



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
 WEH12110

PAGE
 1

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

VENDOR

*629111643 304-253-2016
 NUTRITION SOLUTIONS INC
 37 CHESTNUT DR
 BECKLEY WV 25801-7101

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/26/2012				
BID OPENING DATE: 02/23/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-21		
RE-BID OF WEH12043 CONSULTING THERAPUTIC DIETITIAN SERVICES TO PROVIDE SERVICES AS "CONSULTANT DIETITIAN" AT WELCH COMMUNITY HOSPITAL LOCATED IN MCDOWELL COUNTY, WELCH, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... 2012 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.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Swartz</i>	TELEPHONE 304-840-3642	DATE 2-1-12
TITLE President	FEIN 208873785	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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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VENDOR

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</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 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Paul A. Smith</i>	304-840-3642	2-1-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	208873785	

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<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/7/2012. 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>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THIS IS A RE-BID OF WEH12043.</p> <p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Paul Smith</i>	304-890-3642	2-1-12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	208873785		

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. 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.:-----WEH12110----- BID OPENING DATE:-----02/23/2012----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Paul Swartz</i> ----- ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Paul Swartz</i>	304-840-3642	2-1-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	208873785	

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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.						
***** THIS IS THE END OF RFQ WEH12110 ***** TOTAL:						<u>29,952.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Swartz</i>	TELEPHONE 304-840-3642	DATE 2-1-12
TITLE President	FEIN 208873785	ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR QUOTATION
STATE OF WEST VIRGINIA
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH12110**

Part 1 GENERAL INFORMATION

- 1.1 Purpose:**
The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide Consultant Dietitian Services for Welch Community Hospital's Dietary Department.
- 1.2 Project:**
The mission or purpose of the project is to provide consultant dietitian services for the Dietary Department of Welch Community Hospital.

Part 2 OPERATING ENVIRONMENT

Location
Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:
Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2011 fiscal year:

- Emergency Room Patients – 9,618
- Observation Visits – 335
- Clinic Patients – 17,805
- Surgeries – 245
- Deliveries – 50
- Laboratory Tests – 638,802
- Radiology – 13,230
- CAT Scans – 3,274
- Ultrasound – 1,262
- Mammography – 611
- Respiratory Tests – 18,736
- Electrocardiograms – 3,434
- Admissions – 713 Including Long Term Care

Outpatient Services Provided Are:
Primary Care and Family Practice in a Certified Rural Health Setting
Pediatric Clinic
Newborn Care
Internal Medicine
Surgery
Emergency Room Services

Radiology Services Including:

Diagnostic
CAT Scan
Ultrasound
Mammography

EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
Laboratory Services

Part 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements

The mission/purpose of this project is to provide Consultant Dietitian Services for Welch Community Hospital's Dietary Department. Vendor must provide eight (8) to twelve (12) hours (not to exceed 12 hours per week) of consulting time per week to include eight (8) hours on site per week. Consultants must be a Registered Dietitian for the providing of requested service. Proof of Certification shall be provided prior to award.

3.2 SCOPE OF WORK:

The vendor is to quote services of providing Consultant Dietitian Services, these services are to include, but are not limited to, the following:

- a. Consultant "must" provide eight (8) to twelve (12) hours (not to exceed 12 hours per week) of consulting time per week, to include eight (8) hours on site per week.
- b. Consultant "must" provide services as required during regular workday working hours (Monday through Friday, on site hours may be performed between 8:00am to 6:00pm).
- c. Consultant "must" consult with Hospital's Dietary Manager (or a person designated by the Dietary Manager) in regard to the providing of nutritional assessment of each resident/patient nearly practical upon admission.
- d. Consultant "must" consult with Hospital's Dietary Manager, (or a person designated by the Dietary Manager) in developing and documenting individual nutritional care plans for all residents/patients.
- e. Consultant "must" visit residents/patients as necessary and document progress notes in the medical charts.
- f. Consultant "must" assist in the development of residents/patients logs which provide current information relating to resident's/patient's diet order as well as food preferences and a record of resident/patient visitation.
- g. Consultant "must" routinely and regularly visit the Hospital at prearranged times and for sufficient duration to provide continuing liaison with medical and nursing staff and to advise administration, counsel residents/patients and provide guidance to the Dietary Manager.
- h. Consultant "must" assist in establishing procedures of Quality Assurance to assure the consistency and quality of all services provided.
- i. Consultant "must" attend Hospital's initial and annual orientation.
- j. Consultant "must" submit record/documentation of each service rendered to Dietary Manager on a weekly basis.
- k. Consultant "must" provide assistance for Hospital to meet requirements for participation and payment associated with third-party payment programs in regard to specific services provided.
- l. Consultant "must" participate in the education programs conducted by Hospital and shall perform required teaching functions.
- m. Consultant "must" provide requested services in conformance with all requirements of the Department of Health and Human Resources, Federal and State Constitutions and all applicable Federal and State statutes and regulations.

3.3 Special Terms and Conditions:

3.3.1 Performance Bonds:

The successful vendor will be required to furnish a Performance Bond in the amount of 100% of the vendor bid submitted. A performance bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division. A certified check or cashier's check made payable to the State of West Virginia may be accepted in lieu of the policy or certificate issued by the surety company. A Performance Bond is not required until requested by the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of a purchase order after the order had been issued and work begun.

3.3.2 Insurance Requirements:

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

Professional and Comprehensive General Liability Insurance: \$500,000 per occurrence and \$1,000,000 annual aggregate.

Policy must show Hospital as Memorandum Holder

3.3.3 Invoices and Progress Payments:

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

Contract will be awarded to the lowest grand total bid meeting specifications.

Part 5 WEH12110 COST PROPOSAL

5.1	Quantity	Description	Unit Cost	Total Cost
	624 hours	Charges per hour:	\$ <u>48.00</u>	\$ <u>29,952.00</u>

(Estimated eight (8) to twelve (12) hours/week) x 52 weeks per year.)
NOT TO EXCEED 12 HOURS PER WEEK.

Contract will be awarded to the lowest total cost bid meeting specifications.

Nutrition Solutions Inc.
VENDOR NAME:

Paul Rearty 2-1-12
SIGNATURE DATE:

RFQ No. WEH12110

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: Nutrition Solutions Inc.

Authorized Signature: *Paul Swartz* Date: 2-1-12

State of WV

County of McDowell, to-wit:

Taken, subscribed, and sworn to before me this 1 day of February, 20 12

My Commission expires August 17, 20 17

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: Nutrition Solutions Inc. Signed: Paul Swartz
Date: 2-1-12 Title: President

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