



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
VNF1002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2009				

BID OPENING DATE: **10/20/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-84		
<p>FOOD PRODUCTS</p> <p>OPEN-END CONTRACT TO PROVIDE FOOD PRODUCTS TO THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>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.</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 fee.
5. 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.
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, 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<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>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</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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<p>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>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 EXTEND 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>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>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT-----		
RFQ. NO.:				VNF1002-----		
BID OPENING DATE:				10/20/2009-----		
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):				-----		

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***** THIS IS THE END OF RFQ VNF1002 ***** TOTAL:						_____

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WV Veterans Nursing Facility**VNF1002****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 Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with the potential of 20 beds for Special Needs Veterans.

Vendor Responsibilities:

Samples must be provided, upon request by 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 contract.

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

Deliveries must be made Monday – Friday from 8:00 a.m. – 3:00 p.m. 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 the 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 3:00 p.m. 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.

Invoices 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.

Item Description	Brand Requested or Equal To	Unit Size	Case Qty.	Equal To Brand	Case Price	Annual Order Quantities *	Extended Price
BREAKFAST:							
OATMEAL-APPLE CINNAMON- INSTANT	QUAKER	1.9 OZ. BOWL	24		\$	10	\$
OATMEAL-BROWN SUGAR- INSTANT	QUAKER	1.9 OZ. BOWL	24		\$	20	\$
CRACKERS/CHIPS							
100 CALORIE CHEESE NIP CRACKERS	KRAFT	.74oz. INDIVIDUAL BAGS	72		\$	10	\$
100 CALORIE VARIETY PACK	KRAFT	INDIVIDUAL PACKS	34		\$	10	\$
CRACKER BASKET ASSORTMENT (Wheat, Melba Toast, Sesame, Ritz)	NABISCO	2 CRACKERS PER INDIVIDUAL PACK	400		\$	10	\$
POTATO CHIPS SALT FREE	DIRTY	2 OZ. INDIVIDUAL BAGS	25		\$	20	\$
FRITO LAY ASSORTED CHIPS	FRITO LAY	1 OZ. INDIVIDUAL BAGS	50		\$	40	\$
ASSORTED BAKED CHIPS	FRITO LAY	1 OZ. INDIVIDUAL BAGS	30		\$	40	\$
CHEESE-ITS	NABISCO	INDIVIDUAL BAGS	100		\$	10	\$
GOLDFISH CRACKERS	PEPPERIDGE FARMS	INDIVIDUALLY WRAPPED	100		\$	10	\$
VARIETY PACK--SUN CHIPS	FRITO LAY	1.5 OZ. PACK	30		\$	10	\$
RITZ-(low sodium)	NABISCO	INDIVIDUALLY WRAPPED	200		\$	10	\$
CAPTAIN'S WAFERS	LAYS	INDIVIDUALLY WRAPPED	80 Min.		\$	10	\$
SNACK GRAB-N-GO ASSORTMENT	KELLOGGS	84CT	84CT		\$	30	\$
COOKIES/CAKES/PIES							
100 CALORIE FUDGE STRIPE	KEEBLER	4.44 OZ. INDIVIDUAL PACKS	120		\$	10	\$
100 CALORIE CHIPS AHOY	NABISCO	.81 OZ. INDIVIDUAL PACKAGE	72		\$	10	\$
SHORT BREAD - SUGAR FREE	KEEBLER	1.06 OZ. INDIVIDUAL BAGS	120		\$	10	\$
SUGAR FREE CRÈME COOKIES	KEEBLER	3 CT. INDIVIDUAL PACK	120		\$	10	\$
SUGAR FREE SOFT & CHEWY (Lemon, Chocolate Chip)	BURLINGTON FARMS	1 PER PACK	106		\$	30	\$
SOFT & CHEWY (Chocolate Chip, Sugar, Peanut Butter, Oatmeal Raisin, Lemon)	BURLINGTON FARMS	1 PER PACK	106		\$	10	\$
APPLE CINNAMON SNACK CAKES	SUPER BAKE	2 OZ. INDIVIDUALLY WRAPPED	90 ct.		\$	30	\$
BANANA NUT SNACK CAKES	SUPER BAKE	2 OZ. INDIVIDUALLY WRAPPED	90 ct.		\$	10	\$
MINI LOAVES - BLUEBERRY	SUPER BAKE	2 OZ. INDIVIDUALLY WRAPPED	90 ct.		\$	10	\$
SUGAR FREE FIFTY-50 WAFERS-Chocolate; vanilla; strawberry-vanilla	FIFTY-50	3.50 OZ.	8ct		\$	20	\$
VANILLA WAFERS	KEEBLER	INDIVIDUAL PACKS	50 Min		\$	10	\$
SOFT SERVE ICE CREAM/ FROZEN YOGURT:							
ICE CREAM MIX CHOCOLATE	BROUGHTON	.5 gal	9		\$	40	\$
ICE CREAM MIX VANILLA	BROUGHTON	.5 gal	9		\$	40	\$
ICE CREAM--SUGAR FREE BANANA SPLIT	BLUE BUNNY	1.8 qt.	4		\$	20	\$
ICE CREAM--BUNNY TRAKS	BLUE BUNNY	1.8 qt.	4		\$	10	\$
YOGURT MIX CHOCOLATE	COLUMBO	.5 gal	6		\$	10	\$
YOGURT MIX FAT FREE VANILLA	COLUMBO	.5 gal	6		\$	10	\$
YOGURT FRENCH VANILLA	COLUMBO	.5 gal	6		\$	10	\$
YOGURT MIX PEANUT BUTTER	COLUMBO	.5 gal	6		\$	10	\$
YOGURT MIX STRAWBERRY	COLUMBO	.5 gal	6		\$	20	\$
YOGURT MIX PEACH	COLUMBO	.5 gal	6		\$	10	\$
YOGURT MIX PUMPKIN PIE	COLUMBO	.5 gal	6		\$	20	\$
YOGURT MIX BLACK RASPBERRY	COLUMBO	.5 gal	6		\$	30	\$
YOGURT MIX ORANGE	COLUMBO	.5 gal	6		\$	30	\$
YOGURT MIX BANANA	COLUMBO	.5 gal	6		\$	10	\$
SUGAR FREE CHOCOLATE	BROUGHTON	4 OZ. CUPS	24		\$	20	\$
SUGAR FREE VANILLA	BROUGHTON	4 OZ. CUPS	24		\$	10	\$
FRUIT SNACKS:							
DICED PEARS IN JUICE	DOLE	4 OZ. CUPS	48		\$	10	\$
PLUMS	SUNSWEEP	INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
PRUNES	SUNSWEEP	INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
MANDARIN ORANGE CUPS	DOLE	4 OZ. CUPS	48		\$	10	\$
APPLESAUCE-CINNAMON	MUSSELMANS	4 OZ. CUPS	72		\$	10	\$
APPLESAUCE-PEACH LIGHT	MUSSELMANS	4 OZ. CUPS	72		\$	10	\$
JELLO:							
KIWI BERRY W/PEARS	DOLE	4.3 oz INDIVIDUAL CUPS	36		\$	10	\$
SUGAR FREE ASSORTED JELLO	JELLO	4.3 oz INDIVIDUAL CUPS	36		\$	10	\$
ORANGE JELLO W/ MANDARIN ORANGES	JELLO	4.3 oz INDIVIDUAL CUPS	36		\$	10	\$
BEVERAGES:							
JUICE APPLE BAG-N-BOX 5+1	LEMON-X	3 GAL	3 GAL		\$	30	\$
JUICE CRANBERRY SELECT BAG-N-BOX 5+1 12%	LEMON-X	3 GAL	3 GAL		\$	20	\$
WHITE GRAPE JUICE--BAG-N-BOX	LEMON-X	3 GAL	3 GAL		\$	10	\$
JUICE ORANGE BAG-N-BOX 4+1 100%	LEMON-X	3 GAL	3 GAL		\$	40	\$

SWEET TEA--BAG-N-BOX	LEMON-X	3 GAL	3 GAL		\$	40	\$
UNSWEETENED TEA--BAG-N-BOX	LEMON-X	3 GAL	3 GAL		\$	30	\$
JUICE-- PINEAPPLE	RUBY KIST	5.5 oz CANS	48		\$	10	\$
BOTTLED SPRING WATER	SPRING REFLECTIONS	8 oz	24		\$	10	\$
SHASTA CAFFINE FREE (Cola, Ginger Ale)	SHASTA	8 oz	48		\$	10	\$
SHASTA CAFFINE FREE DIET (Cola, Ginger Ale)	SHASTA	8 oz	48		\$	15	\$
SPORTS DRINK (Orange, Grape, Lemon-Lime, Fruit Punch)	GATORADE	8-10 oz	24		\$	15	\$
PUDDING AND DAIRY:							
COTTAGE CHEESE	BREAKSTONE	4 OZ. CUPS	24 Min		\$	10	\$
ACTIVIA YOGURT	DANNON	4 OZ. CUPS	24		\$	20	\$
SUGAR FREE PUDDING (Vanilla, Banana, Chocolate, Butterscotch, Tapioca)	HUNTS	4 OZ. CUPS	48		\$	20	\$
CHEDDAR CHEESE SQUARES	KRAFT	INDIVIDUALLY WRAPPED	100		\$	20	\$
REFRIGERATED MOZZERELLA CHEESE STICKS	KRAFT	INDIVIDUALLY WRAPPED	100		\$	10	\$
SUGAR FREE MAGIC CUPS VANILLA-SUPPLEMENT	HORMEL	4 OZ. CUPS	48		\$	40	\$
SANDWICHES:							
TURKEY & CHEESE--FROZEN	DELI BREAK	4.3 OZ. INDIVIDUALLY WRAPPED	45		\$	10	\$
HAM AND CHEESE--FROZEN	DELI BREAK	4.3 OZ. INDIVIDUALLY WRAPPED	45		\$	10	\$
WHEAT BREAD-GRILLED CHEESE-- FROZEN	SMUCKERS	3 OZ. INDIVIDUALLY WRAPPED-CRUSTLESS	48		\$	10	\$
HOT POCKETS - Ham & Cheese	HOT POCKETS	3 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
HOT POCKETS - Turkey	HOT POCKETS	3 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
HOT POCKETS - Broccoli Cheese	HOT POCKETS	3 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
HOT POCKETS - Meatball	HOT POCKETS	3 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
CHEESE PIZZA - FROZEN	TONY'S	5.5 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
SAUSAGE PIZZA - FROZEN	TONY'S	5.5 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
PEPPERONI PIZZA-FROZEN	TONY'S	5.5 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
SUPREME PIZZA - FROZEN	TONY'S	5.5 OZ. INDIVIDUALLY WRAPPED	24 Min		\$	10	\$
SOUPS AND PASTA:							
CHICKEN NOODLE	CAMPBELLS	7.25 OZ.	24		\$	10	\$
TOMATO	CAMPBELLS	7.25 OZ.	24		\$	10	\$
VEGETABLE	CAMPBELLS	7.25 OZ.	24		\$	10	\$
LOW SODIUM CHICKEN NOODLE	CAMPBELLS	7.25 OZ.	24		\$	10	\$
LOW SODIUM CREAM OF MUSHROOM	CAMPBELLS	7.25 OZ.	24		\$	10	\$
LOW SODIUM TOMATO	CAMPBELLS	7.25 OZ.	24		\$	10	\$
LOW SODIUM VEGETABLE BEEF	CAMPBELLS	7.25 OZ.	24		\$	10	\$
CHUNKY BEEF/VEG SOUP MICROWAVABLE	CAMPBELLS	15.25 OZ.	8		\$	10	\$
NEW ENGLAND CHOWDER MICROWAVEABLE	CAMPBELLS	15.25 OZ.	8		\$	10	\$
SIRLOIN BURGER/VEG SOUP	CAMPBELLS	15.25 OZ.	8		\$	10	\$
MACARONI AND CHEESE EASY MAC	KRAFT	2.05 OZ. INDIVIDUAL MICROWAVABLE CUPS	36		\$	10	\$
CHEF BOYARDEE BEEF RAVIOLI	CHEF BOYARDEE	7.5 OZ. INDIVIDUAL MICROWAVABLE BOWL	12		\$	10	\$
MISCELLANEOUS:							
COFFEE - DOUWE'	DOUWE' EGBERT	1.25 LITER	2 Per Pkg.		\$	30	\$
PEANUT BUTTER--Regular	CARRIAGE HOUSE	.75 OZ. INDIVIDUAL PACKS	200		\$	10	\$
PEANUT BUTTER--low sodium	CARRIAGE HOUSE	.75 OZ. INDIVIDUAL PACKS	200		\$	10	\$
SUGAR FREE JELLY PACKETS	SMUCKERS	3/8 OZ. PACKS - ASSORTED	200		\$	10	\$
ICE CREAM TOPPINGS:							
STRAWBERRY		.5 GALLON CONTAINER	1		\$	10	\$
CHOCOLATE		.5 GALLON CONTAINER	1		\$	10	\$
BUTERSCOTCH		.5 GALLON CONTAINER	1		\$	10	\$
CARAMEL		.5 GALLON CONTAINER	1		\$	10	\$
PINEAPPLE		.5 GALLON CONTAINER	1		\$	10	\$
SUGAR FREE SLICED PIES:							
APPLE		INDIVIDUALLY WRAPPED	48		\$	10	\$
CHERRY		INDIVIDUALLY WRAPPED	48		\$	10	\$
PEANUT BUTTER		INDIVIDUALLY WRAPPED	48		\$	10	\$
STRAWBERRY		INDIVIDUALLY WRAPPED	48		\$	10	\$
BLUEBERRY		INDIVIDUALLY WRAPPED	48		\$	10	\$
PUMPKIN		INDIVIDUALLY WRAPPED	48		\$	10	\$
ASSORTED SLICED PIES		INDIVIDUALLY WRAPPED	48		\$	10	\$

* Actual order may be more or less than estimated annual order

TOTAL: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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.