICED 1/4"	4	5 LB.	20	23.45	12%	537.50	54300		1
NION YELLOW DICED 1/4"	1	5 LB.	20	1 0 /	1290	178.41	54500		-16
DNION YELLOW JUMBO FRESH BOX	1	50 LB.	10	-	1200	185,11	154500		7
NION YELLOW MEDIUM FRESH CTN	1	50 LB.	8	1000	12%	146.82	5/500		2
NION YELLOW SLICED 1/4"] 4	5 LB.		22,80	1270	259,09	Sys(0		7
ONION YELLOW SLICED 1/4"	1	5 LB.	7 28	122,80	1200	181,36	Sysco	-	1
DRANGE NAVEL CHOICE FRESH] 1	5 LB.	50	7 1	1090	385.56	54500		i
DRANGE SECTIONS	1	8 LB.	15		1200	279,55	54300		-0
DRANGE VALENCIA CHOICE FRESH	1	88 CT	48	000	1290	1260.55	54300		
DRANGE VALENCIA CHOICE FRESH	1	113 CT	48	117.	(2010	1284.00	54500		7
APAYA	1	8-12 CT	45		NB	NB			1
ARSLEY CLEAN WASH FRESH HERB	1 ONLY	1 LB.	12		1200	50,11	34500		0
ARSNIP BULK	1	25 LB		22,45	1290	51,02	tacker	-	10
EA SNOW TRIMMED FRESH	1	10 LB.		15,70	1290	854.36	Racke C	201.0.1	
EACHES FRESH LOCAL GROWN	1	25 LB	Construction of the last of th	25.75	1290	2926,14	Packer	Sept-Oct	4
EARS D'ANJOU	1	4/5/ BUSHEL	200	4 3	NB	NB	1	-	۱,
EAR WESTERN 120 CT FRESH	1	4/5 BUSHEL	45	201		1449,15	Packer		1/4
EAR WESTERN FRESH	1	5 LB.	25		120/0	230,40	54300		14
EPPER BELL RED FRESH	1	3 LB		6,91	1200	157.05	54500		8
EPPER BELL RAINBOW PREMIUM GOURMET LARGE	1	11 LB.	24	30.63	1200	835,36	54500		
EPPER BELL YELLOW FRESH	1	3 LB	20	8111	12010	184,32	54300		12
EPPER BELL GREEN CHOPPED 15±	1	25 LB	100 20	17,15	10%	1905.56	54500		2
EPPER GREEN BELL FRESH	1	3 LB	150	6.61	(00/1	1101.67	54500]

DESCRIPTION	PACK SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	ONLY	
PEPPER YELLOW BELL FRESH	1 15 LB.	24	755	1200	859.09	Packer		2030
PINEAPPLE CHUNK GOLDEN RIPE	1 8 LB.	48	18.75		1022.73	Sysco		250
PINEAPPLE GOLDEN RIPE FRESH	1 6 CT	10	15.50	12010	176.14	Racker		7-11
PLUMS, RED OR BLACK	1 25 LB	90 400	LOCAL TOTAL	1200	2863.64	Yorker	July-Dec	203
POTATO BAKING IDAHO	1 80 CT	50	1/ 1/ 4/ 0/	1090	997.22			100
POTATO BAKING IDAHO FRESH	1 60 CT	25	1	10%	495.56	the second named in column 2 is not the owner, where the party is not the owner, where the party is not the party in the party in the party is not the party in the party is not the party in the party in the party is not the party in the party in the party in the party is not the party in		100
POTATO BAKING IDAHO FRESH	1 90 CT	25	18.00	1000	501,67	345CO		100
POTATO BAKING IDAHO FRESH	1 100 CT	70	18.06	1090	1404,67			100
POTATO BAKING IDAHO FRESH	1 70 CT	25	17.95	100	498,601	54500		100
POTATO COOKING OR WHITE	1 50 LB	10	15.75	10.10	175.00			131
POTATO RED US #1 512E 14	1 50 LB	40	18,00	10%	800,00	Packer		275
POTATO RED SMALL "NEW"	1 5 LB.	13 2		100/0	115.56	Hacker		939
POTATO WHITE SMALL "NEW"	1 5 LB.	25		NB	NB			1
POTATO SWEET FRESH MEDIUM	1 40 LB	40		10%	800,00	Packer		ar
POTATO SWEET FRESH	1 20 LB	25		10%	368189	54500		800
POTATO YUKON GOLD 1 50 #	10 5 LB.	40		1070	1022,22			40
RADICCIO 1/12 CT	1 9 CT	The second livery was a second livery with the second livery was a second livery was a second livery was a second livery with the second livery was a second livery with the second livery was a second livery was a second livery with the second livery was a second livery was a second livery was a second livery was a second livery with the second livery was a s	14,50	1200	148,30	Packer		104
RADISH RED CELLO PACK FRESH	6 6 OZ	40		1270	-256.36	Packer		118
RASPBERRY RED FRESH	12 .5 PT	48	1// 11/0/0	1290	1745.45			JIN8
ROSEMARY FRESH	1 4 OZ	12	1	1270	42.95	Packer		168
SAGE FRESH	1 4 OZ	10	7.00	1270	43.75	Packer		148
SHALLOT DRY FRESH	1 5 LB.		9,50	1290	21,59	Packer		100
SPINACH BABY FRESH	1 4 LB		12.66	12010	690.55	Packer	-	128
SQUASH BUTTERNUT FRESH	1 35 # AVG.		28.00	1290	254,55	Packer		120
QUASH YELLOW	1 1/2 BUSHE			1200	151.64	Hacke !		241
QUASH ZUCCHINI MEDIUM FRESH	1 1/2 BUSHE			1270	138.68	Packer		451
TARFRUIT	1 15 LB.	30	1 . 4 2 /	NB	NB		-	100
TRAWBERRY FRESH	2 4 LB	80	1 1000		1234,55	the state of the s	-	620
TRAWBERRY FRESH	1 PINT	60	11.	1290	987.95	Packer		
ANGARINES	1 120'S	200	2011.00	10000	4888,89		Dec Jan	
ANGALOS	1 80'S	125	21.00	10%	2916.47	Packer	-	108
ARRAGON FRESH	1 4 OZ		11100	1270	18,18	Packer		168
TOMATO 2 LAYER 5 X 5 FRESH 5X6	1 60 CT	12	13.35	1270	182.05	54500		100
OMATO BULK FRESH MEDIUM	1 10 LB.	80	NB	NB	NB			120
OMATO BULK FRESH MEDIUM 6 x 7	1 25 LB	15	13.40	1200	23182	Yacker		1.20

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY	
TOMATO CHERRY .		1 PT	25	10.10		433.24	Packer		10003
TOMATO GRAPE FRESH TOMATO ROMA		1 PT 25 LB	100	14.77	1290	1638.89	Sysco	<u> </u>	54181
TURNIPS, FRESH	and the same of th	25 LB	4	NB	NB	NB			
* ESTIMATED ORDER QUANTITY PROVIDED FOR BIDDER INFO PURPOSES ONLY AND DOESN'T REPRESENT ACTUAL VOLUME WHICH MAY OR MAY NOT BE EXPERIENCED. ** WHOLESALE COST USED BY BIDDER SHALL BE THE VENDOF PRIOR TO BID OPENING AND IS FOR COMPARISION PURPOSE AWARD THE ACTUAL WHOLESALE COST THE VENDOR PAYS M SUPPORTED BY A COPY OF THE VENDOR'S INVOICE FROM THI				GRAND TOTAL EXTENDED COST	<u>s 112436.96</u>				
***% MARK-UP= YOUR PROFIT, OVERHEAD & DELIVERY VENDOR SHOULD WRITE "nb" for no bid on any item not being bidded Mark-up remains fixed for life of the contract.									
****EXTENDED COST=ANNUAL ESTIMATED ORDER QUANTITY X WHOLESALE COST PLUS % MARK-UP									
*****SEASONALVENDOR SHOULD CHECK IF ITEM IS ONLY AVAILABLE SEASONALLY AND INDICATE TIMES OF YEAR, E.G., MAY-JUNE									

Rev 09/08

Date:

Not Applicable for Sysco VA 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.
	require agains or ded	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.
	author the red deeme	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.
	and a	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	Bidde	r:Signed:

Title:

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

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: Sy 500 VA, LLC 5/19/1/10
Authorized Signature: Date: Date:
State of Vickina
County of Rocking Mam, to-wit:
Taken, subscribed, and sworn to before me this 22 day of May , 20/2
My Commission expires <u>June 30</u> , 20 <u>15</u> .
AFFIX SEAL HERE NOTARY PUBLIC Jony Might

Early reshift Magney fastly
Commencer take of Value Notice y Fastle Suef
My Commission Electronics 20, 2015
TONYA J. KINGHT



SECURED FAX NO. (866) 204-3687

Recurring Billing Credit Card Authorization Agreement

To protect your privacy, this form must be returned to the secure fax number at your local Operating Company and identified as

CONFIDENTIAL - Credit Card Operations. Do not allow anyone else to handle or have your credit card information. The undersigned (CARDHOLDER), who has a financial interest(s) in each business location listed below (LOCATIONS), hereby authorizes SYSCO Corporation and any of its subsidiaries or affiliates (SYSCO) to automatically charge the CARDHOLDER'S below referenced credit card account, on a recurring basis, in an amount equal to the amount of each invoice from SYSCO as payment for goods delivered to any such LOCATION. CARDHOLDER agrees that either SYSCO's invoice or 3rd party carrier's delivery document shall constitute proof of the delivery of goods covered by any such SYSCO invoice. CARDHOLDER hereby agrees that SYSCO may charge CARDHOLDER's credit card the full amount reflected on all invoices for shipments of goods to all LOCATIONS. CARDHOLDER " 's that each invoice or other delivery document will only be executed by his/her designated ** that any such signature is sufficient to establish proof of delivery of such goods. ges that SYSCO will charge the card account for the full amount of any inas practical thereafter. CARDHOLDER agrees to ab YSCO entity delivering the goods (POLICY) and hereby acknow. and any updates are available any time at the delivering operation CARDHOLDER's SYSCO sales representative. CARDHOLDER 'CY. CARDHOLDER understands that in effect until CARDHOLDER sends a termination notice sent via ING ADDRESS]" Attention Cashier. CARDHOLDER must sub tion that has delivered goods to a LOCATION. The SYSCO en 'scontinue using credit card within two (2) business days of receip ANDHOLDER BUSINESS SYSCO Ship To Customer Number (See Invoice) Juer Name: Business Legal Name: Cardholder Billing Street Address: Business DBA Name: City State Zip

Business Street Address: SYSCO Business Card (Y or N) If No, Card Type City Business Name (as it appears on card): State Telephone #: Card Acct Number: Expiration Date (MO/YR)

Cardholder Signature Date

Additional locations may be listed on back of this form, if applicable to your business.