



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
 SUPFOOD07

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
04/19/2007				

BID OPENING DATE: 06/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		393-47		
SUPPLEMENTAL FOOD REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR A STATEWIDE CONTRACT FOR SUPPLEMENTAL FOOD ITEMS FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. ***** MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, MAY 8, 2007 AT 10:30 AM IN THE CONFERENCE ROOM AT THE PURCHASING DIVISION ON 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. VENDOR FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, MAY 3, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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 INQUIRES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX:304-558-4115. EMAIL: JOADKINS@WVADMIN.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1 YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET 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 SERVICE						

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<p>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>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</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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 FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

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<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED</p>						

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<p>THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<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:-----JO ANN ADKINS - FILE 42-----</p> <p>RFQ. NO.:-----SUPFOOD07-----</p> <p>BID OPENING DATE:-----JUNE 5, 2007-----</p> <p>BID OPENING TIME:-----10:30 AM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ SUPFOOD07 ***** TOTAL: _____						

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SUPFOOD07 Specifications and Conditions

SUPFOOD07 Specifications

1. Orders shall be delivered within 5 working days after receipt of order (ARO). Preferred delivery is 5 calendar days ARO. Delivery greater than 5 working days will not be considered. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Vendor shall note the number of days (calendar or working) on the pricing page.
2. All orders from this contract totaling \$200.00 or more shall be delivered FOB: Destination (Vendor shall pay all shipping charges.) If bidders have a minimum quantity that is required to accept orders, they must enter that quantity on the pricing page; failure to do so will require the vendor to deliver any quantity ordered.
3. All orders less than \$200.00 shall be delivered FOB: Shipping Point. Any transportation charges costs shall be itemized as a separate charge.
4. All pricing must include delivery to any West Virginia address.
5. Agencies may make small purchases (under the \$200.00) from a local source if pricing includes delivery and a savings results. Note: Agencies are not permitted to string orders to circumvent purchasing policy.
6. Product expiration dates shall be as long as possible and must be at least one year from date of delivery.
7. Vendor must guarantee the products to be free from any defect in material, packaging and workmanship. Vendor agrees to replace defective items promptly at no charge to the ordering agency if problems are detected and reported within a period of six months from the date of delivery.
8. **All products bid shall meet the attached specifications** for the products bid.
9. Vendor shall remove and replace any product on this contract that an agency has received and determined the product is unsatisfactory in performance and/or is not suitable for their facility. Vendor shall do this at no cost to the agency.

SUPFOOD07 Specifications and Conditions

10. Vendor must have a manufacturer's certification that all products bid, meet all specifications. Such certification should be submitted with each vendor's bid.
11. All quantities listed on the pricing page are estimates only, and should not be construed as any guarantee of future contract use. This quantity shall be used to evaluate the bids. 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.
12. The successful bidder shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
12. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
13. Contract Price Changes: Successful vendor may request substantiated price increase increases at renewal. Purchasing may either accept the price increase or re-bid the commodity.
14. Selected vendor must submit quarterly reports to the Purchasing Department. These reports must indicate the quantity of each item purchased and the total dollar amount of all orders.
Reports must be sent to:

Purchasing Division
Attention: Jo Ann Adkins
2019 Washington Street, East
Charleston, West Virginia 25305

SUPFOOD07 - PRICING PAGES

VENDOR: -

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total
1	Amino Acid Bars					12 CS			
2	Boost Chocolate					12 CS			
3	Boost Strawberry					12 CS			
4	Boost Vanilla					12 CS			
5	Boost Butter Pecan					12 CS			
6	Boost w/Fib Chocolate					12 CS			
7	Boost w/Fib Vanilla					12 CS			
8	Boost Vanilla Plus					255 CS			
9	Boost High Protein Drink					24 CS			
10	Boost Plus					24 CS			
11	Boost with Benefiber and FOS					24 CS			
12	Boost Diabetic					24 CS			
13	Carnation Instant Breakfast No sugar - Var. Pack					64 CS			
14	Carnation Instant Breakfast Var. Pack					72 CS			
15	Carnation Instant Breakfast Lactose Free					24 CS			
16	Carnation Enive! Instant Breakfast Juice Drink					24 CS			
17	Compleat					24 CS			
18	Diabetsource AC					24 CS			
19	Enrich					24 CS			
20	Ensure Butter Pecan					24 CS			
21	Ensure Chocolate Mint					24 CS			
22	Ensure Chocolate					24 CS			
23	Ensure Coffee					24 CS			
24	Ensure Egnog					24 CS			
25	Ensure Orange					24 CS			
26	Ensure Orange Cream					24 CS			
27	Ensure Plus Chocolate					24 CS			
28	Ensure Plus Coffee					24 CS			
29	Ensure Plus Egnog					24 CS			
30	Ensure Plus Strawberry					24 CS			
31	Ensure Plus Vanilla					24 CS			
32	Ensure Plus HN					24 CS			
33	Ensure Pudding, Butterscotch					48 CS			
34	Ensure Pudding, Chocolate					48 CS			
35	Ensure Pudding, Tapioca					48 CS			
36	Ensure Pudding, Vanilla					48 CS			
37	Ensure Strawberry					24 CS			
38	Ensure Vanilla					24 CS			
39	Ensure High Protein					24 CS			
40	Ensure Fiber with FOS, Nutren 1.0 Fiber					24 CS			
41	Fibersource					24 CS			
42	Fibersource HN					24 CS			
43	Forta Drink Fruit Punch					4 CS			
44	Forta Drink Orange					4 CS			
45	Forta Shake Egnog					4 CS			
46	Forta Shake Strawberry					4 CS			
47	Forta Shake Vanilla					4 CS			

SUPFOOD07 - PRICING PAGES

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Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total
48	Forta Shake Chocolate					10 cs			
49	Glucerna					24 cs			
50	Glucerna Ready - To - Hang					8 cs			
51	Glucerna RTU					24 cs			
52	Glutasorb					24 cs			
53	Glytrol Vanilla					24 cs			
54	Impact Advanced Recovery					24 cs			
55	Isocal, Isocal HN					24 cs			
56	Isosource 1.5					24 cs			
57	Isosource, Isosource HN					24 cs			
58	Isosource VHIN					24 cs			
59	Jevity					24 cs			
60	Jevity Plus					24 cs			
61	Jevity Ready - To - Hang					8 cs			
62	L-Emental, Juven					56 cs			
63	Lofenalac					6 cs			
64	I-Valex-1					6 cs			
65	Meritene, Chocolate					12 cans			
66	Meritene, Strawberry					12 cans			
67	Meritene, Vanilla					12 cans			
68	Meritene, Milk Chocolate					12 cans			
69	MCT Oil					6/1 quart			
70	Microlipid					48/3 oz			
71	Milupa PKU 2					2 cs			
72	MSUD Maxamaid					4 cans			
73	MSUD Maxamum					4 cans			
74	Nepro - Vanilla					24 cs			
75	Novasource 2.0					24 cs			
76	Novasource Pulmonary					24 cs			
77	Novasource Renal					24 cs			
78	NuBasics 2.0 Vanilla					24 cs			
79	NuBasics Drink Choc. Swirl					24 cs			
80	NuBasics Drink Stwby Burst					24 cs			
81	NuBasics Drink Vanilla Swirl					24 cs			
82	NuBasics Soup, Chicken					24 cs			
83	NuBasics Soup, Tomato					24 cs			
84	Nutren 1.0 w/Fiber UltraPak					6 cs			
85	Nutren ProBalance, Jevity 1.2 Cal					24 sc			
86	Nutren 1.5, Jevity 1.5 Cal					24 cs			
87	Nutren 2.0 TwoCal HN					24 cs			
88	NutriVent - Vanilla					24 cs			
89	Optimental, Peptamen					24 cs			
90	Osmolite HN Ready - To - Hang					8 cs			
91	Osmolite Ready - To - Hang					8 cs			
92	Oxepa, Nutrivent, Pulmocare					24 cs			
93	Pedialyte					8 pls			
94	Pedialyte (Unflavored) RTF					8 pls			

SUPFOOD07 - PRICING PAGES

VENDOR: -

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total
95	Peptamen 1.5					24 CS			
96	Peptamen, Peptamen with Prebio					24 CS			
97	Peptinex Vanilla					24 CS			
98	Peptinex DT					24 CS			
99	Peptines with Prebiotics					24 CS			
100	Perative					24 CS			
101	Periflex, Orange/Pineapple					4 cans			
102	Periflex, Unflavored					4 cans			
103	Phenex - 1					6 CS			
104	Phenex - 2					6 CS			
105	Phenyl - Free Powder					6 CS			
106	Phlexy 10								
107	ProBalance UltraPak					6 CS			
108	Product 3200 AB					6 CS			
109	Product 80056					6 CS			
110	Promod Powder					6 CS			
111	Promod, Pro-Stat					6 cans			
112	Promote with Fiber, Nutren Replete Fiber								
113	Pro - Phree					6 CS			
114	Propimex					6 CS			
115	Pulmocare Ready - To - Hang					8 CS			
116	Pulmocare Strawberry					24 CS			
117	Pulmocare Vanilla					24 CS			
118	Pulmocare Vanilla RTU					24 CS			
119	Replete w/FiberPak					6 CS			
120	Resource Arginaid EXTRA					24 CS			
121	Resource Diabetic TF					24 CS			
122	Resource Diabetishield					24 CS			
123	Resource Fruit Beverage					24 CS			
124	Resource Support					24 CS			
125	Resource Arginaid					56 CS			
126	Resource Benecalorie					24 CS			
127	Resource Benefiber					24 CS			
128	Resource Beneprotein Instant Protein Powder					75 CS			
129	Resource Glutasolve					6 cans			
130	Subdue (Flavored)					56 CS			
131	Subdue Plus					24 CS			
132	Tolerex					24 CS			
133	TraumaCal					60 CS			
134	TwoCal HN Butter Pecan					24 CS			
135	TwoCal HN Vanilla					24 CS			
136	Tyrex - 2					24 CS			
137	UCD - 1					6 CS			
138	Ultracal					5 CS			
139	Vivonex Plus					12 CS			
140	Vivonex RTF					36 CS			
141	Vivonex T.E.N.					24 CS			
						60 CS			

SUPFOOD07 - PRICING PAGES

VENDOR: -

Item	Description	Stock #	Name of Item if bidding an Alternate Item	No. Ounces / Container	Case Qty	Est. Qty	Case Price	Minimum Order	Total
142	Wheat Starch					5 cs			
143	XP Maxamald, Orange					4 cans			
144	XP Maxamald, Unflavored					4 cans			
145	XP Maxamum, Orange					4 cans			
146	XP Maxamum, Unflavored					4 cans			
147	XPHEN, TYR Maxamald					4 cans			
148	Subdue Liquid Rich Chocolate					24 cs			
149	Subdue Liquid Unflavored					24 cs			
150	Subdue Liquid Chocolate Almond					24 cs			
151	Subdue Liquid Orange Vanilla					24 cs			
152	Subdue Liquid Kangaroo Redi Feed					6 cs			
153	Subdue					6 cs			
154	Kindercal, Vanilla					24 cs			
155	Kindercal, Vanilla w/Fiber					24 cs			
156	Kindercal, Chocolate					24 cs			
157	Kindercal TF, Vanilla					24 cs			
158	Kindercal TF, Vanilla w/Fiber					24 cs			
159	Kindercal TF, Fiber Isotonic, Vanilla					24 cs			
160	Kindercal TF, Isotonic, Vanilla					24 cs			
161	Ultracal HN Plus					6 cs			
162	Vivonex Pediatric					36 cs			
163	Isocal HN Plus					6 cs			
164	Nutren Junior					24 cs			
165	Nutren Junior Fiber					24 cs			
166	PediaSure					24 cs			
167	PediaSure Enteral Formula with Fiber					24 cs			
168	Peptamen Junior					24 cs			
169	Peptamen Junior with Prebio					24 cs			
170	Pediatric Peptinex DT					24 cs			
171	Pediatric Peptinex DT with Fiber					24 cs			
172	Protain					6 cs			
173	Compleat Pediatric					24 cs			
174	Choice DM TF					6 cs			
175	Choice DM					48 cs			
176	ADVERA (Novartis)					48 cs			
177	Arginaid Extra Orange Burst					48 cs			
178	Deliver 2.0					48 cs			
179	Boost Pudding Van 5 oz. cans					54 cs			
180	Boost Pudding Choc 5 oz cans					64 cs			
181	Resource Just for Kids 1.5 Cal					24 cs			
182	Resource Just for Kids 1.5 Cal with Fiber					24 cs			
183	Resource Just for Kids with Fiber					27 cs			
184	Resource Just for Kids					27 cs			

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____