



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  
**DRS100655**

PAGE  
**1**

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

PROPERTY

\*709002835      412-596-8599  
**CRANE MERCHANDISING SYSTEMS**  
**12955 ENTERPRISE WAY**  
  
**BRIDGETON MO 63044**

SHIP TO

**DIV OF REHABILITATION SERVICES**  
**WV REHABILITATION CENTER**  
**ATTENTION: RECEIVING**  
  
**INSTITUTE, WV**  
**25112                      766-4621**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2010				

BID OPENING DATE: **03/04/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		740-85		
<b>OPEN END CONTRACT</b>  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS FOR SNACK MACHINES PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/17/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.  <b>REFRIGERATED VENDING MACHINES</b>  <b>EXHIBIT 3</b>  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						

RECEIVED

2010 MAR -4 A 10: 58

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dany Jetyko</i>	TELEPHONE <b>412-596-8599</b>	DATE <b>3-1-10</b>
TITLE <i>Senior Sales Manager</i>	FEIN <b>42-1422894</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

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

### INSTRUCTIONS TO BIDDERS

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

DRS100655  
Bid Sheet

Vendor to complete:

Quantity	Description	Unit Cost	Extended Cost
32	Refrigerated Snack Machine	<u>\$ 3,924.20</u>	<u>\$ 125,574.40</u>

Quotes shall be all-inclusive.

Award shall be made to the lowest bid vendor meeting specifications.

**CRANE**

**MERCHANDISING SYSTEMS™**

*A Crane Co. Company*

Note: The Crane Fusion machine is 41.5" not 39".

Note: The Crane Fusion does not come in a 7 tray version.

Note: the AMS refrigerated unit does not appear to come in a 7 tray version either. Please see attached AMS brochure. Please advise.

Thank you,

**Gary Fetsko/** Senior Account Sales Manager

Crane Merchandising Systems

412-596-8599

[www.cranems.com](http://www.cranems.com)

AMS Presents

# Sensit<sup>®</sup> Snack

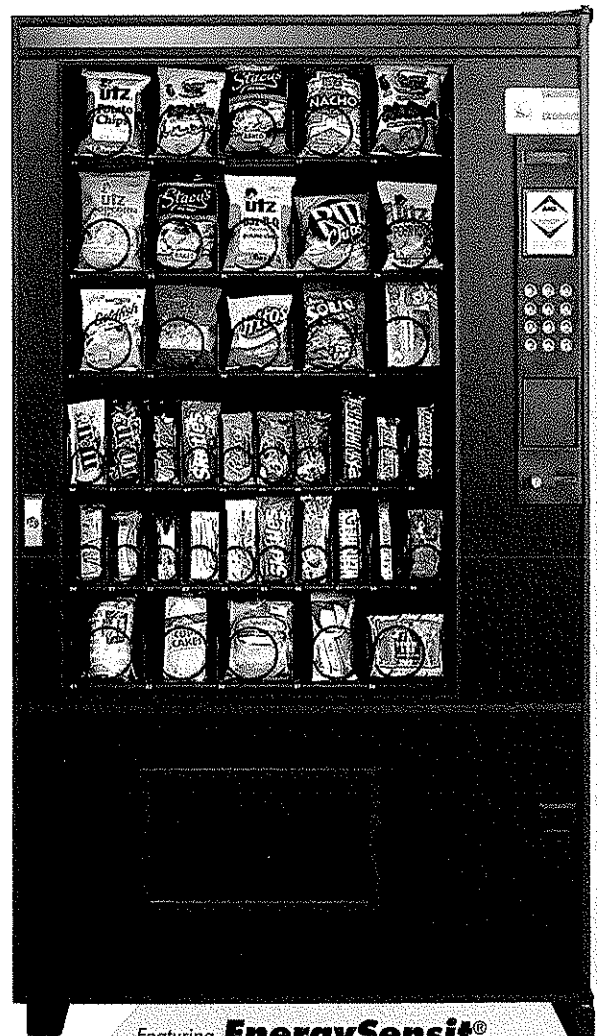
AVAILABLE IN BOTH 36" & 39" WIDTHS!

Consistent product delivery: without it, little else matters. With **AMS'** patented **Sensit<sup>®</sup>**, hang-ups are no longer a problem. **Sensit<sup>®</sup> Snack** is the machine that started it all. Since its introduction in 1997, thousands have been located wherever people need a snack break to keep them going.

In today's market, an expanding variety of products can include everything from chips to chocolate candy. As long as people continue to snack on the run, **Sensit<sup>®</sup>**'s polyurethane foam insulation will afford your customers the advantage of offering that variety: keeping it fresh; keeping it cool.

No small part of this snack machine's success is its durability. The right choices of state-of-the-art manufacturing materials as well as an economy of construction, yield a rugged, yet cost-effective snack vendor. **Sensit<sup>®</sup> Snack**, to which proven concepts of the beverage industry have been applied, is still the ultimate in snack vending.

Optional features: energy-saving LED lighting, scrolling prices, home positioning, and more.



Featuring **EnergySensit<sup>®</sup>**  
PROGRAMMABLE ENERGY COST SAVINGS



This vendor and/or certain of their components are covered by one or more of the following U.S. and International patents; U.S. 6,041,962; 6,145,699; 6,202,888; 6,384,402; 6,520,373; 6,708,079; 6,794,634; 7,191,915; 7,246,719; 7,343,220-B2; 7,446,302; CANADA 2,329,314; MEXICO 230714

# AMS

Where Innovation Is Nothing New

**AUTOMATED MERCHANDISING SYSTEMS INC.**  
255 W. BURR BLVD., KEARNEYSVILLE, WV 25430  
PHONE 304-725-6921 ■ FAX 304-725-6983  
[www.amsvendors.com](http://www.amsvendors.com) ■ [info@amsvendors.com](mailto:info@amsvendors.com)

Check out the entire **AMS** line of merchandisers at [amsvendors.com](http://amsvendors.com).





*Imagine total convenience....*



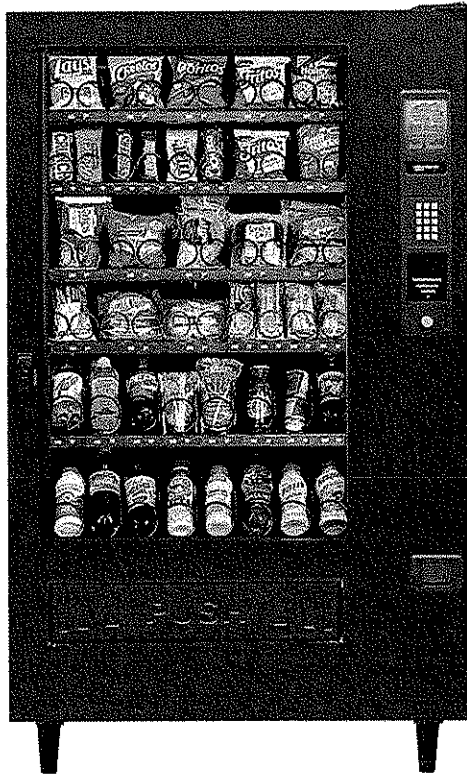
*We put the store on location!  
The Crane 751 Fusion  
offering sales 24/7*

CRANE

# Designed with Crane reliability

***We have put a convenience store right on location, the Fusion machine does it all. Fresh food, Milk, water, juice, tea, sodas, snacks, candy and pastries - all available in one machine.***

## *The Crane 751 Fusion Series*



*Fusion Series  
Specifications:*

*Height - 72"*

*Depth - 37.4"*

*Width - 41.5"*

*Weight - 693 lbs.*

*Electrical - 117V, 50/60 Hz, 15A*

*Listings - FCC Pending, NAMA, UL*



### ***Productivity -***

Increase productivity by providing a convenience store right on location.

Improve employee moral by making food, snacks, candy, cold beverages, and more available in one machine.

Keep your employees on site.

### ***Assortment -***

Fits 24-ounce bottles, milk chugs, cans, pouches, and much more. Personalize the machine to meet your employee's needs. Offer everything from sandwiches to snacks - and even leave room for dessert.

Worried about health? Turn this totally versatile machine into a *healthy* convenience store.

### ***Customer Satisfaction -***

Not only will your employees enjoy a tremendous variety, we guarantee their product will be delivered or will give them their money back.

***Contact your CMS Sales Representative  
for more information.***

**CRANE** **MERCHANDISING SYSTEMS™**  
A Crane Co. Company



RFQ No. DRS 100655

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: CRANE MERCHANDISING INC.

Authorized Signature: [Signature] Date: 3-3-10

State of PA

County of Butte, to-wit:

Taken, subscribed, and sworn to before me this 3 day of March, 2010

My Commission expires Feb 26, 2013

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

