



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

DFS12

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

*709040106 304-472-5500

VENDOR
A F WENDLING INC
176 WOOD ST
PO BOX 661
BUCKHANNON WV 26201

SHIP TO

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/22/2012				

BID OPENING DATE:

04/19/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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:-----RW/FILE 22-----						
RFQ. NO.:-----DFS12-----						
BID OPENING DATE:-----04/19/2012-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
(304) 472-5504						

SIGNATURE

RECEIVED

2012 APR 19 AM 8:40

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

(304) 472-5500

4/18/12

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).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): Daria Tenney						
***** THIS IS THE END OF RFQ DFS12 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

(304) 472-5500

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DFS12 - BID SPREADSHEET

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	SANDWICH BAGS: 5 3/4" X 6 7/8" X 1 1/8" BROWN PAPER GOODS #7A02 OR EQUAL 2000 CT.	CS	62	13.25	821.50
2	SILVERWARE BAGS: PLAIN PAPER, 10" X 2" X 3/4" BROWN PAPER GOODS #8A07 OR EQUAL 2000 CT.	BX	263	16.57	4357.91
3	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM, HEAVY WAXED, NOT PLEATED SWEETHEART R3 OR EQUAL 2400 CT.	CS	108	72.45	7824.60
4	CUP: COLD DRINK, 3 1/2 OZ., FLAT BOTTOM PLEATED FOR DISPENSER SWEETHEART #450 OR EQUAL 2500 CT.	CS	127	52.16	6624.32
5	DISPENSER FOR COLD DRINK CUP, 3 1/2 OZ., FLAT BOTTOM, PLEATED, 1 PER CASE SWEETHEART EAD10 OR EQUAL	CS	1	14.95	14.95
6	MOSAIC 7 1/4 OZ. COLD DRINK CUP FLAT BOTTOM, NARROW BASE FOR COVER ALL LID 2500 CT. SWEETHEART R7N JAZZ OR EQUAL	CS	72	83.50	6012.00
7	LID FOR 7 1/4" COLD DRINK CUP, FLAT BOTTOM, NARROW BASE SWEETHEART L7N OR EQUAL 2500 CT.	CS	1	80.00	80.00
8	CUP: COLD DRINK, 10 OZ., 2,500 PER CASE SWEETHEART R10N N OR EQUAL 2000 CT.	CS	20	102.66	2053.20
9	LID FOR COLD DRINK CUP, 10 OZ., 2,500 PER CASE SWEETHEART L10BLN OR EQUAL 2500 CT.	CS	1	76.87	76.87
10	CUP: HOT DRINK, 6 OZ., FOAM DART 6J6 OR EQUAL 1000 CT.	CS	170	14.54	2471.80
11	LID FOR HOT DRINK CUP, 6 OZ. DART 6JL OR EQUAL 1000 CT.	CS	11	10.05	110.55
12	TUMBLER: 10 OZ., CRYSTAL CLEAR, DISPOSABLE THIN-WALL, ROLLED LIPS, CONSTRUCTED OF HIGH IMPACT POLYSTYRENE PLASTIC DART 10CT10 OR EQUAL 1000 CT.	CS	41	77.82	3190.62
13	CUP: COLD DRINK, 8 OZ., FOAM DART 8J8 OR EQUAL 1000 CT.	CS	1,293	17.00	21981.00
14	LID FOR 8 OZ. COLD DRINK CUP, FOAM 1000 PER CASE - DART 8JL OR EQUAL 1000 CT.	CS	89	10.25	912.25
15	CUP: 12 OZ. COLD DRINK, FOAM DART 12J12 OR EQUAL 1000 CT.	CS	994	24.00	23856.00

16	LID FOR 12 OZ. COLD DRINK CUP, FOAM DART 12JL OR EQUAL	1000 CT.	CS	49	12.81	627.69
17	PLATES: 6" (BREAD & BUTTER), FOAM PACTIV TH1-0006 OR EQUAL	1000 CT.	CS	104	14.86	1545.44
18	PLATES: 9" (DINNER), FOAM PACTIVE TH1-0009 OR EQUAL	500 CT.	CS	284	15.50	4402.00
19	PLATES: 9" (SECTIONAL DINNER), FOAM PACTIV TH1-0011 OR EQUAL	500 CT.	CS	204	15.50	3162.00
20	PLATES: 9" CHINET PRO PAPER (BIO-DEGRADABLE) OR EQUAL		CS	1	76.00	76.00
21	BOWL: 10 OZ. FOAM, (SALAD, CEREAL, SOUP) DART 10B20 OR EQUAL	1000 CT.	CS	409	32.50	13292.50
22	BOWL: 12 OZ. FOAM, (SOUP) SWEETHEART #FS12BN OR EQUAL	1000 CT.	CS	198	16.56	3278.88
23	PLATE: 6" PAPER, LIGHT WEIGHT, 1000 PER CASE PAPERCONC 40100 OR MENDENALL 7606 OR EQUAL	1000 CT.	CS	3	10.60	31.80
24	CARRY-OUT CONTAINER, SANDWICH, FOAM HINGED-LID, 6" X 6" X 3" PACTIV TH1-0080 OR EQUAL	500 CT.	CS	137	18.35	2513.95
25	CARRY-OUT CONTAINER, DINNER, 3 COMPARTMENT, FOAM, HINGED LID, 9 1/8" X 9" X 3 1/4" PACTIVE HLW-0903 OR EQUAL	200 CT.	CS	1794	14.57	26138.58
26	CARRY-OUT CONTAINER, DINNER, SINGLE COMPARTMENT, FOAM, HINGED-LID, 9 1/8" X 9" X 3 1/4" PACTIV HLW-0901 OR EQUAL	200 CT.	CS	23	14.80	340.40
27	FORK: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEFW OR EQUAL	1000 CT.	CS	588	13.00	7644.00
28	KNIFE: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IEKW OR EQUAL	1000 CT.	CS	113	13.00	1469.00
29	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED 1,000 PER CASE - JET IESW OR EQUAL	1000 CT.	CS	1046	13.00	13598.00
30	SPOON: MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED JET IEPW OR EQUAL	1000 CT.	CS	1	13.00	13.00
31	SETS: (FORK, KNIFE, SPOON) MEDIUM WEIGHT, PLASTIC, INDIVIDUALLY WRAPPED - JET 3EW6 OR EQUAL	500 CT.	CS	162	19.25	3118.50
32	FOIL: ALUMINUM, HEAVY DUTY, .001 GAUGE, WRAPPING MATERIAL, 18" WIDTH X 500 FOOT ROLL IN CUTTER BOX ALUMAX 124 OR REYNOLDS #624 OR EQUAL		RL	277	21.25	5886.25
33	PAPER: BUTCHER, WHITE, DRY FINISH, 18" WIDE WRAPPING MATERIAL, 40 LBS. BASIS WEIGHT, 1300 FOOT LENGTH ROLL DURO BAG MFGF. 85093 OR EQUAL	18"x1000'	RL	33	17.62	581.46
34	WRAP: PVC CLEAR WRAPPING MATERIAL		RL	386	13.66	5272.76

	18" WIDE X 2000 FOOT LENGTH ANCHOR PACKAGING PW182 OR EQUAL				
35	HATS OR CAPS: "OVERSEAS STYLE", PAPER LINEN, SANITARY WHITE, DISPOSABLE, ADJUSTABLE, STANDARD FOR FOOD HANDLERS INDUSTRY 1000 CT. ROYAL PAPER RCC2 OR EQUAL	CS	7	62.06	434.42
36	TABLE COVER: PAPER, APPROXIMATELY 40" WIDTH X 300 FOOT LENGTH, ONE ROLL PER CASE - PLEASE SPECIFY THE BRAND ITEM NUMBER, AND COLOR FT. JAMES 810 OR EQUAL	RL	2	14.63	29.26
37	TABLE COVER: ONE LAYER POLYESTER AND TWO LAYERS PAPER OR SIMILAR CONSTRUCTION - APPROXIMATE SIZE 54" X 108". PLEASE SPECIFY THE BRAND, ITEM NUMBER, COLOR PER CASE, AND COLOR 25 CT. FT. JAMES 840-01 OR EQUAL	CS	10	29.00	290.00
38	NAPKINS: DISPENSER TYPE, FOLDED, 1 PLY, FOLDED SIZE: 3 1/2" X 6 3/4", OPEN NAPKIN SIZE IS 12" X 13" FT. JAMES 370-95 OR EQUAL 6000 CT.	CS	5	33.83	169.15
39	NAPKINS: DISPENSER TYPE, FOLDED, 1 PLY FOLDED SIZE: 3 1/2" X 6 3/4", OPEN NAPKIN IS 8" X 13 1/2" FT. JAMES 322091 OR EQUAL 10000 CT.	CS	203	27.00	5481.00
40	NAPKINS: QUARTERFOLD, 1 PLY (LUNCHEON SIZE) OPEN NAPKIN SIZE IS 13" X 13" FT. JAMES 377-06 OR EQUAL 6000 CT.	CS	290	27.00	7830.00
41	NAPKINS: QUARTERFOLD, 1 PLY (DINNER SIZE) OPEN NAPKIN SIZE IS 17" X 17" FT. JAMES 362 OR EQUAL 3000 CT.	CS	285	30.25	8621.25
42	NAPKINS: QUARTERFOLD, 1 PLY (COCKTAIL SIZE) OPEN NAPKIN SIZE IS 10" X 10" FT. JAMES 960-17 OR EQUAL 4000 CT.	CS	1	12.75	12.75
43	NAPKINS: QUARTERFOLD, 2 PLY (DINNER SIZE) OPEN NAPKIN IS 13" X 17" FT. JAMES 313-26 OR EQUAL 3000 CT.	CS	88	34.80	3062.40
44	STRAWS: DRINKING, INDIVIDUALLY WRAPPED - 7 3/4" FT. JAMES/DIXIE ITEM #12205 OR NIAGARA STRAW #1502/375 OR EQUAL 10000 CT.	CS	11	46.23	508.53
45	SETS: (FORK, KNIFE, SPOON & NAPKIN) MEDIUM WEIGHT, PLA INDIVIDUALLY WRAPPED - SOLO 34190 OR EQUAL 500 CT.	CS	7	25.00	175.00

TOTAL

RFQ No. DF312STATE 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 exceeds 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 SIGNATUREVendor's Name: AF Wendling, Inc.Authorized Signature: [Signature] Date: 4/18/12State of WVCounty of Upshur, to-wit:Taken, subscribed, and sworn to before me this 18th day of April, 2012.My Commission expires April 2, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: AF Wendling, Inc.

Signed: [Signature]

Date: 4/18/12

Title: President

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