



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
VNF1476

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE

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
01/30/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-84		
FOOD PRODUCTS						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE FOOD PRODUCTS FOR THE WV VETERANS NURSING FACILITY LOCATED IN CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS.						
INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/15/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						
EXHIBIT 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 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).



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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> <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</p>						

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<p>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 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. 01/17/2012</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE</p>						

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<p>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> <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 EXTEN 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC</p>						

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<p>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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----VNF1476-----</p> <p>BID OPENING DATE:-----03/01/2012-----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ VNF1476 ***** TOTAL: _____						

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VNF1476**WV Veteran Nursing Facility****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 Veteran Nursing Facility is a 120 bed facility for Veterans, with 20 beds for Special Needs Veterans.

Vendor responsibilities:

Samples must be provided upon the request by the 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 the contract.

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

Deliveries must be made Monday – Friday from 8:00am – 3:30pm. 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 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 3:00pm 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.

Invoice 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 on voices 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.

Award:

The contract will be awarded to one vendor with the lowest grand total amount meeting all of the specifications with the most complete bid.

Estimated quantities listed on the bid form are for bidding purposes only, more or less may be purchased by the agency.

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
BREAKFAST:								
Oatmeal, Apple Cinnamon -Instant	Quaker	1.9 oz Bowl					240 ea	
Oatmeal Brown Sugar - Instant	Quaker	1.9 oz Bowl					480 ea	
CRACKERS/CHIPS:								
100 Calorie Cheese Nip Crackers	Kraft	.74 oz Individual Packs					720 ea	
100 Calorie Variety Pack	Kraft	Individual Packs					340 ea	
Cracker Basket Assortment(Wheat, Melba Toast, Sesame, Ritz)	Nabisco	2 Crackers per Individual Pk					4000 ea	
Potato Chips, Salt Free	Dirty	2 oz Individual Bags					500 ea	
Frito Lay Assorted Chips	Frito Lay	1 oz Individual Bags					2400 ea	
Assorted Baked Chips	Frito Lay	1 oz Individual Bags					2400 ea	
Cheese -Its	Nabisco	Individual Bags					600 ea	
GoldFish Crackers	Pepperidge Farms	Individually Wrapped					3000 ea	
Variety Pack--Sun Chips	Frito Lay	1.5 oz Pack					640 ea	
Ritz (low sodium)	Nabisco	Individually Wrapped					3000 ea	
Captain's Wafers	Lays	Individually Wrapped					4000 ea	
Snack Grab-N-Go Assortment	Kelloggs	84 Ct					2520 ea	
COOKIES/CAKES/PIES:								
100 Calorie Fudge Stripe	Keebler	4.44 oz Individual Packs					1200 ea	
100 Calorie Chips Ahoy Cookies	Nabisco	.81 oz Individual Pack					720 ea	
Short Bread - Sugar Free	Keebler	1.06 oz Individual Bag					1200 ea	
Sugar free Crème Cookies	Keebler	3 ct Individual Pack					1200 ea	
Sugar Free Soft & Chewy (Lemon, Chocolate Chip)	Burlington Farms	1 Per Pack					3180 ea	
Soft & Chewy (Chocolate Chip, Sugar, Peanut Butter, Oatmeal Raisin)	Burlington Farms	1 Per Pack					2160 ea	
Apple Cinnamon Snack Cakes	Super Bake	2 oz Individual					2700 ea	
Banana Nut Snack Cakes	Super Bake	2 oz Individual					900 ea	
Mini Loaves - Blueberry	Super Bake	2 oz Individual					900 ea	
Sugar Free Fifty-50 Wafers (Chocolate, vanilla, strawberry, vanilla)	Fifty-50	3.50 oz					160 ea	
Vanilla Wafers	Keebler	Individual Packs					120 ea	

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
SOFT SERVICE ICE CREAM/FROZEN YOGURT:								
Ice Cream Mix Chocolate	Broughton	.5 gal					360 ea	
Ice Cream Mix Vanilla	Broughton	.5 gal					360 ea	
Ice Cream-Sugar Free Banana Split	Blue Bunny	1.8 qt					80 ea	
Ice Cream-Bunny Traks	Blue Bunny	1.8 qt					40 ea	
Yogurt Mix Chocolate	Columbo	.5 gal					60 ea	
Yogurt Mix Fat Free Vanilla	Columbo	.5 gal					60 ea	
Yogurt French Vanilla	Columbo	.5 gal					60 ea	
Yogurt Mix Peanut Butter	Columbo	.5 gal					60 ea	
Yogurt Mix Strawberry	Columbo	.5 gal					60 ea	
Yogurt Mix Peach	Columbo	.5 gal					60 ea	
Yogurt Mix Pumpkin Pie	Columbo	.5 gal					120 ea	
Yogurt Mix Black Raspberry	Columbo	.5 gal					180 ea	
Yogurt Mix Orange	Columbo	.5 gal					180 ea	
Yogurt Mix Banana	Columbo	.5 gal					60 ea	
Sugar Free Chocolate	Broughton	4 oz Cups					960 ea	
Sugar Free Vanilla	Broughton	4 oz Cups					480 ea	
Sugar Free Strawberry	Broughton	4 oz Cups					480 ea	
Fruit Snacks:								
Diced Pears in Juice	Dole	4 oz Cups					480 ea	
Plums	Sunsweet	Individually Wrapped					240 ea	
Prunes	Sunsweet	Individually Wrapped					240 ea	
Mandarin Orange Cups	Dole	4 oz Cups					480 ea	
Applesauce-Cinnamon	Musselmanns	4 oz Cups					720 ea	
Applesauce-Peach Light	Musselmanns	4 oz Cups					480 ea	
JELLO:								
Kiwi Berry W/Pears	Dole	4.3 oz Individual Cups					360 ea	
Sugar Free Assorted Jello	Jello	4.3 oz Individual Cups					480 ea	
Orange Jello W/Mandarin Oranges	Jello	4.3 oz Individual Cups					360 ea	
BEVERAGES:								
Juice Apple Bag-N-Box 5+1	Lemon-X	3 gal					90 ea	
Juice Cranberry Select Bag-N-Box 5+1 12%	Lemon-X	3 gal					60 ea	
White Grape Juice-Bag-N-Box	Lemon-X	3 gal					30 ea	
Juice Orange Bag-N-Box 4+1 100%	Lemon-X	3 gal					120 ea	
Sweet Tea Bag-N-Box	Lemon-X	3 gal					120 ea	
Unsweetened Tea Bag-N-Box	Lemon-X	3 gal					90 ea	

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Juice - Pineapple	Ruby Kist	5.5 oz Cans					480 ea	
Bottled Spring Water	Spring Reflections	8 oz					280 ea	
Shasta Caffeine Free (Cola, Ginger Ale)	Shasta	8 oz					480 ea	
Shasta Caffeine Free Diet (Cola, Ginger Ale)	Shasta	8 oz					720 ea	
Sports Drink (Orange, Grape, Lemon-Lime, Fruit Punch)	Gatorade	8-10 oz					360 ea	
PUDDING AND DAIRY:								
Cottage Cheese	Breakstone	4 oz Cups					320 ea	
Activia Yogurt	Dannon	4 oz Cups					480 ea	
Sugar Free Pudding (Vanilla, Banana, Chocolate, Butterscotch, Tapioca)	Hunts	4 oz Cups					960 ea	
Cheddar Cheese Squares	Kraft	Individually Wrapped					2000 ea	
Refrigerated Mozzarella Cheese Sticks	Kraft	Individually Wrapped					1680 ea	
Sugar Free Magic Cups Vanilla-Supplement	Hormel	4 oz Cups					1920 ea	
SANDWICHES:								
Turkey & Cheese - Frozen	Deli Break	4.3 oz Individually Wrapped					450 ea	
Ham and Cheese - Frozen	Deli Break	4.3 oz Individually Wrapped					450 ea	
Wheat Bread-Grilled Cheese - Frozen	Smuckers	3 oz Individually Wrapped					480 ea	
Hot Pockets - Ham & Cheese	Hot Pockets	3 oz Individually Wrapped					240 ea	
Hot Pockets - Turkey	Hot Pockets	3 oz Individually Wrapped					240 ea	
Hot Pockets - Broccoli Cheese	Hot Pockets	3 oz Individually Wrapped					240 ea	
Hot Pockets - Meatball	Hot Pockets	3 oz Individually Wrapped					240 ea	
Cheese Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	
Sausage Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	
Pepperoni Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	
Supreme Pizza - Frozen	Tony's	5.5 oz Individually Wrapped					240 ea	
SOUPS AND PASTA:								
Chicken Noodle	Campbells	7.25 oz					240 ea	
Tomato	Campbells	7.25 oz					240 ea	
Vegetable	Campbells	7.25 oz					240 ea	
Low Sodium Chicken Noodle	Campbells	7.25 oz					240 ea	
Low Sodium Cream of Mushroom	Campbells	7.25 oz					240 ea	
Low Sodium Tomato	Campbells	7.25 oz					240 ea	
Low Sodium Vegetable Beef	Campbells	7.25 oz					240 ea	
Chunky Beef/Veg Soup Microwaveable	Campbells	15.25 oz					80 ea	
New England Chowder Microwaveable	Campbells	15.25 oz					80 ea	

Item Description	Brand Requested or Equal to	Unit Size	Unit Price Per Individual Item	Case Quantity	Equal To Brand	Case Price	Total Number of Items	Extended Price
Sirloin Burger/Veg Soup	Campbells	15.25 oz					80 ea	
Macaroni and Cheese Easy Mac	Kraft	2.05 oz Individual					120 ea	
Chef Boyardee Beef Ravioli	Chef Boyardee	7.5 oz Individual					120 ea	
MISCELLANEOUS:								
Coffee - Douwe'	Douwe'Egbert	1.25 Liter					60 ea	
Peanut Butter - Regular	Carriage House	.75 oz Individual Packs					2000 ea	
Peanut Butter - Low Sodium	Carriage House	.75 oz Individual Packs					2000 ea	
Sugar Free Jelly Packets	Smuckers	3/8 oz Packs-Assorted					2000 ea	
ICE CREAM TOPPINGS								
Strawberry		.5 gallon container					60 ea	
Chocolate		.5 gallon container					60 ea	
Butterscotch		.5 gallon container					60 ea	
Caramel		.5 gallon container					60 ea	
Pineapple		.5 gallon container					60 ea	
SUGAR FREE SLICED PIES								
Apple		Individually Wrapped					480 ea	
Cherry		Individually Wrapped					480 ea	
Peanut Butter		Individually Wrapped					480 ea	
Strawberry		Individually Wrapped					480 ea	
Blueberry		Individually Wrapped					480 ea	
Pumpkin		Individually Wrapped					480 ea	
Assorted SF Sliced Pies		Individually Wrapped					480 ea	

GRAND TOTAL: \$

Vendor Name and Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____

**** Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.**

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 exceeds 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.