



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
COR61421

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Chetz Dept Inc
412 Rt 59
Monsey NY 10952

SHIP TO

DIVISION OF CORRECTIONS
 MOUNT OLIVE CORRECTIONAL
 CENTER
 ONE MOUNTAIN SIDE WAY
 MT. OLIVE, WV
 25185 304-442-7216

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2009				
BID OPENING DATE: 06/16/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		165-85	101 -	\$ 54,549.52
<p>STEAM COOKERS</p> <p>CONTRACT TO PROVIDE COMMERCIAL KITCHEN STEAMERS AND TILTING KETTLES, INCLUDING INSTALLATION, FOR THE MT. OLIVE CORRECTIONAL CENTER, MT. OLIVE, WV, PER THE SPECIFICATIONS.</p> <p>ALL REQUIREMENTS LISTED IN THE ATTACHED SPECIFICATIONS ARE TO BE BID; BRAND AND MODEL NUMBERS LISTED ARE THE MINIMUM STANDARD OF QUALITY ACCEPTABLE - BIDDERS SHALL INCLUDE AN EQUAL OR SUPERIOR PRODUCT AS LISTED.</p> <p>INSTALLATION, SET-UP, & TESTING IS REQUIRED.</p> <p>REMOVAL OF THE OLD EQUIPMENT IS THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR. THE OLD EQUIPMENT SHALL BE PLACED AT A DESIGNATED STORAGE AREA WITHIN THE FACILITY.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH</p>						

RECEIVED
 2009 JUN 16 A 10:28
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 845 352 8200 DATE: 6/14/09
 TITLE: Vice President FEIN: 201125349 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	845 352 8200	6/14/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Vice President</i>	20165349	

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<p>THE BID DOCUMENTS THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 845 352 8200	DATE 6/14/09
TITLE Vice President	FEIN 20125319	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	845-3528200	6/14/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Vice President</i>	20125349	

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



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*Chet's Dept Inc.
 412 Rt
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<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p>						

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<i>[Signature]</i>	845 352 8200	6/14/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Vice President</i>	20125349	

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE I AM AN 'VENDOR'



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Chefs Depot Inc.
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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS :				N/A		
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
					SIGNATURE	
<i>Chefs Depot Inc.</i>					COMPANY	
<i>6/11/09</i>					DATE	

REV. 11/96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	845 352 8200	6/14/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Vice President</i>	20125342	

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BID OPENING DATE: **06/16/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p>						
<p>***** THIS IS THE END OF RFQ COR61421 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 845 350 8200	DATE 6/14/09
TITLE <i>Vice President</i>	FEIN 20125349	ADDRESS CHANGES TO BE NOTED ABOVE

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1

STEAMER, CONVECTION, GAS, FLOOR MODEL

Convection Steamer, gas, 2 compartment, 24" cabinet base shall have six 12 x 20 x 2-1/2" pan/compartment capacity, twin gas-fired generators with individual electronic ignition system. 190,000 BTU

Gas type to be specified

120v/60/1-ph

91-6852 Kleensteam, includes 2 yr. boiler warranty, 7CB5 cartridge, SS-10 scale inhibitor cartridge, (4) ScaleKleen 2.2 lb packets & dip tube.

PRISON PACKAGE Consists of:

*A Lockable Stainless Steel Hinged Cover over the Cooker Controls

*Lockable Modular Cabinet Base Doors, Side and Rear Panels

Secured to the SS Base Frame with Tamper Proof Screws.

*Four (4) Flanged Feet for Securing the Unit to the Floor

*All Exposed Screws to be Tamper Proof

Note: Locks are Not Included

Weight: 1510 lbs. total

One (1) year Parts & Labor Warranty, and Free Mechanical Start-Up included in pricing.

2 TILTING KETTLE, GAS

Kettle, tilting, gas, 60-gallon capacity, 2/3 steam jacket design, open leg base, all stainless steel exterior finish, 120,000 BTU

Gas type to be specified

120v/60-50/1ph, std.

08-0011 Tangent Draw-Off Valve, 3", for tilting kettles (not available on modular kettles)

09-1116 Lift-Cover, 60 gallon tilting kettle

09-1125 Hinged Cover, for 60 gallon tilling kettle

PRISON PACKAGE Consists of

*Lockable Stainless Steel Hinged Cover over the Control Panel

**Lock Not Included

*All Exposed Screws will be Tamper Proof Tack Welds where Applicable

Weight: 2000 lbs. total

One (1) Year Parts & Labor Warranty, and Free Mechanical Start-up included in pricing.

COR61421 - Commercial Kitchen Equipment - BID FORM		
Description	Order Qty.	Extended Price
Double Stack Convection Steamer	1	\$ 15,003.00
Tilting Kettle	2	\$ 39,546.86
Failure to use this form may result in disqualification		\$ 54,549.86
Bidder / Vendor Information:		
Name:	Chefs Depot Inc.	
Address:	412 Rt 59	
	Mouseton NY 10952	
Phone#:	845 352-8200	
Email Address:	Riva@culinarydepot.biz	
	Revised 06/04/2009	



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF New York

COUNTY OF Rockland, TO-WIT:

I, Riva Zucker, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Chefs Depot Inc.; and,
(Company Name)
- 2. I do hereby attest that Chefs Depot Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Chefs Depot Inc.
(Company Name)

By: Riva Zucker

Title: Vice president

Date: 6/10/09

Taken, subscribed and sworn to before me this 10 day of June 09.

By Commission expires MARK A. HERTZ

(Seal) NOTARY PUBLIC, STATE OF NEW YORK
NO. 24-4850154
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JANUARY 6, 2010
[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

CONFIDENTIALITY:

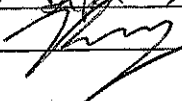
The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure 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>.

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.

Vendor's Name: _____

Chob Dept Inc.

Authorized Signature: _____



Date: _____

6/14/09

BID BOND

(Public Work)

Know all by these presents, That we, CHEF'S DEPOT, INC. DBA CULINARY DEPOT, 412 Route 59, Monsey, New York 10952 as Principal, and PLATTE RIVER INSURANCE COMPANY, 115 Glastonbury Boulevard, Glastonbury, Connecticut 06033, as Surety, are held and firmly bound unto State of West Virginia, Department of Administration, Purchasing Division, 2019 Washington Street East, Charleston, West Virginia 25305, Obligee, in the sum of FIVE PERCENT OF PRINCIPAL'S CONTRACT BID AMOUNT Dollars, (\$5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for provide food service equipment – two (2) tilting kettles and one (1) double stack steamer ("Project").

NOW, THEREFORE, the condition of this bond is that if the Obligee accepts Principal's bid, and Principal enters into a contract with the Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's bid and the amount for which the Obligee shall in good faith contract with another person or entity to perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of this bond.

Signed and sealed this 15th day of June, 2009.

CHEF'S DEPOT, INC.
DBA CULINARY DEPOT _____ (Seal)
Principal

By: _____

PLATTE RIVER INSURANCE COMPANY

By: _____

Jeffrey W. Price, Attorney-in-Fact

Individual Acknowledgment

State of _____ }
County of _____ } ss:

On this _____ day of _____, 2009, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same

My commission expires _____
Notary Public

Firm Acknowledgment

State of New York }
County of Nassau } ss:

On this 15 day of June, 2009, before me personally came MOSHE Y POTASH to me known and who being by me duly sworn, did depose and say that he is the Vice President of Chef's Depot, Inc. dba CULINARY DEPOT the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his/her name thereto by like order.

My commission expires _____
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ZA6012980
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 9/08/10
Notary Public

Surety Acknowledgment

State of New York }
County of Nassau } ss:

On this 15th day of June, 2009, before me personally came MaryAnna Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____
JOSEPH ZASO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ZA6012980
NASSAU COUNTY
COMMISSION EXPIRES 9/08/10
Notary Public

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
12/31/08

Admitted Assets

2008

Cash and invested assets:	
Bonds	\$ 110,039,705
Common stocks	6,649,190
Cash, cash equivalents and short-term investments	3,453,739
Other invested assets	1,983,376
Total cash and invested assets	150,126,010
Investment income due and accrued	1,062,589
Uncollected premiums and agents' balances in course of collection	660,458
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,035,251
Current federal and foreign income tax recoverable and interest thereon	956,781
Net deferred tax asset	2,154,246
Receivables from parent, subsidiaries and affiliates	202
Other admitted assets	146,604
Total admitted assets	\$ 158,142,141

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 21,840,765
Reinsurance payable on paid losses and loss adjustment expenses	446,844
Loss adjustment expenses	4,194,456
Commissions payable, contingent commissions and other similar charges	746,746
Other expenses (excluding taxes, licenses and fees)	1,249,072
Taxes, licenses and fees (excluding federal and foreign income taxes)	186,643
Unearned Premiums	12,455,243
Ceded reinsurance premiums payable (net of ceding commissions)	3,458,677
Funds held by company under reinsurance treaties	28,708,556
Amounts withheld or retained by company for account of others	50,686,098
Remittances and items not allocated	94
Payable to parent, subsidiaries and affiliates	4,426,327
Other liabilities	20,137
Total liabilities	128,419,659
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	(5,817,425)
Surplus as regards policyholders	29,722,482
Total liabilities and capital and surplus	\$ 158,142,141

I, David Pauly, CEO of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31st, 2008, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Madison, Wisconsin.

David Pauly

David Pauly
CEO

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41179084

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----ELENA LUCCI; JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,500,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
David F. Pauly
Chairman & CEO



James J. McIntyre
James J. McIntyre
President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of June, 2009



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.