



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
 VNF1476

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

*C16132728 01 800-624-8578

VENDOR

US FOODSERVICE WV
 2575 VIRGINIA AVENUE
 HURRICANE WV 25526

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED 01/30/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/01/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-84		
FOOD PRODUCTS						
OPEN-END CONTRACT						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE FOOD PRODUCTS FOR THE WV VETERANS NURSING FACILITY LOCATED IN CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/15/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p>						

RECEIVED
 FEB 02 2012
 US FOOD SERVICE
 WV DIVISION

RECEIVED
 2012 MAR -1 PM 12:26
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard D. Harless</i>	TELEPHONE 800-624-8578	DATE FEB. 29, 2012
TITLE BID COORDINATOR	FEIN 36-364-2292	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.</p> <p>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.</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE</p>						

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<p>THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC</p>						

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<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----VNF1476-----</p> <p>BID OPENING DATE:-----03/01/2012-----</p>						

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BID OPENING TIME: -----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-562-3600-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----RICK HARLESS-----						
***** THIS IS THE END OF RFQ VNF1476 *****						TOTAL: <u>78,721.47</u>
<i>EXHIBIT 4 RESPONSE - The prices in this contract may be extended to other political subdivisions of the state, provided such resulting orders MEET US FOODS minimum order requirements.</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard D. Harless</i>	TELEPHONE 800-624-8578	DATE FEB 29, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VNF1476**WV Veteran Nursing Facility****Purpose:**

The purpose of this Request for Quotation (RFQ) is to provide dietary products to the WV Veterans Nursing Facility.

The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg WV 26301. The WV Veteran Nursing Facility is a 120 bed facility for Veterans, with 20 beds for Special Needs Veterans.

Vendor responsibilities:

Samples must be provided upon the request by the Agency, if vendor is bidding an item other than the requested brand.

Vendor shall carry an adequate stock to insure delivery service for duration of the contract.

Orders shall be delivered within 5 days of receipt of order. Upon award of contract the vendor shall contact the Agency to establish a mutually agreeable weekly delivery schedule.

Deliveries must be made Monday – Friday from 8:00am – 3:30pm. Deliveries will not be accepted on Saturday, Sunday or observed holidays. A list of State observed holidays will be provided to vendor upon award of contract.

Vendor shall submit invoices, in arrears, to the Business Office at WV Veterans Nursing Facility.

Vendor must accept the State of West Virginia Purchasing Card for payment of all orders less than \$2,500.00.

Products must have a current manufacture date and a shelf life of at least 90 days. Products that do not meet this requirement will not be accepted. It will be the responsibility of the vendor to pick up any items that do not meet this

requirement, at vendor's expense, and provide an acceptable replacement or credit the Agency's account.

Bid prices shall include delivery.

Agency Responsibilities:

Agency will submit orders by 3:00pm on Friday for delivery the next week.

Agency personnel shall be present at time of delivery to verify quantities received.

Payments in amounts of \$2,500.00 or less shall be paid using the State of West Virginia Purchasing Card.

Agency will work with vendor to establish a mutually agreeable weekly delivery schedule.

Invoice and Payments:

The vendor shall submit invoices, in arrears, on a monthly basis, to the Business Office at the WV Veterans Nursing Facility for all services provided pursuant to the terms of the contract. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Award:

The contract will be awarded to one vendor with the lowest grand total amount meeting all of the specifications with the most complete bid.

Estimated quantities listed on the bid form are for bidding purposes only, more or less may be purchased by the agency.

VNF1476 - BID FORM

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
BREAKFAST:								
Oatmeal, Apple Cinnamon -Instant	Quaker	1.9 oz Bowl	1.0404	24 / 1.9oz	QUAKER	24.97	240 ea	249.70
Oatmeal Brown Sugar - Instant	Quaker	1.9 oz Bowl	1.0404	24 / 1.9oz	"	24.97	480 ea	499.39
CRACKERS/CHIPS:								
100 Calorie Cheese Nip Crackers	Kraft	.74 oz Individual Packs	.4444	72 / .74 oz	KRAFT	32.00	720 ea	319.97
100 Calorie Variety Pack	Kraft	Individual Packs					340 ea	No Bid
Cracker Basket Assortment(Wheat, Melba Toast, Sesame, Ritz)	Nabisco	2 Crackers per Individual PK	.0798	500 / 2ct	NABISCO	39.90	4000 ea	319.20
Potato Chips, Salt Free	Dirty	2 oz Individual Bags					500 ea	No Bid
Frito Lay Assorted Chips	Frito Lay	1 oz Individual Bags	.4492	60ct	Frito-Lay	26.95	2400 ea	1078.08
Assorted Baked Chips	Frito Lay	1 oz Individual Bags	.4492	60ct	"	26.95	2400 ea	1078.08
Cheese -Its	Nabisco	Individual Bags	.4200	60 / 2 oz	KELLOGG	25.20	600 ea	252.00
Goldfish Crackers	Pepperidge Farms	Individually Wrapped	.1638	300 / .75z	PEPPERIDGE FARMS	49.15	3000 ea	491.50
Variety Pack--Sun Chips	Frito Lay	1.5 oz Pack	.4381	64 / 1.5 z	SUNCHIPS	28.04	640 ea	280.38
Ritz (low sodium)	Nabisco	Individually Wrapped	.0878	300 / 2ct	RITZ	26.35	3000 ea	263.50
Captain's Wafers	Lays	Individually Wrapped	.0476	400 / 2ct	HILLTOP WAFFERS	19.05	4000 ea	190.50
Snack Grab-N-Go Assortment	Kelloggs	84 Ct					2520 ea	No Bid
COOKIES/CAKES/PIES:								
100 Calorie Fudge Stripe	Keebler	4.44 oz Individual Packs					1200 ea	No Bid
100 Calorie Chips Ahoy Cookies	Nabisco	.81 oz Individual Pack	.4149	72 / .81 oz	KRAFT	29.87	720 ea	298.70
Short Bread - Sugar Free	Keebler	1.06 oz Individual Bag	.3876	120 / 8ct	KEEBLER	46.51	1200 ea	465.10
Sugar free Crème Cookies	Keebler	3 ct Individual Pack	.4000	120 / 3ct	KEEBLER	48.00	1200 ea	480.00
Sugar Free Soft & Chewy (Lemon, Chocolate Chip)	Burlington Farms	1 Per Pack	.2682	106 / .75 z	BURLINGTON FARMS	28.43	3180 ea	852.88
Soft & Chewy (Chocolate Chip, Sugar, Peanut Butter, Oatmeal Raisin)	Burlington Farms	8015836 238653 5015839 3015831	.1642	216 / .75z	"	35.46	2160 ea	354.60
Apple Cinnamon Snack Cakes	Super Bake	2 oz Individual	.2689	90 / 2 oz	SUPER BAKERY	24.20	2700 ea	726.00
Banana Nut Snack Cakes	Super Bake	2 oz Individual	.2689	90 / 2 oz	"	24.20	900 ea	242.00
Mini Loaves - Blueberry	Super Bake	2 oz Individual	.2689	90 / 2 oz	"	24.20	900 ea	242.00
Sugar Free Fifty-50 Wafers (Chocolate, vanilla, strawberry, vanilla)	Fifty-50	3.50 oz					160 ea	No Bid
Vanilla Wafers	Keebler	Individual Packs	3.35	12 / 12 oz	KEEBLER	40.20	120 ea	402.00

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
SOFT SERVICE ICE CREAM/FROZEN YOGURT:								
Ice Cream Mix Chocolate	Broughton	.5 gal	3.4444	9 / .5 gal	BROUGHTON	31.00	360 ea	1240.00
Ice Cream Mix Vanilla	Broughton	.5 gal	3.4444	"	"	31.00	360 ea	1240.00
Ice Cream-Sugar Free Banana Split	Blue Bunny	1.8 qt					80 ea	NB
Ice Cream-Bunny Traks	Blue Bunny	1.8 qt					40 ea	NB
Yogurt Mix Chocolate	Columbo	.5 gal	7.3667	6 / .5 gal	COLOMBO	44.20	60 ea	442.00
Yogurt Mix Fat Free Vanilla	Columbo	.5 gal	7.3667	6 / .5 gal	"	44.20	60 ea	442.00
Yogurt French Vanilla	Columbo	.5 gal	7.3667	"	"	44.20	60 ea	442.00
Yogurt Mix Peanut Butter	Columbo	.5 gal	7.3667	"	"	44.20	60 ea	442.00
Yogurt Mix Strawberry	Columbo	.5 gal	7.3667	"	"	44.20	60 ea	442.00
Yogurt Mix Peach	Columbo	.5 gal	7.3667	"	"	44.20	60 ea	442.00
Yogurt Mix Pumpkin Pie	Columbo	.5 gal					120 ea	
Yogurt Mix Black Raspberry	Columbo	.5 gal					180 ea	
Yogurt Mix Orange	Columbo	.5 gal	7.3667	"	"	44.20	180 ea	1326.00
Yogurt Mix Banana	Columbo	.5 gal	7.3667	"	"	44.20	60 ea	442.00
Sugar Free Chocolate	Broughton	4 oz Cups	.4031	48 / 4 oz	GLENNVIEW FARMS	19.35	960 ea	387.00
Sugar Free Vanilla	Broughton	4 oz Cups	.4031	48 / 4 oz	"	19.35	480 ea	193.50
Sugar Free Strawberry	Broughton	4 oz Cups					480 ea	
Fruit Snacks:								
Diced Pears in Juice	Dole	4 oz Cups	.5042	48 / 4 oz	MONARCH	24.20	480 ea	242.00
Plums	Sunsweet	Individually Wrapped					240 ea	
Prunes	Sunsweet	Individually Wrapped					240 ea	
Mandarin Orange Cups	Dole	4 oz Cups					480 ea	
Applesauce-Cinnamon	Musselmans	4 oz Cups	72 / 4 oz	2928	MUSSELMANS	28.28	720 ea	282.80
Applesauce-Peach Light	Musselmans	4 oz Cups	48 / 4 oz	4727	MUSSELMANS	22.69	480 ea	226.90
JELLO:								
Kiwi Berry W/Pears	Dole	4.3 oz Individual Cups					360 ea	
Sugar Free Assorted Jello	Jello	4.3 oz Individual Cups	.4958	48 / 3.25	JELLO	23.80	480 ea	238.00
Orange Jello W/Mandarin Oranges	Jello	4.3 oz Individual Cups	.6297	36 / 4.3	DOLE	22.67	360 ea	226.70
BEVERAGES:								
Juice Apple Bag-N-Box 5+1	Lemon-X	3 gal	73.40	3 GAL	THIRSTEER	73.40	90 ea	6606.00
Juice Cranberry Select Bag-N-Box 5+1 12%	Lemon-X	3 gal	72.60	3 GAL	"	72.60	60 ea	4356.00
White Grape Juice-Bag-N-Box	Lemon-X	3 gal	68.76	3 GAL	"	68.76	30 ea	2062.80
Juice Orange Bag-N-Box 4+1 100%	Lemon-X	3 gal	88.82	3 GAL	"	88.82	120 ea	10658.40
Sweet Tea Bag-N-Box	Lemon-X	3 gal	55.32	3 GAL	"	55.32	120 ea	6638.40
Unsweetened Tea Bag-N-Box	Lemon-X	3 gal	49.04	3 GAL	"	49.04	90 ea	4413.60

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
Juice - Pineapple	Ruby Kist	5.5 oz Cans	.4781	48/5.5oz	THIRSTEK	22.95	480 ea	229.50
Bottled Spring Water	Spring Reflections	8 oz	.2089	28/8z	SPRING REFLECTIONS	5.85	280 ea	58.50
Shasta Caffeine Free (Cola,Ginger Ale)	Shasta	8 oz	.4402	48/8z	SHASTA	21.13	480 ea	211.30
Shasta Caffeine Free Diet (Cola,Ginger Ale)	Shasta	8 oz	.4402	48/8z	"	21.13	720 ea	316.95
Sports Drink (Orange, Grape, Lemon-Lime, Fruit Punch)	Gatorade	8-10 oz GATORADE LEMON-LIME 20 4361	1.0242	24/20z	GATORADE	24.58	360 ea	368.70
PUDDING AND DAIRY:								
Cottage Cheese	Breakstone	4 oz Cups	.6903	32/4z	BREAKSTONE	22.09	320 ea	220.90
Activia Yogurt	Dannon	4 oz Cups	.6354	24/4z	DANNON	15.25	480 ea	305.00
Sugar Free Pudding (Vanilla,Banana, Chocolate, Butterscotch, Tapiocia)	Hunts	4 oz Cups	.5150	48/4z	KOZY SHACK	24.72	960 ea	494.40
Cheddar Cheese Squares	Kraft	Individually Wrapped	.2035	100/75z	GLENVIEW	20.35	2000 ea	407.00
Refrigerated Mozzarella Cheese Sticks	Kraft	Individually Wrapped	.2179	168/1z	ROSELI	36.60	1680 ea	366.00
Sugar Free Magic Cups Vanilla-Supplement	Hormel	4 oz Cups	.9573	48/4z	HORMEL	45.95	1920 ea	1838.00
SANDWICHES:								
Turkey & Cheese - Frozen	Deli Break	4.3 oz Individually Wrapped	1.1273	45/5.66z	PIERRE	50.73	450 ea	507.29
Ham and Cheese - Frozen	Deli Break	4.3 oz Individually Wrapped	1.0133	45/4.91z	"	45.60	450 ea	455.99
Wheat Bread-Grilled Cheese - Frozen	Smuckers	3 oz Individually Wrapped	.8720	40/3.8z	"	34.88	480 ea	418.56
Hot Pockets - Ham & Cheese	Hot Pockets	3 oz Individually Wrapped					240 ea	NB
Hot Pockets - Turkey	Hot Pockets	3 oz Individually Wrapped					240 ea	NB
Hot Pockets - Broccoli Cheese	Hot Pockets	3 oz Individually Wrapped					240 ea	NB
Hot Pockets - Meatball	Hot Pockets	3 oz Individually Wrapped					240 ea	NB
Cheese Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	NB
Sausage Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	NB
Pepperoni Pizza - Frozen	Tony's	5.5 oz Individually Wrapped	1.20	24/5.57z	TONY'S	28.80	240 ea	288.00
Supreme Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	NB
SOUPS AND PASTA:								
Chicken Noodle	Campbells	7.25 oz	.7825	24/7.25z	CAMPBELL'S	18.78	240 ea	187.80
Tomato	Campbells	7.25 oz	.7917	"	"	19.00	240 ea	190.00
Vegetable	Campbells	7.25 oz	.8196	"	"	19.67	240 ea	196.70
Low Sodium Chicken Noodle	Campbells	7.25 oz	.8875	"	"	21.30	240 ea	213.00
Low Sodium Cream of Mushroom	Campbells	7.25 oz	.8375	"	"	20.10	240 ea	201.00
Low Sodium Tomato	Campbells	7.25 oz	.8250	"	"	19.80	240 ea	198.00
Low Sodium Vegetable Beef	Campbells	7.25 oz					240 ea	NB
Chunky Beef/Veg Soup Microwaveable	Campbells	15.25 oz					80 ea	NB
New England Chowder Microwaveable	Campbells	15.25 oz					80 ea	NB

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
Sirloin Burger/Veg Soup	Campbells	15.25 oz					80 ea	NB
Macaroni and Cheese Easy Mac	Kraft	2.05 oz Individual	9110982	1.43	12 / 7.5 z	17.16	120 ea	171.60
Chef Boyardee Beef Ravioli	Chef Boyardee	7.5 oz Individual	5050000	1.43	12 / 7.5 z	17.16	120 ea	171.60
MISCELLANEOUS:								
Coffee - Douwe'	Douwe'Egbert	1.25 liter	9262435	55.76	2 / 1.25 LR	111.52	60 ea	3345.60
Peanut Butter - Regular	Carriage House	.75 oz Individual Packs	4469739	1.815	200 / .75 z	36.30	2000 ea	363.00
Peanut Butter - Low Sodium	Carriage House	.75 oz Individual Packs					2000 ea	
Sugar Free Jelly Packets	Smuckers	3/8 oz Packs-Assorted	7328458	.0751	200 / 12gm	15.02	2000 ea	150.20
ICE CREAM TOPPINGS								
Strawberry		.5 gallon container	5396163	16.17	3 / 115 oz	48.50	60 ea	970.00
Chocolate		.5 gallon container	3555034	10.00	6 / #10	60.00	60 ea	600.00
Butterscotch		.5 gallon container	3327657	6.46	6 / #5	38.76	60 ea	387.60
Caramel		.5 gallon container	6004758	12.75	6 / #10	76.51	60 ea	765.10
Pineapple		.5 gallon container	1682798	6.775	6 / #5	40.65	60 ea	406.50
SUGAR FREE SLICED PIES								
Apple		Individually Wrapped					480 ea	NB
Cherry		Individually Wrapped					480 ea	NB
Peanut Butter		Individually Wrapped					480 ea	NB
Strawberry		Individually Wrapped					480 ea	NB
Blueberry		Individually Wrapped					480 ea	NB
Pumpkin		Individually Wrapped					480 ea	NB
Assorted SF Sliced Pies		Individually Wrapped					480 ea	NB

GRAND TOTAL: \$ 78,721.47

Vendor Name and Contact Name: US FOODS WV RIK HARLESS
 Address: 2575 VIRGINIA AVE HURRICANE WV 25526
 Phone No.: 800-624-8578
 Fax No.: 304-562-3600
 Authorized Signature: [Signature]

** Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.

RFQ No. _____

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: U.S. FOODS - WV

Authorized Signature: Richard D. Harless Date: FEB. 29, 2012

State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 29 day of February, 2012.

My Commission expires NOVEMBER 29th, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Tina L. Phipps



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 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, 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 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, 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,

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, 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,

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, 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,

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, 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.

5. 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.

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.

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

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

Bidder: US Foods WV
Signed: Richard A. Hagan
Title: BID COORDINATOR
Date: FEB 29, 2012

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