



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
WIC90140

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES
	350 CAPITOL STREET, ROOM 519 CHARLESTON, WV
	25301-3717 304-558-0030

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/17/2009				

BID OPENING DATE: 10/08/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 6						
1. TO REVISE ITEMS IN THE SPECIFICATIONS. 2. PLEASE NOTE THAT THE STATES OF VIRGINIA AND DELAWARE ARE OPTING OUT OF THE SOLICITATION. 3. PLEASE NOTE THE NEW BID/COST SHEET. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. 5. TO REVISE THE BID OPENING DATE TO BE 10/8/2009.						
EXHIBIT 10						
REQUISITION NO.: WIC90140						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						

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 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 workplace 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



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
WIC90140

PAGE
2

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES
	350 CAPITOL STREET, ROOM 519 CHARLESTON, WV
	25301-3717 304-558-0030

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/17/2009				

BID OPENING DATE: 10/08/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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 style="text-align: center;">..... SIGNATURE COMPANY DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 6</p>						

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'



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
WIC90140

PAGE
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - NUTRITION SERVICES
 350 CAPITOL STREET, ROOM 519
 CHARLESTON, WV
 25301-3717 304-558-0030

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/17/2009				

BID OPENING DATE: 10/08/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		952-43		
INFANT FOODS REBATE FOR NINE (9) STATES						
***** THIS IS THE END OF RFQ WIC90140 ***** TOTAL:						

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'

WIC90140 Addendum #6

1. **Section I. Remove both Virginia and Delaware as they have opted out of the solicitation. There will now be seven (7) State Agencies participating initially in the rebate system beginning January 1, 2010.**

2. **Due to lateness of the award, Section III has been amended as follows:**

III. TERMS AND CONDITIONS

Term of Contract and Renewals: This Contract shall be effective for twenty-eight (28) months effective January 1, 2010, with a unilateral option of the States, either individually or together, to continue the Contract for two additional periods of twelve (12) months each. Due to the administrative burden necessary to rebid this Contract, the States will notify the manufacturer six months prior to the end of the initial Contract, or any renewals, if the extension option will be exercised. Such notification shall have no effect on the remainder of the Contract or extension in effect at that time. The States also reserve the unilateral right to order changes and/or to delay initiation of the Contract if necessary and if such changes or delays do not alter the scope of the Contract.

3. **Remove all references to Virginia and Delaware from Section IV as they have opted out of the solicitation**

4. **VII. A.1.f.(i.), - Format of Bid Response has been revised as follows:**
 - (i.) Information relating to the bidder's organization, personnel, and experience that would substantiate the bidder's **qualification** to perform the services requested including a detailed plan on how the bidder will guarantee there will be sufficient quantities of their products in all WIC approved retail outlets in all geographic areas beginning January 1, 2010.

5. **VII.A.1.h - Format of Bid Response has been revised as follows:**
 - h. All bidders shall submit one original and 9 copies of each bid offered via mail or FAX; telegraphic, or e-mail responses are not acceptable.

6. **VII.A.1.o (i) - Format of Bid Response has been revised as follows:**
 - o. Terms used in Equation for Evaluating Bids

- (i.) Wholesale Price is the price contained in the wholesale price list submitted by the vendor for the container size which reflects the lowest cost per ounce in the lowest pricing tier. This will be expressed as a cost per ounce of product.

7. VII.5 - Contract Period - has been revised with new contract start date.

5. Contract Period: The agreement shall be effective for twenty-eight (28) months beginning January 1, 2010 and ending April 30, 2012, with a unilateral option of the States, either individually or together, to continue the Contract for two additional periods of twelve (12) months each.

This shortened contract period for the Infant Foods rebate contract will allow both this contract and the current Infant Juice and Cereal rebate contract to have the same beginning and end dates beginning in 2012. These two contracts are the result of two different solicitations and the selected bidder may or may not be the selected bidder for the other contract. Due to the administrative burden necessary to rebid this Contract, the States will notify the manufacturer six months prior to the end of the initial Contract, or any renewals, if the extension option will be exercised. Such notification shall have no effect on the remainder of the contract extension in effect at that time. The States also reserve the unilateral right to order changes and/or to delay initiation of the Contract if necessary and if such changes or delays do not alter the scope of the Contract.

8. VII.C - Evaluation Process Paragraph 2 has been revised to calculate rebate based on Lowest Wholesale Cost.

Method of Evaluation:

The bid providing the lowest net cost per ounce (in dollars and cents) to the States will become the successful bidder and thus the selected provider, providing that the accompanying materials satisfy the requirements in Section II.A.2.e & f. The calculation in C.2 below will not be made at bid opening. Only the actual rebate bid will be announced. The calculation will be made at a later date.

In order to determine the lowest net cost, the following calculation will occur: Lowest Wholesale Price List cost per ounce within the lowest pricing tier minus the rebate per ounce equals the net cost per ounce.

Bid Sheet
Due October 8, 1009 at 1:30 PM EST
Infant Foods Rebate System

Bidder's Name: _____

Address: _____

Contact Person and Telephone Number: _____

SECTION I CERTIFICATION

This certifies that this company or companies is (are) able to supply the infant foods as required by this Request for Quotes. That the person signing this document is authorized to bind the company or companies to the bid. And that all requirements and conditions of the Contract and amendment are acceptable.

SECTION II REBATE AMOUNT (carried to three decimal places)

A Infant Foods - Fruits, Vegetables & Meats – Five Mainland States

1. The lowest wholesale cost of the offered 4 ounce containers of infant fruits/vegetables for the five (5) mainland States participating is \$_____ per ounce.
2. The rebate amount for infant fruits/vegetables for these states is \$_____per ounce authorized
3. The lowest wholesale cost of the offered 2.5 ounce containers of infant meats for the five (5) mainland States participating is \$_____ per ounce
4. The rebate amount for infant meats for these states is \$_____per ounce authorized

B Infant Foods – Fruits, Vegetables & Meats – Puerto Rico & Virgin Islands

1. The lowest wholesale cost of the offered 4 ounce containers of infant fruits/vegetables For Puerto Rico and Virgin Islands is \$_____ per ounce.
2. The rebate amount for infant fruits/vegetables Puerto Rico and Virgin Islands is \$_____per ounce authorized
3. The lowest wholesale cost of the offered 2.5 ounce containers of infant meats for Puerto Rico and Virgin Islands is \$_____ per ounce.
4. The rebate amount for infant meats for Puerto Rico and Virgin Islands is \$_____per ounce authorized

Bidder's Representative
Rev. 9-15-2009

Name and Title

Date