



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  
**DBSM121059**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**SCHOOL FOR THE DEAF & BLIND**  
**RECEIVING DEPARTMENT**  
  
**301 EAST MAIN STREET**  
**ROMNEY, WV**  
**26757-1894 304-822-4810**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **05/24/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		390-84		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA SCHOOLS FOR THE DEAF AND BLIND, IS SOLICITING BIDS TO PROVIDE PRODUCE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/08/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>PRODUCE</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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>						

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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).



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
DBSM121059

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

SCHOOL FOR THE DEAF & BLIND  
 RECEIVING DEPARTMENT  
  
 301 EAST MAIN STREET  
 ROMNEY, WV  
 26757-1894      304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **05/24/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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> <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>						

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  
**DBSM121059**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**SCHOOL FOR THE DEAF & BLIND  
 RECEIVING DEPARTMENT  
 301 EAST MAIN STREET  
 ROMNEY, WV  
 26757-1894 304-822-4810**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2012				

BID OPENING DATE: **05/24/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>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>						

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
DBSM121059

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

SCHOOL FOR THE DEAF & BLIND  
 RECEIVING DEPARTMENT

301 EAST MAIN STREET  
 ROMNEY, WV  
 26757-1894 304-822-4810

DATE PRINTED: 04/25/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: SHELLY MURRAY</p> <p>RFQ. NO.: DBSM121059</p> <p>BID OPENING DATE: 05/24/2012</p> <p>BID OPENING TIME: 1:30 PM</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> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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'

**WEST VIRGINIA SCHOOLS FOR THE DEAF AND THE BLIND****FOOD COMMODITIES—PRODUCE****REQUEST FOR QUOTATION—DSBM121059****PURPOSE**

The purpose and intent of this request for quotation is to establish a contract to provide specified food products to the West Virginia Schools for the Deaf and the Blind, Romney, WV, in accordance with the terms, conditions, and specifications contained herein.

**SCOPE OF WORK**

The successful vendor shall furnish all resources required to provide the West Virginia Schools for the Deaf and the Blind with the food items specified herein.

1. **Pricing, Invoicing & Percentage Mark-up:** Upon submission of invoice for payment the successful vendor will be required to provide a current invoice from the vendor's supplier which lists the actual wholesale cost paid by the vendor for the product. (Normally, food will be ordered during the week prior to delivery and the vendor shall submit a current invoice from the vendor's supplier that reflects that week's wholesale costs for product purchase.) Example: If the vendor receives an order the week of March 5, 2012, and delivery is set for the following week of March 12, 2012, the invoice(s) from the vendor's supplier(s) shall reflect prices for the week of March 5, 2012. Percentage (%) mark-up shall be fixed by the successful vendor and shall be good for the life of the contract. The percentage (%) mark-up shall reflect the vendor's profit, overhead, and delivery charges. If there is any item the bidder is not bidding on, it should be notated on the bid form as "no bid" by filling in "nb" in the mark-up column.
2. **Estimated Quantities:** The quantities specified on the bid form/pricing schedules are provided for bidder information purposes only and don't represent actual volume, which may or may not be experienced. The successful vendor shall be required to fill all orders regardless of the original estimated quantities shown on the bid form/pricing schedules. The West Virginia Schools for the Deaf and the Blind will not consider any bids that stipulate a guarantee to order a specific quantity or dollar amount of any item. Some reduction in pack size on various items may be required. The school, to the degree possible, has notated on the bid sheet items for which smaller pack sizes need to be available.
3. **Use of Brand Names and Product Availability:** Unless otherwise provided in this solicitation by the notation "**no substitutes,**" the use of a certain brand name(s) and/or product number(s) does not restrict bidders to specific brand names and/or product numbers, but conveys the general style, type, source and quality of the item desired. If there is any deviation in pack, source, quality, etc. of the bid item from that prescribed in the specification, bidders shall indicate in the column marked "**proposed brand/packaging**" on the bid form/pricing schedule and clearly indicate the proposed substitution and packaging information. Bidders shall submit a sample if requested, so the School can determine if the substitution is of equal quality. If an

item is normally only available seasonally, the bidder shall indicate on the bid form's seasonality column the approximate dates of availability, e.g., May-June.

4. **Packaging:** Bidders shall clearly note any deviation in packaging from the original specifications, and shall state the unit price as it applies to the applicable, offered unit packaging. The school reserves the right to reduce deviations in packaging to a common denominator, so that equal quantities are considered for the evaluation of all bids. Size of individual fruits, vegetables, meats may vary somewhat, e.g., apples, turkey breast, and the pack sizes given are based on the size of an average fruit, vegetable, or meat. The school expects pack sizes to deviate no more than two (2) percent of the size listed on the bid form/pricing schedule. The vendor shall package and label all products specified herein in accordance with accepted trade practices, in sufficiently sturdy and clean containers in accordance with regulations of the West Virginia Health Department, U. S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
  
5. **Preferences:** To the degree possible, the owner prefers the following qualities for products specified herein:
  - Domestically grown and packaged fruits and vegetables when available (non-domestically grown and packaged fruits and vegetables may be used when domestically grown products are not available or price is more costly)
  - Products with minimal amounts of artificial ingredients and colors
  - Processed products which DO NOT contain BHA, BHT, and MSG
  
6. **Product Quality & Size:** All products provided by the successful vendor must be first quality or equivalent, e.g., grade A, choice, fancy, prime, and must have a shelf life of at least seven (7) days from date of delivery when stored under proper environmental conditions, e.g., appropriate refrigeration. The successful vendor shall supply products specified herein that are processed, packaged and delivered in accordance with the regulations of the West Virginia Health Department, U. S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act. The vendor shall supply all products free from spoilage, contamination, deterioration, and/or other visible and non-visible damage. The school reserves the right not to accept any product that is found to be damaged or of inferior quality. The vendor shall date code products and reveal said date code to the designated representatives. Delivery of substandard products by the vendor may result in cancelation of the contract. In the event of a local, state, national, or international recall of a particular item/product, the vendor shall notify the school of the recall in writing (electronic notification acceptable) within four (4) working hours of the date/time when the vendor became aware of the recall, federal holidays and weekends excluded.
  
7. **Samples:** If requested by the school, bidders shall furnish samples of any item on which they submit a bid price, within three (3) working days after the school makes the request. Failure to submit requested samples may eliminate the bidder from further consideration. Bidders shall submit samples free of charge, packed in the original container, clearly marked "SAMPLE" with the bid number, bid item number, bidder's name and address. Bidder's samples will be evaluated to determine compliance with all major characteristics of the product indicated. Failure of samples to conform to all such characteristics will result in rejection of the bid.

8. **Inspection/Testing:** An authorized representative of the school will have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. The representative may conduct standard tests for any items delivered under the terms of this contract, for the purpose of insuring satisfactory vendor performance. Products supplied under the resulting contract must be in strict accordance with the specifications herein, and may be subject to testing by the school's food service staff and/or the West Virginia Department of Health or the West Virginia Department of Education Office of Child Nutrition. The school may also conduct periodic random product testing during the term of the contract.
9. **Time of Performance/Delivery:** The successful vendor shall provide delivery within 7 business days **after receipt of order.** Day(s) of delivery will be mutually agreed upon by the successful vendor and the school. Minimally, the school will require one day a week delivery preferably on Tuesday or Wednesday with the option of a second day during the week, preferably Thursday or Friday. All deliveries should be made at the school at the designated campus locations between the hours of 8:00 AM and 3:00 PM, on the mutually designated day(s) (same day(s) each week), and at the designated campus locations, unless otherwise notified. Deliveries will be made at the school's two cafeterias and the food warehouse (Central Supply) as designated on the weekly order form. The vendor should make deliveries as required, based on the delivery schedules agreed upon between the school's representative (Director of Food Service) and the vendor. During certain weeks of the year there may be no food orders as the school/campus does not have programs in session, e.g., holiday and summer breaks. There may also be weeks in which higher/lower order volumes are experienced due to increased or decreased programming.
10. **Location:** The West Virginia Schools for the Deaf and the Blind is located at 301 East Main Street, Romney, WV 26757. The vendor will make all deliveries **inside,** to the locations designated by the school's director of food service.
11. **Sales/Delivery Tickets:** The vendor shall leave two copies of all delivery/sales tickets at the school. The vendor shall obtain the signature of the food service manager or designee on all delivery/sales tickets at each location. The vendor shall supply the following information on each and every delivery/sales ticket:
  - Bill to: specific location name, ship-to-location, and account number
  - Name, quantity and unit price and extension for each item, and total for all items
  - Notation of any/all shortages
  - Signature of authorized receiving personnel
  - Breakdown of items by category
12. **Delivery Vehicles:** The vendor should deliver all products in vehicles maintained in a sanitary condition. The vendor should organize products to prevent damage or spoilage during transport, and to allow easy access upon delivery. The vendor should provide vehicles that maintain the proper temperature for frozen, fresh and perishable items. The vendor should not leave vehicle engines running during deliveries, and should lock and secure vehicles while away from them during deliveries.



13. **Ordering Procedures/Substitutions:** The vendor shall provide order forms, both in paper and electronic forms, to the school within seven (7) days of notification of contract award. The vendor shall provide forms as required throughout the term of the resulting contract at no charge to the school. Submission of forms to the vendor will be done electronically, e.g., fax, e-mail, and will not require a weekly visit from the vendor's salesperson. The vendor will receive each week's orders from the school's Director of Food Service, the accounts payable accountant, the executive director of finance, or other specified and designated representative. All orders for the following week will be received at least five working days prior to the scheduled delivery date. The vendor shall not accept orders from any other individuals. The contractor will deliver at a minimum of once per week, or as mutually agreed upon by the school's representative and the vendor. The vendor shall contact the school's food service director in the event an ordered contract item is not available. Substitutions are at the discretion of the school and must be an approved product of equal or greater quantity. The vendor shall extend the contract price for substituted items. If an item is not available through the primary vendor, the school reserves the right to contact a secondary supplier.
14. **Shortage/Credit Procedures:** The vendor shall issue a credit for shortages and/or damaged or substandard product on each monthly statement, based on the following procedure:
- **Shortages:** The West Virginia Schools for the Deaf and the Blind representative will check each food and supply shipment upon delivery. This person will note and record any shortages and/or damaged or substandard quality products on the delivery/sales ticket, and will indicate their preference for credit or replacement of product.
  - **Monthly Report:** The vendor shall provide a computer-generated monthly usage report for the contract administrator.
15. **Pricing:** All prices shall be inclusive of Freight on Board (F. O. B.) destination and shall include **ALL** charges that may be incurred in fulfilling the terms and conditions of the resulting contract. Percentage mark-up shall remain firm for the term of the contract.
16. **Contract Administration:** The successful administration of this contract will require close coordination with the contract administrator. The school's Executive Director of Finance who serves as the school's procurement manager has designated the school's Director of Food Service as the contract administrator. The contract administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the school's Executive Director of Finance and the Director of WV State Purchasing and issued as a written change order to the contract. The vendor will work closely with the contract administrator during this contract to ensure that goods are provided in accordance with the contract.
17. **Contract Period:** The period of this contract shall be for one year from the date of the award. The contract extends for a period of one calendar 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 school and the WV State Director of Purchasing 30 days written notice. This contract may be renewed upon the mutual written consent of the spending unit (school) and vendor, submitted to the WV State 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. The WV State 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.

18. **Open Market Clause:** The WV State Director of Purchasing may authorize a spending unit (school) 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.)

19. **Evaluation and Award:** The spending unit (school) will evaluate and award the bid to the lowest responsive, responsible bidder(s), based on the **extended cost** for items as specified on the Bid Form/Pricing Schedule. In order to calculate the **extended cost** for each item, bidders shall *multiply the estimated quantity times the total wholesale\* unit cost plus (+) the percentage mark-up*. Bidders shall calculate the **grand total extended cost** by *adding all extended costs for each individual item*. The school reserves the right to make a separate award of each item or all items and to make an award either in whole or in part, whichever is its best interest. The school reserves the right to award to only one (1) or two (2) bidders. The state also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be its sole interest. **Bidders are reminded to return all required forms when submitting their bid.**

\*Wholesale cost provided on the bid sheet will be for evaluation purposes only, and should be based on wholesale cost the week prior to bid opening.

20. **Method of Invoicing/Payment:**

*Invoicing:* The vendor shall submit detailed invoices to Accounts Payable, WV Schools for the Deaf and the Blind, 301 East Main Street, Romney, WV 26757 on a monthly basis. Delivery tickets at the ship-to location will not be considered for payment. The signed delivery tickets provided with each delivery will be used to verify the invoices. The vendor will provide the detailed information as specified in #2 and # 11 of this document on each invoice.

*Payment:* The West Virginia Schools for the Deaf and the Blind will make payment within forty-five (45) days of receipt of accurate and complete invoices.

21. **Special Terms & Conditions:**

*Work Site Damages:* Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the school's satisfaction at the vendor's expense.

*Extra Charges Not Allowed:* The bid price shall be for complete delivery, ready for the school's use, and shall include all applicable freight charges; extra charges will not be allowed.

22. **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.

BID FORM FOR FOOD COMMODITIES--PRODUCE-- WV SCHOOLS FOR THE DEAF AND THE BLIND DBSM121059

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY
<b>PRODUCE</b>								
ALFALFA SPROUTS		1 4 OZ	27					
APRICOTS		1 15 LB.	90					
APPLE GALA 100/113 CT		1 40 LB	108					
APPLE GLDN DEL FCY 100CT		1 40 LB	108					
APPLE GRANNY SMITH FCY 100CT		1 40 LB	18					
APPLE RED DEL FCY 163 CT		1 40 LB	36					
APPLE RED DEL FCY 125 CT		1 40 LB	108					
APPLE RED DEL/GLDN/PEAR COMBO		20 LB.	45					
ARUGULA FRESH		1 1 LB.	12					
ASPARAGUS FRESH STD		1 11 LB.	12					
AVOCADO	1 ONLY		1	12				
AVOCADO		1 48 CT	18					
BANANA FRESH		1 40 LB.	225					
BANANA FRESH		1 10 LB.	12					
BANANA FRESH GREEN		1 40 LB.	115					
BASIL FRESH		1 1 LB.	12					
GREEN BEAN TRIMMED FRESH		2 5 LB.	90					
BLUEBERRY FRESH		12 .5 PT	32					
BROCCOLI FLORET MINI		4 3 LB	36					
BROCCOLI FLORET MINI	1 ONLY	3 LB	45					
CABBAGE GREEN FRSH MEDIUM		1 25 LB	12					
CABBAGE GREEN FRSH SACK LARGE		1 50 LB	5					
CABBAGE RED SHRED 1/8"		1 5 LB.	10					
CABBAGE SHRED FINE CUT SLAW		1 5 LB.	50					
CABBAGE SHRED FINE CUT SLAW		4 5 LB.	4					
CARROT BABY WHOLE PEELED FRESH	1 ONLY	1 LB.	50					
CARROT JUMBO FRESH		1 50 LB	5					
CARROT STICK ST 3/8 IN x 4 IN		1 5 LB.	50					
CAULIFLOWER CELLO WRAPPED FRESH		12 EACH	50					
CAULIFLOWER FLORET MINI CUT	1 ONLY	3 LB	40					
CELERY FRESH		1 30 CT	5					
CELERY FRESH	1 ONLY	EACH	40					
CELERY STICK FRESH 4 IN		4 5 LB.	15					
CHIVES FRESH		1 4 OZ	12					
CLEMENTINES		1 21 CT	30					



DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY
COLLARD GREENS		1 18 LB	12					
CILANTRO FRESH		1 4 OZ	10					
CRANBERRIES FROZEN		24 12 OZ	6					
CUCUMBER ENGLISH FRSH		1 12 CT	50					
CUCUMBER SELECT FRESH		1 50-55 LB.	12					
DILL BABY FRSH HERB		1 4 OZ	10					
EGGPLANT WHL FRESH		1 BUSHEL	12					
GARLIC CLOVE FRESH	5 LB.	UNSIZED	2					
GARLIC PEELED FRESH JAR	1 ONLY	5 LB.	12					
GRAPE RED SEEDLESS		1 18 LB	225					
GRAPE RED SEEDLESS FRSH		1 5 LB.	30					
GRAPE WHITE SEEDLESS FRESH		1 18 LB.	225					
GRAPE WHITE SEEDLESS FRESH		1 5 LB.	30					
GRAPEFRUIT RUBY RED FRESH		1 40 CT	15					
GRAPEFRUIT SEGMENTS		2 8 LB.	12					
GREEN COLLARD FRESH		1 BUSHEL	10					
KALE		1 EACH	24					
KIWI FRUIT FANCY FRESH		1 36 CT	40					
LEMON FRESH		1 12 CT	10					
LETTUCE CELLO WRAPPED	1 ONLY	EACH	96					
LETTUCE CELLO WRAPPED		24 EACH	5					
LETTUCE GREEN LEAF	1 ONLY	EACH	40					
LETTUCE GREEN LEAF		1 24 CT	5					
LETTUCE MIX		4 5 LB.	80					
LETTUCE MIX	1 ONLY	5 LB.	225					
LETTUCE RED LEAF		1 24 CT	10					
LETTUCE ROMAINE HEART OF FRESH		4 12 CT	24					
LETTUCE SHRED 1/4"		4 5 LB.	10					
LIME FRESH		1 12 CT	12					
MANGO FRESH		1 8-12 CT	48					
MELON CANTALOUPE CHUNK		1 8 LB.	10					
MELON CANTALOUPE FCY FRESH		1 18 CT	10					
MELON CANTALOUPE FCY FRESH		1 6 CT	40					
MELON HONEYDEW CHUNK		1 8 LB.	10					
MELON HONEYDEW FRESH		1 8 CT	20					
MELON HONEYDEW FRESH		1 3 CT.	12					
MELON WATERMELON FRESH		1 EACH	70					

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY
MELON WATERMELON SEEDLESS		1 4 CT.	10					
MELON WATERMELON WHOLE SEEDLESS FRESH		1 1 CT.	70					
MESCLUN SPRING SALAD MIX		1 3 LB	55					
MUSHROOMS LARGE		1 3 LB	25					
MUSHROOMS MEDIUM		1 10 LB.	10					
MUSHROOM PORTABELLA #1 BULK		1 5 LB.	20					
MUSHROOMS SHITAKE		1 3 LB	8					
NECTARINES		1 15 LB.	175					
ONIONS GREEN SPRING		48 4'S	8					
ONIONS GREEN SPRING	1 ONLY	4'S	24					
ONION RED MED FRESH CARTON		1 25 LB	18					
ONION VIDALIA FRESH		1 40 LB	10					
ONION VIDALIA FRESH		1 1 LB.	240					
ONION WHITE JMBO FRESH		1 10 LB.	10					
ONION YELLOW DICED 1/4"		4 5 LB.	20					
ONION YELLOW DICED 1/4"		1 5 LB.	20					
ONION YELLOW JUMBO FRESH BOX		1 50 LB.	10					
ONION YELLOW MEDIUM FRESH CTN		1 50 LB.	8					
ONION YELLOW SLICED 1/4"		4 5 LB.	10					
ONION YELLOW SLICED 1/4"		1 5 LB.	25					
ORANGE NAVEL CHOICE FRESH		1 5 LB.	50					
ORANGE SECTIONS		1 8 LB.	15					
ORANGE VALENCIA CHOICE FRESH		1 88 CT	48					
ORANGE VALENCIA CHOICE FRESH		1 113 CT	48					
PAPAYA		1 8-12 CT	45					
PARSLEY CLEAN WASH FRESH HERB	1 ONLY	1 LB.	12					
PARSNIP BULK		1 25 LB	2					
PEA SNOW TRIMMED FRESH		1 10 LB.	48					
PEACHES FRESH		1 25 LB	100					
PEARS D'ANJOU		1 4/5/ BUSHEL	200					
PEAR WESTERN 120 CT FRESH		1 4/5 BUSHEL	45					
PEAR WESTERN FRESH		1 5 LB.	25					
PEPPER BELL RED FRESH		1 3 LB	20					
PEPPER BELL RAINBOW PREMIUM GOURMET LARGE		1 11 LB.	24					
PEPPER BELL YELLOW FRESH		1 3 LB	20					
PEPPER BELL GREEN CHOPPED		1 25 LB	20					
PEPPER GREEN BELL FRESH		1 3 LB	150					

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY
PEPPER YELLOW BELL FRESH		1 15 LB.	24					
PINEAPPLE CHUNK GOLDEN RIPE		1 8 LB.	48					
PINEAPPLE GOLDEN RIPE FRESH		1 6 CT	10					
PLUMS, RED OR BLACK		1 25 LB	100					
POTATO BAKING IDAHO		1 80 CT	50					
POTATO BAKING IDAHO FRESH		1 60 CT	25					
POTATO BAKING IDAHO FRESH		1 90 CT	25					
POTATO BAKING IDAHO FRESH		1 100 CT	70					
POTATO BAKING IDAHO FRESH		1 70 CT	25					
POTATO COOKING OR WHITE		1 50 LB	10					
POTATO RED US #1		1 50 LB	40					
POTATO RED SMALL "NEW"		1 5 LB.	25					
POTATO WHITE SMALL "NEW"		1 5 LB.	25					
POTATO SWEET FRESH MEDIUM		1 40 LB	40					
POTATO SWEET FRESH		1 20 LB	25					
POTATO YUKON GOLD		10 5 LB.	40					
RADICCIO		1 9 CT	12					
RADISH RED CELLO PACK FRESH		6 6 OZ	40					
RASPBERRY RED FRESH		12 .5 PT	48					
ROSEMARY FRESH		1 4 OZ	12					
SAGE FRESH		1 4 OZ	10					
SHALLOT DRY FRESH		1 5 LB.	2					
SPINACH BABY FRESH		1 4 LB	48					
SQUASH BUTTERNUT FRESH		1 35 # AVG.	8					
SQUASH YELLOW		1 1/2 BUSHEL	12					
SQUASH ZUCCHINI MEDIUM FRESH		1 1/2 BUSHEL	12					
STARFRUIT		1 15 LB.	30					
STRAWBERRY FRESH		2 4 LB	80					
STRAWBERRY FRESH		1 PINT	60					
TANGARINES		1 120'S	200					
TANGALOS		1 80'S	125					
TARRAGON FRESH		1 4 OZ	4					
TOMATO 2 LAYER 5 X 5 FRESH		1 60 CT	12					
TOMATO BULK FRESH MEDIUM		1 10 LB.	80					
TOMATO BULK FRESH MEDIUM 6 x 7		1 25 LB	15					

DESCRIPTION	PACK	SIZE	*ESTIMATED ORDER QUANTITY	**COST	*** % MARKUP	****EXTENDED COST	PROPOSED BRAND/ PACKAGING	*****SEASONAL ONLY
TOMATO CHERRY	12	1 PT	25					
TOMATO GRAPE FRESH	12	1 PT	100					
TOMATO ROMA	1	25 LB	4					
TURNIPS, FRESH	1	25 LB	4					
* ESTIMATED ORDER QUANTITY PROVIDED FOR BIDDER INFORMATION PURPOSES ONLY AND DOESN'T REPRESENT ACTUAL VOLUME, WHICH MAY OR MAY NOT BE EXPERIENCED.						GRAND TOTAL EXTENDED COST \$		
** WHOLESALE COST USED BY BIDDER SHALL BE THE VENDOR COST THE WEEK PRIOR TO BID OPENING AND IS FOR COMPARISON PURPOSES ONLY. UPON AWARD THE ACTUAL WHOLESALE COST THE VENDOR PAYS MUST BE SUPPORTED BY A COPY OF THE VENDOR'S INVOICE FROM THE SUPPLIER.								
***% MARK-UP= YOUR PROFIT, OVERHEAD & DELIVERY VENDOR SHOULD WRITE "nb" for no bid on any item not being bid Mark-up remains fixed for life of the contract.								
****EXTENDED COST=ANNUAL ESTIMATED ORDER QUANTITY X WHOLESALE COST PLUS % MARK-UP								
*****SEASONAL--VENDOR SHOULD CHECK IF ITEM IS ONLY AVAILABLE SEASONALLY AND INDICATE TIMES OF YEAR, E.G., MAY-JUNE								



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** \_\_\_\_\_

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.