



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2015-09-02

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

|  |                                  |
|--|----------------------------------|
| Order Number: CMA 0212 0212 SWC000000006B                                  | Procurement Folder: 142258       |
| Document Name: DFS15 Disposable Food Service Items                         | Reason for Modification:         |
| Document Description: Statewide Contract for Disposable Food Service Items |                                  |
| Procurement Type: Central Master Agreement                                 |                                  |
| Buyer Name: Robert Kilpatrick  |                                  |
| Telephone: (304) 558-0067  |                                  |
| Email: robert.p.kilpatrick@wv.gov  |                                  |
| Shipping Method: Best Way  | Effective Start Date: 2015-09-03 |
| Free on Board: FOB Dest, Freight Prepaid                                   | Effective End Date: 2015-12-14   |

| VENDOR   | DEPARTMENT CONTACT   |
|--|--|
| Vendor Customer Code: 000000104818<br>XPEDX LLC<br>211 HOUSE AVE<br><br>CAMP HILL PA 17011<br>US<br>Vendor Contact Phone: (630) 227-4600 Extension:<br>Discount Percentage: 0.0000<br>Discount Days: 0 | Requestor Name: Misty Delong<br>Requestor Phone: (304) 558-8802<br>Requestor Email: misty.m.delong@wv.gov<br><br><b>16</b><br>FILE LOCATION <u>32223</u> |

| INVOICE TO  | SHIP TO   |
|---|---|
| ALL STATE AGENCIES<br>VARIOUS LOCATIONS AS INDICATED BY ORDER<br><br>No City WV 99999<br>US | STATE OF WEST VIRGINIA<br>VARIOUS LOCATIONS AS INDICATED BY ORDER<br><br>No City WV 99999<br>US |

|                    |          |
|--------------------|----------|
| Total Order Amount | Open End |
|--------------------|----------|

Purchasing Division's File Copy

**ENTERED**  
**RETURNED TO BUYER**  
**DATE: SEP 25 2015**

|  |   |  |
|--|---|--|
| PURCHASING DIVISION AUTHORIZATION<br>SIGNED BY: <i>[Signature]</i><br>DATE: 9/4/15<br>ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM<br>SIGNED BY: <i>Robert Hsieh</i><br>DATE:<br>ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION<br>SIGNED BY: <i>Melissa Skiles</i><br>DATE: 9-24-15<br>ELECTRONIC SIGNATURE ON FILE |
|--|---|--|

*7-15 2015  
9-10-15  
BOK*

*ML 9/2/15*

**Extended Description:**

To cancel and reissue as SWC000000006B in order to correct WVOasis Vendor Number (which was inadvertently not accomplished during the first reissuance on SWC000000006A), effective 9/3/2015.

The vendor, XPEDX, LLC., agrees to enter with the State of West Virginia into an open end contract to provide the state with Disposable Food Service Items.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 1                   | 24111502       | BAGCRAFT          | 300404   | CASE | \$71.730000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Paper Sandwich Bags

**Extended Description:**

Sandwich bags must be transparent, wet-waxed, paper. Sandwich bags must have a minimum size of 5 1/4" x 6 1/2" x 3/4", and a maximum size 6" x 7 3/4" x 1 3/4".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 2                   | 24111502       | BAGCRAFT          | 300039   | BOX  | \$19.350000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Silverware Bags

**Extended Description:**

Silverware bags must be non-waxed, unprinted, paper bags. Silverware bags must be able to hold a fork, spoon and knife. Silverware bags must have a minimum size 2 1/2" x 9 1/2", and a maximum size 3" x 10 1/2".

| Line                | Commodity Code | Manufacturer      | Model No   | Unit | Unit Price   |
|---------------------|----------------|-------------------|------------|------|--------------|
| 3                   | 48101905       | SOLO              | R3BB-JD110 | CASE | \$146.130000 |
| <b>Service From</b> |                | <b>Service To</b> |            |      |              |
|                     |                |                   |            |      |              |

**Commodity Line Description:** Food service cups - Cold Cup, Not pleated

**Extended Description:**

Cold drink cups must be disposable cups made for cold beverages. Cold drink cup must have a minimum capacity of 3 oz. and a maximum capacity of 3 3/4 oz. Cold drink cups must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price   |
|---------------------|----------------|-------------------|----------|------|--------------|
| 4                   | 48101905       | SOLO              | 450-2050 | CASE | \$132.070000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |              |
|                     |                |                   |          |      |              |

**Commodity Line Description:** Food service cups -Cold Drink, pleated

**Extended Description:**

Cups must be disposable, cold drink cups. Cup must have a minimum capacity of 3 oz. and a maximum capacity of 3 3/4 oz. Cup must have a flat bottom, rolled style rim, and be made with waxed or treated paper. Cup must be pleated.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price   |
|---------------------|----------------|-------------------|----------|------|--------------|
| 5                   | 48101712       | SAN JAMAR         | C4160TBL | CASE | \$216.470000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |              |
|                     |                |                   |          |      |              |

**Commodity Line Description:** Cup Dispenser

**Extended Description:**

Cup dispenser must be a wall-mount cold cup dispenser. Dispenser must be able to hold cups that have a capacity of 3-5 oz. and have stainless steel construction. Dispenser must be a minimum of 15" tall and maximum of 20" tall.

| Line         | Commodity Code | Manufacturer | Model No   | Unit | Unit Price  |
|--------------|----------------|--------------|------------|------|-------------|
| 6            | 48101905       | SOLO         | R7BB-JD110 | CASE | \$67.660000 |
| Service From |                | Service To   |            |      |             |

**Commodity Line Description:** Food service cups - 7 oz. Cold Drink

**Extended Description:**

7 oz. cup must be a disposable, cold drink cup. Cup must have a 7 oz. capacity. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated.

| Line         | Commodity Code | Manufacturer | Model No | Unit | Unit Price  |
|--------------|----------------|--------------|----------|------|-------------|
| 7            | 48101919       | SOLO         | L7N-0100 | CASE | \$61.160000 |
| Service From |                | Service To   |          |      |             |

**Commodity Line Description:** Lid for 7 oz. cup

**Extended Description:**

Lid must fit 7 oz. cold drink cup provided in line 6. Lid must be translucent or clear, plastic, and have a straw slot.

| Line         | Commodity Code | Manufacturer | Model No     | Unit | Unit Price  |
|--------------|----------------|--------------|--------------|------|-------------|
| 8            | 48101905       | SOLO         | R10NBB-JD110 | CASE | \$88.280000 |
| Service From |                | Service To   |              |      |             |

**Commodity Line Description:** Food service cups - 10 oz. Cold Drink

**Extended Description:**

10 oz. cup must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be 2-part construction, waxed paper, with rolled rim and flat bottom. Cups cannot be pleated.

| Line         | Commodity Code | Manufacturer | Model No    | Unit | Unit Price  |
|--------------|----------------|--------------|-------------|------|-------------|
| 9            | 48101919       | SOLO         | L10BLN-0100 | CASE | \$63.000000 |
| Service From |                | Service To   |             |      |             |

**Commodity Line Description:** Lid for 10 oz. cup

**Extended Description:**

Lid must fit 10 oz. cold drink cup provided in line 8. Lid must be translucent or clear, plastic, and have a straw slot.

| Line         | Commodity Code | Manufacturer | Model No | Unit | Unit Price  |
|--------------|----------------|--------------|----------|------|-------------|
| 10           | 52152101       | DART         | 6J6      | CASE | \$16.190000 |
| Service From |                | Service To   |          |      |             |

**Commodity Line Description:** 6 oz. Hot/Cold Foam Cup

**Extended Description:**

6 oz. cup must be a disposable, hot or cold drink cup. Cup must have a 6 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 11   | 48101919            | DART              | 6JL      | CASE | \$11.200000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Lid for 6 oz. Foam Cup

**Extended Description:**

Lid must fit 6 oz. hot/cold cup provided in line 10. Lid must be flat, with a solid center and vented. Lid must be plastic.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 12   | 48101905            | DART              | 10D      | CASE | \$66.690000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** 10 oz, Tumbler - Plastic cup

**Extended Description:**

Tumbler must be a disposable, cold drink cup. Cup must have a 10 oz. capacity. Cup must be one-piece construction, made with polystyrene plastic and have a rolled rim.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 13   | 48101905            | DART              | 8J8      | CASE | \$18.270000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** 8 oz Hot/cold drink, foam cup

**Extended Description:**

8 oz. foam cup must be a disposable hot or cold drink cup. Cup must have an 8 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 14   | 48101919            | DART              | 8JL      | CASE | \$11.470000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Lid for 8 oz. Foam Cup

**Extended Description:**

Lid must fit 8 oz. hot/cold cup provided in line 13. Lid must be flat, with a solid center and vented. Lid must be plastic.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 15   | 48101905            | DART              | 12J12    | CASE | \$25.440000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** 12 oz Hot/Cold Foam cup

**Extended Description:**

12 oz. foam cup must be a disposable, hot or cold drink cup. Cup must have a 12 oz. capacity. Cup must be one-piece construction, Styrofoam, with a flat bottom. Cup must be made for use with a flat vented lid.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 16   | 48101919            | DART              | 12JL     | CASE | \$14.540000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Lid for 12 oz. Foam cup

**Extended Description:**

Lid must fit 12 oz. hot/cold cup provided in line 15. Lid must be flat, with a solid center and vented. Lid must be plastic.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 17   | 60122503            | PACTIV            | TH10006  | CASE | \$14.030000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Foam Plates - 6"

**Extended Description:**

Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/8". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 18   | 60122503            | PACTIV            | TH10009  | CASE | \$12.560000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Foam Plates - 9"

**Extended Description:**

Plates must be circle and have a minimum diameter of 8 1/2" and a maximum diameter of 9 1/2". Plates must be made from Polystyrene Foam. Surface of the plate must be non-absorbent.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price  |
|------|---------------------|-------------------|----------|------|-------------|
| 19   | 60122503            | PACTIV            | TH10011  | CASE | \$12.560000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Foam Plate - Sectional, 9"

**Extended Description:**

Plate must be a circle and have a minimum diameter of 8 3/4" and a maximum diameter of 9 1/2". Plate must have 3 compartments - one large compartment and two smaller compartments equal to half the size of the large compartment. Plates must be made from polystyrene foam. The surface must be non-absorbent.

| Line | Commodity Code      | Manufacturer      | Model No     | Unit | Unit Price  |
|------|---------------------|-------------------|--------------|------|-------------|
| 20   | 60122503            | PACTIV            | YMC500090002 | CASE | \$40.010000 |
|      | <b>Service From</b> | <b>Service To</b> |              |      |             |

**Commodity Line Description:** Paper plates - 9" Bio-Degradable plate

**Extended Description:**

Plates must be a circle and have a minimum diameter of 8 3/4" and a maximum diameter or 9 1/2". Plate must be made from fiber (paper) material, for extra support. Plates must be recyclable.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 21                  | 52152007       | DART              | 10B20    | CASE | \$34.950000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** 10 oz. Soup bowl

**Extended Description:**

Bowl must have a 10 oz. capacity. Must be one-piece construction, made from polystyrene foam. The top of the bowl should have a minimum diameter of 4" and a maximum diameter of 4 1/4". Bowl must be non-absorbent.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 22                  | 52152007       | DART              | 12BWWCR  | CASE | \$15.760000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** 12 oz Salad bowl

**Extended Description:**

Bowl must have a 12oz capacity. Must be one-piece construction, made from laminated Styrofoam. The top of the bowl should have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4".

| Line                | Commodity Code | Manufacturer      | Model No   | Unit | Unit Price  |
|---------------------|----------------|-------------------|------------|------|-------------|
| 23                  | 60122503       | DIXIE             | 702622WNP6 | CASE | \$18.820000 |
| <b>Service From</b> |                | <b>Service To</b> |            |      |             |

**Commodity Line Description:** 6" paper plate, light weight

**Extended Description:**

Plates must be circle and have a minimum diameter of 5 5/8" and a maximum diameter of 6 1/4". Plates must be made with light weight, un-coated, paper. Plates must have a fluted edge.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 24                  | 52151506       | DART              | 60HT1    | CASE | \$18.950000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Disposable food containers - sandwich

**Extended Description:**

Carry-out container must have minimum dimensions of 5 1/8" x 5 1/8" x 2 3/4" and maximum dimensions of 6 1/4" x 6 1/4" X 3 1/4". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 25                  | 52151506       | PACTIV            | HLW-0903 | CASE | \$11.450000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Disposable food containers - 3 compartment dinner

**Extended Description:**

Carry-out container must have minimum dimensions of 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam. Container must have 3 compartments - one large compartment and two small compartments that are about half the size of the large compartment.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 26                  | 52151506       | PACTIV            | HLW-0901 | CASE | \$12.080000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Disposable food containers - 1 compartment dinner

**Extended Description:**

Carry-out container must have minimum dimensions of 9" x 9" x 3" and maximum dimensions of 9 1/2" x 9 1/2" x 3 1/2". Container must be hinged (lid and bottom are attached), one-piece construction and made of Styrofoam.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 31                  | 52151600       | DIXIE             | CMP26C   | CASE | \$18.160000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Domestic utensils - Fork, Knife, Spoon Set.

**Extended Description:**

Set must include a fork, tea spoon and knife. Utensils must be constructed from medium-weight polypropylene. Set must be individually wrapped. Length should be a minimum of 6 1/2" and a maximum of 8".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 32                  | 48102108       | REYNOLDS          | 624      | ROLL | \$22.790000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Aluminum food wrapping foil

**Extended Description:**

Aluminum foil must be heavy duty aluminum, .001 guage wrapping material. Each roll of aluminum foil must be 18 inches wide and 500 feet long. Each roll must include a storage box that has a metal cutting edge.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 33                  | 14121807       | PACTIV            | 155018   | ROLL | \$25.450000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** White Butcher Paper

**Extended Description:**

Butcher paper must be white, with a dry finish. The butcher paper must be FDA approved and have a minimum 40lb weight basis. Each roll of butcher paper must be 18 inches wide by 1000 ft long.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 34                  | 48102109       | REYNOLDS          | 194      | ROLL | \$14.230000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Plastic food wrap

**Extended Description:**

Plastic food wrap must be made from all-purpose, FDA approved, cling plastic. Each roll must be 18 inches wide by 2000 feet long. Each roll must have a storage box that has cutting edge.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 35                  | 53102503       | CELLUCAP          | RC1WT    | CASE | \$61.910000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Paper Hats or Caps

**Extended Description:**

Paper Hats or caps must be made from paper linen, sanitary white, and adjustable size. Hats or Caps must be low profile, overseas style caps.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 36                  | 14111706       | LITTLE RAPIDS     | 91-0000  | ROLL | \$12.230000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Paper table cloth - White, Roll

**Extended Description:**

Table cloth must be made of white paper. Table cloth must be 40 inches wide by 300 feet long. Table cloth should be stored on a roll, and each case should only contain one roll.

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 37                  | 52121602       | GEORGIA PACIFIC   | 37000    | CASE | \$44.230000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Napkins - Folded size 3 1/2" x 6 3/4", open 12 x 13

**Extended Description:**

Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 13" and a maximum of 13" x 13". The folded size must be 3 1/2" x 6 3/4".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 38                  | 52121602       | GEORGIA PACIFIC   | 33201    | CASE | \$36.430000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Napkins - Folded size 3 1/2" x 6 3/4", open 8 x 13 1/2

**Extended Description:**

Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be a minimum of 6 1/2" x 13" and a maximum of 8" x 13 1/2". The folded size must be 3 1/2" x 6 3/4".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 39                  | 52121602       | SCA TORK          | D820     | CASE | \$33.640000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |
|                     |                |                   |          |      |             |

**Commodity Line Description:** Napkins - Quarter fold, Luncheon

**Extended Description:**

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be a minimum of 12" x 12" and a maximum of 13" x 13".



| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 40                  | 52121602       | SCA TORK          | N7141A   | CASE | \$42.350000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Napkins - Quarter Fold, Dinner 17 x 17

**Extended Description:**

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 17" x 17". The folded size must be 8 1/2" x 8 1/2".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price   |
|---------------------|----------------|-------------------|----------|------|--------------|
| 41                  | 52121602       | HOFFMASTER        | 126378   | CASE | \$108.450000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |              |

**Commodity Line Description:** Napkins - Quarterfold, Cocktail

**Extended Description:**

Napkin must be 1 ply, white square napkin. Napkin must be quarter fold. The open size must be 10" x 10". The folded size must be 5" x 5".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 42                  | 52121602       | SCA TORK          | D802A    | CASE | \$39.160000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Napkins - Quarterfold, Dinner 13 x 17

**Extended Description:**

Napkin must be 1 ply, white napkin. Napkin must be quarter fold. The open size must be minimum 12" x 17" and a maximum of 13" x 17".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 43                  | 52151507       | DIXIE             | JW74     | CASE | \$17.650000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Domestic disposable drinking straws

**Extended Description:**

Straws must be individually wrapped, clear plastic. Straws must be 7 3/4" long and have a diameter of .24".

| Line                | Commodity Code | Manufacturer      | Model No | Unit | Unit Price  |
|---------------------|----------------|-------------------|----------|------|-------------|
| 44                  | 52151600       | DIXIE             | CM26NC7  | CASE | \$29.090000 |
| <b>Service From</b> |                | <b>Service To</b> |          |      |             |

**Commodity Line Description:** Domestic utensils - Fork, Knife, Spoon and Napkin set

**Extended Description:**

Set must include a fork, tea spoon, knife and napkin. Utensils must be constructed from medium-weight polypropylene. Napkin must be 1-ply. Set must be individually wrapped. Length should be a minimum of 6 1/2" and a maximum of 8".

|                      | <b>Document Phase</b> | <b>Document Description</b>                          | <b>Page</b>     |
|----------------------|-----------------------|--|-----------------|
| <b>SWC000000006B</b> | <b>Pending</b>        | Statewide Contract for Disposable Food Service Items | <b>10 of 10</b> |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



April 16, 2015

Dear Misty DeLong,

As the Facility Solutions Sales Manager for the awarded DFS15 disposable food service items contract from West Virginia with xpedx, LLC, I approve that you cancel the current contract , CMA 0212 SWC0000000006 dated November 26, 2014 as it was given the incorrect vendor with the FEIN as 13-0872805. The address was listed as XPEDX, 2920 New Beaver Ave, Pittsburgh, PA 15233-1006.

I approve that West Virginia re-assigns the same contract to Unisource Worldwide, Inc. that holds 100% of xpedx, LLC effective as of July 1, 2014 to our most current vendor number # 000000104818, FEIN - 13-5369500,xpedx, LLC. The current address is xpedx, LLC, 6285 Tri Ridge Blvd, Loveland, OH 45140-8318. All terms, conditions, items and pricing remain the same.

Please feel free to reach out to me at 717-612-6173 with any questions.

The new contract should be mailed to my attention at the following xpedx, LLC division:

xpedx, LLC  
211 HOUSE AVENUE  
CAMP HILL, PA 17011  
ATTN : Vince Calamia

Sincerely,

A handwritten signature in black ink that reads 'Vince Calamia'.

Vince Calamia  
Facility Solutions Sales Manager

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on December 15, 2014 and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
  - Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.
  - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of NA for NA. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

XPEOX LLC  
(Company)

V. M. Calamia  
(Authorized Signature) (Representative Name, Title)

717-612-6100 / 717-612-3105      9/9/14  
(Phone Number) (Fax Number) (Date)



REQUEST FOR QUOTATION  
CRFQ 0212 SWC1500000003 Disposable Food Service Items

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is requesting bids for a Statewide, Open-end Contract for Disposable Food Service Items for all West Virginia State Agencies and political subdivisions.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the CRFQ.
  - 2.3 **“CRFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1500000003.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed in the Request for Quotation on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as stated therein.
  
4. **CONTRACT AWARD:**
  - 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Evaluation will be based on the total bid, as shown in the pricing pages. These totals are based on unit price and are for evaluation only. Once an award is made, ordering will be based on case prices. The minimum order will be one (1) case.
  - 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing the price per case/roll, quantity of items in each case, unit price, total line cost and total bid. In the event that there is a discrepancy between: case price, unit price or pricing entered into the VSS system, the Purchasing Division

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will use the Case price as it is entered into the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors should provide Manufacturer Name and Manufacturer Part Number on the Pricing Page (even if they are identical to the brand name/model specification used in the Request for Quotation). During the life of the Contract, successful vendor shall provide only the Manufacture Name and Manufacturer Part Number included in their bid. No items other than those bid by the Vendor shall be sold under this Contract.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [misty.m.delong@wv.gov](mailto:misty.m.delong@wv.gov).

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this CRFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) calendar days after orders are received. Vendor shall deliver emergency orders within three (3) calendar days after orders are received. Vendor shall carry adequate stock to insure such delivery services for the duration of the Contract. Vendor shall ship all orders

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in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. All deliveries shall be made during normal working hours, on a schedule that meets the requirements of each Agency.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location, with the exception of those orders totaling \$100.00 or less. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. For orders of \$100.00 or less, the Vendor may bill separately for the freight charge. However, for orders of \$100.00 or less, Agencies may make purchases from local sources to avoid the additional freight charges (Agencies are not permitted to string orders to circumvent the use of this Contract). The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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**7. VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the CRFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Joseph A. Courzoda  
Telephone Number: 717-612-6173  
Fax Number: 717-612-3105  
Email Address: JOSEPH.GOURZODA@VEKITIVCORP.COM