



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:
SUPF00D10

PAGE:
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/20/2010				

BID OPENING DATE: **06/22/2010** **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.						
***** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JUNE 8, 2010. 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 PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115. EMAIL: JO.A.ADKINS@WV.GOV						
RELEASE OF RFQ.....05/20/2010 VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **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 agency 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.



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BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				(CLOSE OF BUSINESS).....	06/08/2010	
				RESPONSE TO QUESTIONS/ADDENDUM ISSUED.....	06/11/2010	
				BID OPENING DATE.....	06/22/2010	
				ATTACHMENTS:		
				SUPFOOD10 SPECIFICATIONS & CONDITIONS DATED 05/20/2010		
				SUPFOOD10 PRICING PAGES		
				PURCHASING AFFIDAVIT		
				RESIDENT VENDOR PREFERENCE		
				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		

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<p>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 SERVICE 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 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>						

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<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. 05/26/2009</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>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

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<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 AS A CONDITION OF AWARD.</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:-----JO ANN ADKINS - FILE 42-----</p> <p>RFQ. NO.:-----SUPF00D10-----</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: -----JUNE 22, 2010----- 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): ----- ***** THIS IS THE END OF RFQ SUPFOOD10 ***** TOTAL: _____						

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SUPFOOD10 Specifications and Conditions

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.
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.

May 20, 2010

SUPFOOD10 Specifications and Conditions

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.
13. If the selected vendor fails to meet any provision of the contract, the contract may be canceled immediately.
14. 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.

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

SUPFOOD10 - 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	ETA Delivery
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 Enlivel 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 Eggnog					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 Eggnog					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 Eggnog					4 CS				
46	Forta Shake Strawberry					4 CS				
47	Forta Shake Vanilla					4 CS				
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				

SUPFOOD10 - 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	ETA Delivery
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 VHN					24 CS				
59	Jevity					24 CS				
60	Jevity Plus					24 CS				
61	Jevity Ready - To - Hang					8 CS				
62	L-Ermental, 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	Micro lipid					48/3 oz				
71	Milupa, PKU 2					2 CS				
72	MSUD Maxamald					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					8 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				
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	Philexy 10					6 CS				

SUPFOOD10 - 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	ETA Delivery
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					6 CS				
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 Diabetic TF					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					75 CS				
128	Resource Beneprotein Instant Protein Powder					6 cans				
129	Resource Glutasolve					56 CS				
130	Subdue (Flavored)					24 CS				
131	Subdue Plus					24 CS				
132	Tolerex					60 CS				
133	TraumaCal					24 CS				
134	TwoCal HN Butter Pecan					24 CS				
135	TwoCal HN Vanilla					24 CS				
136	Tyrex - 2					6 CS				
137	UCD - 1					5 CS				
138	Ultralcal					12 CS				
139	Vivonex Plus					36 CS				
140	Vivonex RTF					24 CS				
141	Vivonex T.E.N.					60 CS				
142	Wheat Starch					5 CS				
143	XP Maxamaid, Orange					4 cans				
144	XP Maxamaid, Unflavored					4 cans				
145	XP Maxamum, Orange					4 cans				
146	XP Maxamum, Unflavored					4 cans				
147	XPHEN, TYR Maxamaid					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				

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: _____ Signed: _____

Date: _____ Title: _____

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

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____