



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
FOOD10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 42
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	FOB	FREIGHT TERMS
02/08/2011				

BID OPENING DATE: 02/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				*****ADDENDUM NO. 2*****		
1.	ATTACHED:			FOOD10 SPECIFICATIONS AND CONDITIONS		
2.	ATTACHED:			FOOD10 CERTIFICATION SHEET		
3.	ATTACHED:			ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
0001	1	EA		393-48		
	STATEWIDE CONTRACT - OPEN END TO SUPPLY FOOD					
	***** THIS IS THE END OF RFQ FOOD10 ***** 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'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

## FOOD10 Specifications and Conditions

**Scope:** This contract is to provide canned foods, staple groceries, dietetic foods, frozen foods, coffee and miscellaneous items to all State Agencies.

**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 all 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 West Virginia, the vendor must clearly indicate such refusal in his bid. Such refusal shall not prejudice the award of this contract in any manner.

**Purchases:** Food purchase through the contract for 2009 was approximately \$3.2 million. Note: This is shown for information only and should not be construed as any guarantee of future contract use. All listed quantities are estimates. Actual quantities may be more or less than the stated quantities.

**Freight:** All prices must be F.O.B. destination with freight charges included in the bid price. A minimum shipment shall be \$200.00 mixed.

**Minimum orders:** Orders for less than the minimum amounts may be purchased in accordance with standard agency purchasing procedures of the agency may choose to order less than the minimum by paying the freight charges. All freight charges must be prepaid, but orders for less than the minimum shall have the freight bill attached to the invoice.

**Beverage Taxes:** Vendors must include all applicable beverage taxes in the prices quoted.

**Brands:** Vendors should indicate the brand names being bid on all items. Failure to indicate a brand name may be reason to disqualify the bid on that item. Packer label product is acceptable but the correct brand or label must be stated.

**Stock:** Successful vendors must provide all items awarded. Frequent out-of-stocks will not be tolerated. Such frequent "out-of-stock items" may result in the item canceled from the contract and awarded to another vendor. On the occasion when a product is not available, the vendor shall notify the ordering agency prior to delivery so that an adjustment may be made or an alternate product considered. Bidders should not enter a price quotation for any item they do not plan to stock.

**Damaged:** Damaged and/or dents on seams or rims of cans and mis-shaped or mashed boxes shall not be accepted. The product must be able to be opened without difficulty. No products will be accepted if the manufacturer's seal has been tampered with or broken. Any shipments containing such defective merchandise must be replaced and credit issued.

### **Minimum Shelf Life**

Items shall have a minimum shelf life as follows for each type of product:

Frozen Food:	3 Months
Canned Food:	6 Months
Staples & Box Mixes:	3 Months

Expiration Dates:

Vendors shall make every effort to ensure that products supplied have expiration/shelf life or "**best if used by**" plainly marked.

**Quality:** All items should be USDA Grade A or USDA Grade 1 unless noted in the item specifications. All products must be of the quality level specified. All items bid should include the brand name the vendor intends to provide. Any item found not to be an acceptable quality shall result in a complete refund on all of such product

delivered, including any quantity used to test the product. Vendor shall promptly remove and replace any product supplied through this contract that any agency has received and determined that the product is unsatisfactory and/or is not suitable for their facility. This removal and replacement shall be done in a timely manner. Failure to do so may result in cancellation of contract.

**Dietetic:** Such items are identified on the bid sheet with the letter "D" in the column labeled "Diet" or the description contains the appropriate information. Vendors who bid these items shall guarantee they are bidding items that contain no sugar or salt as indicated on the line item.

**Samples:** Bidders may be required to provide samples (small quantity) of any product that is bid to allow "taste tests" to be conducted. These taste test panel will be composed of 10-12 people. If the panel decides a product is unacceptable, no award will be made for that product bid.

**Deliveries:** Deliveries will not be accepted on Saturday, Sunday, Legal Holidays, nor after 3:00 p.m. Monday through Friday. Vendor shall work out a delivery schedule that satisfies the requirements of each agency.

**Coffee:** The product shall be packed in substantial commercial containers. The package size will be specified by the agency when requesting delivery. The net weight shall be shown. Ground coffee shall not include chicory as a substitution or extender.

**Pricing Pages:** Bidders are requested to type the attachment "FOOD10 Pricing Pages". This electronic document will be available after the mandatory pre-bid on 01/06/2011.

Bidders shall submit a paper (hard copy) of the Pricing Pages, in addition to electronic copy (computer disk) with their bid. The paper copy shall rule if any deviation exists between the paper copy and the electronic copy.

**Awards:** Each successful vendor (it is anticipated that a multiple award will be issued and agencies shall order from the lowest-cost

provider for the item that meets their requirement) who is awarded a contract shall be provided an excel spreadsheet (hard copy and disk) of the items awarded on that contract. Successful vendors who request price changes shall be required to submit an electronic copy of the entire list- either via e-mail or computer disk. Each item with a price change shall be identified in bold. This will simplify the ordering and auditing process. This will reduce the effort for both ordering and auditing. Currently, all change orders must be searched to confirm the price of any product.

The item number shown on the item in the RFQ shall remain the same through the award process. This means that an award may be for item 1, 15, 20, etc. Keeping the same item number throughout the RFQ and contract cycle should also reduce confusion.

**Alternate Items:** Vendor may provide an alternate item for any item listed on the pricing pages. If providing an alternate, please provide the item number for which the alternative is offered, adding an "a" after the number. If the alternate item is accepted, it will be incorporated into the list with the number and letter designation added. You may add additional pages as needed to accommodate alternate items you wish to bid. All categories of information shall be completed for these alternate items.

**Sizes:** Vendor shall note both the size and the quantity as prices and as required for order (such as 24 cans/ 16 oz each) of each product.

**Miscellaneous:** No **pork additives** are acceptable in products that are not pork-related. For example, agencies will know that ham and bacon are obviously pork. No pork additives in gelatin or other foodstuffs shall be acceptable. **MSG** should be avoided. Bidders shall note any product they are bidding that contains MSG. If at all possible, products in **glass containers** should not be bid. There may be certain products that are available only in glass; but, if the product is available in metal cans or plastic, bidders should bid those items. Bidders must indicate if the container for the product they are bidding is glass.

**Cereal will not be a part of this contract; it is covered on an existing statewide contract.**

**Reports:** Successful vendors shall be required to submit quarterly reports on the orders received during the quarter. Each report shall identify the quantities by line item, dollar value of line items, and total dollars sold during the quarter. Vendors shall also be required to report the agency(s) from whom the orders were received. Annual reports shall also be required which will be a summary of the four quarters. Each report shall be due within 30 days of the end of each quarter.

Submit to: [jean.y.jones@wv.gov](mailto:jean.y.jones@wv.gov)

**Electronic Transmittal:** Bidders must submit a paper copy of the pricing pages as well as an electronic copy. The RFQ, is also available online. **\*Pricing on the paper copy will prevail.**

## Certification

FOOD10

By submitting a signed bid for FOOD10 – supplying food products- vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

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Vendor (Type Name of Company)

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Address

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Name (Type Name)

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Title

---

Signature

---

Date

Note: No contract shall be awarded prior to receipt of this certification.



EXHIBIT 10

REQUISITION NO.: .....

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 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE