

RFQ COPY

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

Request for Quotation

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JOHN	ABBOTT		
304-E	58-2544		

91-P-F0

Kamran & Company, Inc. 411 East Montecito St. Santa Barbara, CA 93101 (805) 963-3016 Fax (805) 962-5915

TYPE NAME/ADDRESS HERE

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

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TITLE TO S	MAH	かと「	N T	7-0	301570	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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. 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.
- Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** 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



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RFQ COPY

TYPE NAME/ADDRESS HERE

Kamran & Company, Inc.

411 East Montecito St.

Santa Barbara, CA 93101

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

Request for Quotation

RFO NUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

DIVISION OF CORRECTIONS MOUNT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY MT. OLIVE, WV

25185 304-442-7216

	(805) 963-	3016 Fax (8	305) 962-591	5	<u> </u>	2102	204-1	142-7216
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STEAMER, GONVECTION, GAS, FLOOR MODEL

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

Gas type to be specified

120v/60/1-ph

91-8852 Kleensteam, includés 2 yr. boller warranty, 7CB5 cartridge, S5-10 scale inhibitor cartridge, (4) ScaleKleen 2.2 lb packets & dip tube

PRISON PACKAGE Consists of

*A Lockable Stainless Stee Hinged Cover over the Cooker Controls
*Lockable Modular Gabinet 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:

Item #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-Off Cover, for 60 gallon tilting kettle

09-1125 Hinged Cover, for 60 gallon tilting 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.

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VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

Date:_	Title:
Bidder:	Signed:
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
authoriz the required deemed	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and res the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ulred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information if by the Tax Commissioner to be confidential.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
4	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bib are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
	preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately
4	Application is made for 2.5% resident vendor preference for the reason checked:

*Check any combination of preference consideration(s) Indicated above, which you are entitled to receive.

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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 are 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:	NV XVN	& CO-71/C-		
	h A . 1	E. 7A.	Data: U1 1/2 1/101	
Authorized Signature:	N A)A	TA VIA	Date: 4 / 6 / 6	
Purchasing Affidavit (Revised 01/01/0		001-10-	· ·	



STEAMCRAFT® GENERATOR STYLE HIGH SPEED CONVECTION STEAMERS

Project	
Item	
Quantity	
FCSI Section	
Approval	······································
Date	

SteamCraft® Gemini™ 6

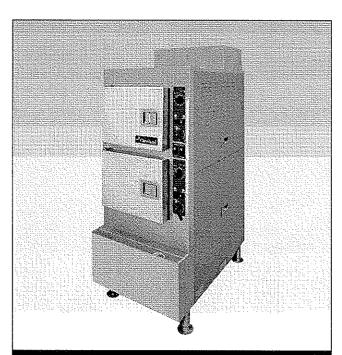
SHORT SERIES PRESSURELESS STEAMER. TWIN, INDEPENDENT GAS-FIRED GENERATORS 24CGA6.2S

Cleveland Standard Features

- 54.5" (1385mm) height to top of upper compartment (lower height makes maintenance easier by lowering the descaling ports)
- Each compartment has cooking capacity for 3 each 12" x 20" x 21/" Steam Table Pans
- Doors hinged left and the controls on the right
- High efficiency independent Power Burner Steam Generators 50,000 BTU's for each compartment
- Each steam-cooking compartment is independently operated and controlled by a separate stainless steel steam generator, gas valve, Power On/Off Control Levers and a Exclusive, Remote Probe-Type Water Level Control
- Easy Access Cleaning Port: Each generator has a deliming port located on the outside, top of the unit
- Generator Cleaning Light for each compartment warns the operator to delime generator
- Generator Steam Standby Mode: Holds generator at a steaming temperature, allows unit to start cooking quickly
- Each compartment has one, 60-Minute Electro-Mechanical Timer with "SureCook" load compensating feature. Manual Bypass Switch for constant steaming.
- Durable 14 Gauge, 304 Stainless Steel construction for compartment door, cooking cavity and steam generator
- Exclusive Gemini Drain/Power Control System: Manual 1/2 inch "Ball Valve" type drain that controls main power On/Off and automatically fills generator (located on the control panel)
- Exclusive Brass Steam Jets distribute steam even throughout cooking compartment
- Easy, Front -Access Generator Controls comes with a pullout drawer for simple servicing of unit
- 6" Stainless Steel Adjustable Legs with Flanged Feet
- Approvals: CSA (AGA, CSA) and U.L/NSF#4
- Compartment Steam Shut-Off Switch when compartment door is opened

Options & Accessories

- ☐ Electronic Timer with Compensating Feature (ETC)
- On/Off Steam Switch Controls, no timer (MC)

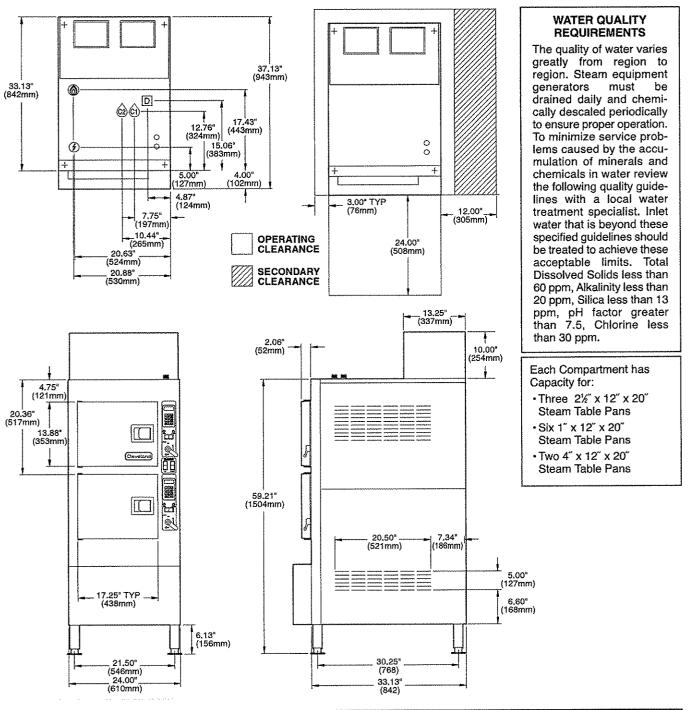


Short Form Specifications

Cleveland SteamCraft® Gemini™ Model 24CGA6.2S, 54.5" high, Two compartment steamer. Independent steam generators, 50,000 BTU's input per compartment. "SureCook" electro mechanical timer with load compensating feature. Gas valve and water level control system. Exclusive remote probe-type water level controls. Exclusive Brass "Steam Jet" distribution system. Two-piece freefloating compartment door. 14 gauge stainless steel cavity and door. Pullout service drawer for controls and Gemini Drain/Power Control System.

- T Propane Gas (PG)
- ☐ Dissolve® Descale Solution, 6 one gallon container w/quart markings (106174)
- Water Filters

Dasie correctional Package Leensteam water filter



	(A) GAS		(f) ELECTRIC	© COLD WATER	CLEARANCE	D DRAINAGE		
NATURAL Piping % N.P.T. Supply pressure 4.50" W.C. Min. 14.00" W.C. Max.	S line size, % connect PROPANE Piping % N.P.T. Supply pressure 11.00" W.C. Min. 14.00" W.C. Max.	BTU 50,000 each Generator, 100,000 total	120V-1Phase, 60 Hz. 2 Blowers & Controls 150 watts each ** Do not connect to GFI outlet. See note below.	35 psi minimum 60 psi maximum C2 % dia. NPT for Generator C1 % dia. NPT for Condenser	Right - 3", Left - 3", Rear - 3" (12" on control side if adjoining wall or equipment is over 30" high for service access) Contact factory for variances to clearances.	1½ dia. Do not connect other units to this drain Drain must not be located beneath the steamer itself Preferred floor drain location should be a minimum distance (from the unit) of at least 12" from the fiste, 12" from the right side, 6" from the front and 6" from the rear Do not use PVC pipe		

"DO NOT CONNECT TO GFI OUTLET. CLEVELAND RANGE RECOMMENDS GAS FIRED 120 VOLT STEAMERS BE HARD WIRED DIRECTLY TO ELECTRICAL SYSTEM.
Cleveland Range reserves right of design improvement or modification, as warranted.
Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
Cleveland Range equipment is built to comply with applicable standards for manufacturers, included among those approval agencies are UL/NSF#4 and CSA (AGA, CGA).



GAS KETTLES

Project	Δ
Item	
Quantity	
FCSI Section	
Approval	
Date	

LEG TYPE, GAS-FIRED KETTLES

TILTING, 2/3 STEAM JACKETED "SPLASH PROOF SERIES" 40, 60, or 80 GALLONS (150, 225, or 300 LITERS)

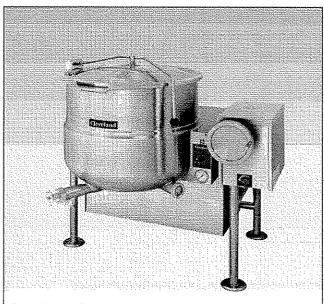
Cleveland Standard Features

- High efficiency Power Burner Heating System (62% to 65% efficiency)
- Fast Heat-up and Recovery Time, 140M BTU's on 40 gallon models, 190M BTU's on 60 gallon and larger
- Insulated Heat Exchanger
- Automatic Ignition System
- Steam Jacket permanently filled with treated, distilled water.
 Venting and/or refilling not required.
- Solid State Controls, for Temperature and Low Water Safety, in a plug-in Control Module
- Control Panel includes:
 - Precise, consistent temperature control: less than ± 1°C variance (ideal for simmering).
 - *L.E.D. Indicators for Heat Cycle and Low Water Warning.
 - ■Power "on/off" Switch
- Front mounted combination Pressure/Vacuum Gauge
- Type 304 Stainless Steel with #4 finish on kettle and supports
- Tilt Mechanism of roller bearings and case hardened self-locking worm and segment gear
- Support Legs with level adjustable feet, flanged for floor bolting
- 50 psi Steam Jacket Rating and Safety Valve
- Standard voltage is 115 volts, 60 Hz, single-phase, supplied with cord and plug
- Standard for natural gas operation
- Typical approvals include AGA, CSA, CE, NSF and ASME

Options & Accessories

- Type 316 Stainless Steel Kettle Liner for high acid food products (316)
- Pan Carrier (PCK)
- ☐ Flow Diverter (FD)
- ☐ Food Strainer (FS)
- ☐ Kettle Markings (KM)
- Cooking Baskets and Tri-Basket Supports (BS and TBS)
- Drain Strainers (DS-)
- ☐ Faucet Mounting Bracket (FBKT)
- 2" or 3" diameter Tangent Draw-Off Valve with Drain Strainer (TD2 or TD3*), *TD3 for 60 and 80 gallon only and will raise height of kettle by 5-5/8" (143mm)
- □ 3" diameter Butterfly Valve (BV3)

MODELS:	☐ KGL-40-T	
	KGL-60-T	
4		



Shown with optional Spring Assisted Cover and 2" Tangent Draw-Off Valve

Short Form Specifications

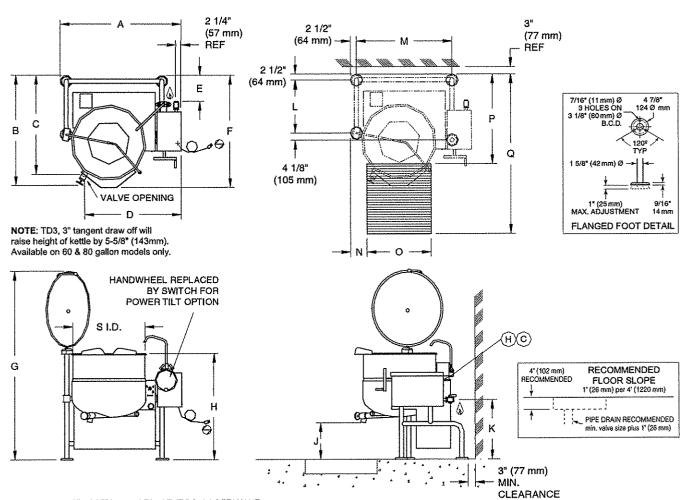
Shall be CLEVELAND, Gas-Fired Tilting Kettle, Model KGL-_____T;
___gallons, 23 Steam Jacketed, Power Burner Healing System,
Insulated Heat Exchanger, 50 psi Steam Jacket Rating. Infinite
Variable Temperature Control, L.E.D. indicators for Heat Cycle and
Low Water Warning, Automatic Ignition System.

- Spring-assisted, hinged, rotatable, domed Stainless Steel Cover (CHS-)
- Hot and Cold Water Faucet with Swing Spout (DPK)
- ☐ Kettle Accessory Kit (KAK) includes:
 - ☐ Clean-up Brush(CB)
- ☐ 36" Kettle Paddle (KP)
- ☐ 36" Kettle Whip(KW) ☐ Draw-off Brush (DB)
- ☐ 36" Kettle Brush (KB)

24 oz. Ladle (KL)

- ☐ Automatic Water Meter (GMF or LMF)
- ☐ Measuring Strip (MS)
- Option for Propane Gas operation
- Correctional Package
- Heat Deflector Shield (HS001)

SECT. IX PAGE 7



UNIT SHOWN WITH OPTIONAL 2* TANGENT DRAW-OFF VALVE, SPRING ASSIST COVER AND HOT & COLD WATER FAUCET.

CAPACITIES: (in 8 oz. servings, other sizes may be calculated)

40 Gallon / 150 liters ... 640 servings 60 Gallon / 225 liters ... 960 servings 80 Gallon / 300 liters ... 1280 servings

DIMENSIONS

LITE		Α	В	С	D	E	F	G	н	J	K	L	M	N	0	P	Q	S I.D.
40	IN	45 3/4	42 1/2	38	35	9	42 1/4	71	40 1/2	15 1/2	23 1/4	19	35 3/4	4 3/8	24	33	63	26
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(a) GAS		3 ELECTRIC	WATER (A) (a)	CLEARANCE
NATURAL PROPANE Piping: %" N.P.T. Piping: %" N.P.T. Supply pressure: Supply pressure: 4.00" W.C. minimum 4.90" W.C. minimum 14.00" W.C. maximum 14.00" W.C. maximum	B.T.U. RATING 40 gal. 140,000 60 gal. 80 gal. 190,000 100 gal.	120V-1 Phase, 60 Hz, 10 amps	X" dia. Soft Copper Tubing (each) When ordered with optional faucet.	RIGHT = 0" LEFT = 0" REAR = 3" Allow 6" space minimum from rear and sides when located near combustible walls. 12" recommended on right side for service

NOTES

Cleveland Range reserves right of design improvement or modification, as warranted.

Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.

Installation of backflow preventers, vacuum breakers and other specific coder requirements is the responsibility of the owner and installer.

Cleveland Range equipment is built to comply with applicable standards for manufacturers, included among those approval agencies are U.L., A.G.A., NSF, ASME/N.Bd., CSA, CGA, ETL and others.

SECT. X PAGE 8 1003 Litho in U.S.A.



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

Request for Quotation

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ADDRESS COARES	PONDENCE TO ATTENTION OF SECOND
OHN ABBOTT	
04-558-2544	

RFQ COPY
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Kamran & Company, Inc. 411 East Montecito St. Santa Barbara, CA 93101 (805) 963-3016 Fax (805) 962-5915 DIVISION OF CORRECTIONS
MOUNT OLIVE CORRECTIONAL
CENTER
ONE MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7216

BID OPENING DATE: 04/28/2009 GAT ITEM NUMBER UNIT PRICE	\$65.6565.6565.6665.6665.6665.6665.6665.
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0001 EA 165-85 STEAM COOKERS EXHIBIT 5	
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	RECEIVED APR 28 PM 12: 00 V PURCHASING
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	DIVISION
SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE () () () () () () () () () (n loca
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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.
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- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
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- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** 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



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

Request for Quotation

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JOHN ABBOTT 304-558-2544

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Kamran & Company, Inc.

411 East Montecito St.

Santa Barbara, CA 93101

(805) 963-3016 Fax (805) 962-5915

DIVISION OF CORRECTIONS MOUNT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY

MT. OLIVE, WV

25185 304-442-7216

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

Request for Quotation

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JOHN ABBOTT 304-558-2544

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411 East Montecito St.
Santa Barbara, CA 93101
(805) 963-3016 Fax (805) 962-5915

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MT. OLIVE, WV
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

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JOHN ABBOTT 304-558-2544

RFQ COPY
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Kamran & Company, Inc. 411 East Montecito St. Santa Barbara, CA 93101 (805) 963-3016 Fax (805) 962-5915 DIVISION OF CORRECTIONS
MOUNT OLIVE CORRECTIONAL
CENTER
ONE MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7216

ADDRESS CORRESPONDENCE TO ATTENTION OF

DATE PRINTED STERMS OF SALES SHIP VIA F.O.B. FREI	CHT TERMS
BID OPENING DATE: 04/28/2009 BID OPENING TIME 01:30PM	***************************************
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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.	
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN 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.	
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.	
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NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA	
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING TO ASSERT ADDENDA FOR STATE AGENCIES:	•
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Kamran & Company, Inc.

411 East Montecito St.

Santa Barbara, CA 93101

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

Request for Quotation

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JOHN ABBOTT 304-558-2544

DIVISION OF CORRECTIONS
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ONE MOUNTAINSIDE WAY

MT. OLIVE, WV 25185 304

25185 304-442-7216

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

Request for Quotation MOC2699

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 504-558-2544

DIVISION OF CORRECTIONS MOUNT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY MT. OLIVE, WV 25185

304-442-7216

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Kamran & Company, Inc. 411 East Montecito St. Santa Barbara, CA 93101 (805) 963-3016 Fax (805) 962-5915

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Kamran & Company, Inc.

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Santa Barbara, CA 93101

(805) 963-3016 Fax (805) 962-5915

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF THE TOWN ABBOTT

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DIVISION OF CORRECTIONS
MOUNT OLIVE CORRECTIONAL
CENTER

ONE MOUNTAINSIDE WAY MT. OLIVE, WV

25185 304-442-7216

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

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TERMS OF SAME DATE PRINTED SHIP VIA FREIGHTTERMS BID OPENING DATE QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM #02 THIS ADDENDUM IS ISSUED TO CHANGE THE QUANTITY REQUIRED FOR THIS REQUEST FOR QUOTATION; AND TO EXTEND THE BID OPENING FROM 4/28/2009 TO 5/5/2009; 1:30 PM VENDORS SHALL QUOTE TWO (2) TILTING KETTLES AND ONE (1) DOUBLE STACK STEAMER, PER THE REVISED ATTACHED BID FORM. 0001 165-85 STEAM COOKERS THIS IS THE END OF REO MOC26997 TOTAL SEE REVERSE SIDE FOR TERMS AND CONDIT ADDRESS CHANGES TO BE NOTED ABOVE

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

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- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** 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

Description	Order Qty.	Extended Price
Double Stack Convection Steamer	1	\$ 12,100-
Tilting Kettle	2	\$ 42,000-
Failure to use this form may result in disqualific	ation	\$ 54,100-
Bidder / Vendor Information: Name:	n and co	many, the
Address: 41 E. I	MONTECITO Yockhava	CH 930
Phone#: (605)963-	-3016 X12	5.
Email Address:	DY LUNVANO. 1	(T///\ Revised 4/23/2009



NODOR

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

Request for Quotation

MOC26997

JOHN ABBOTT 104-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Kamran & Company, Inc. 411 East Montecito St. Santa Barbara, CA 93101 (805) 963-3016 Fax (805) 962-5915

DIVISION OF CORRECTIONS MOUNT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY MT. OLIVE, WV

25185 304-442-7216

ADDRESS CORRESPONDENCE TO ATTENTION OF

DATE PRIN	1	MS OF SAVE	SHIP VIA	A FOB CON	FREIGHTTERMS
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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
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State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF MICHANIA
COUNTY OF BUY LA BOU VOLVA TO-WIT:
istate as follows: 1. I am an employee of AMVAN 4 CO., The ; and, (Company Name) 2. I do hereby attest that AMVAN 4 CO., The ; and, (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. (Company Name) By:
Title: Cot Ward
Date: 4/30/09
Taken, subscribed and sworn to before me this day of
By Commission expires
(Seal)
(Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO

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.

Rev March 2009

CALIFORNIA JURAT WITH AFFIANT STATEMENT

See Attached Document (Notary to cross out lines 1–6 below) See Statement Below (Lines 1–5 to be completed only by document signer[s], not Notary)				
2				
3				
4				
5				
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)			
State of California				
County of Santa Barbara				
County or	Subscribed and sworn to (or affirmed) before me on this			
ANJA NACHTIGALL	(1) Claudia Ponce Name of Signer ,			
Commission # 1825294				
Notary Public - California	proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)			
Santa Barbara County My Comm. Expires Dec 26, 2012				
	(and			
	(2), Name of Signer			
	proved to me on the basis of satisfactory evidence			
	to be the person who appeared before me.)			
	~ ~			
	Signature Leya Kechpell Signature of Notary Public			
Place Notary Seal Above				
	PTIONAL ————			
Though the information below is not required by la valuable to persons relying on the document and fraudulent removal and featlachment of this form to a	w, it may prove RIGHTTHUMBPRINT RIGHTTHUMBPRINT OF SIGNER #2			
Further Description of Any Attached Document				
Title or Type of Document:				
Title of Type of Document.				
Document Date:Number	of Pages:			
Signer(e) Other Than Named Above				
Signer(s) Other Than Named Above:				

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,	
Kamran and Company, Inc.	
as Principal, (hereinafter called the "Principal"), and Fidelit	ty and Deposit Company of Maryland
of the State of Maryland , as Surety, (herein	, a corporation duly organized under the laws nafter called the "Surety"), are held and firmly bound unto
State of West Virginia	
as Obligee, (hereinafter called the "Obligee"), in the sum of	FIVE PERCENT THE AMOUNT BID IN
Dollars (\$ 5%************************************	nt of which sum well and truly to be made, the said Principal administrators, successors and assigns, jointly and severally,
WHEREAS, the Principal has submitted a bid for	
RFQ Number MOC26997	
STEAM COOKERS	
payment of labor and material furnished in the prosecution t into such contract and give such bond or bonds, if the Principenalty hereof between the amount specified in said bid and contract with another party to perform the work covered by sto remain in full force and effect.	he faithful performance of such contract and for the prompt thereof, or in the event of the failure of the Principal to enter ipal shall pay to the Obligee the difference not to exceed the such larger amount for which the Obligee may in good faith said bid, then this obligation shall be null and void, otherwise ay of April A.D., 2009
Ling Wacktypell Anja Nachtigall Witness	Kamran and Company, Inc. Principal Firouzeh Amiri, President (SEAL)
a lonne) Un Sees	Fidelity and Deposit Company of Maryland Surety By MARY SMATH (SEAL) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of Los Angeles	
On April 23, 2009, before me, DONNA M. GREEN,	Notary Public,
personally appeared MARY SMITH,	
DONNA M. GREEN I COMM. #1643309 TO NOTARY PUBLIC • CALIFORNIA TO LOS ANGELES COUNTY My Comm. Expires Mar. 2, 2010	who proved to me on the basis of satisfactory evidence to be the person() whose name() is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature() on the instrument the person(), or the entity upon behalf of which the person() acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public Speech
OPT	IONAL
Though the data below is not required by law, it may prove va fraudulent reattachment of this form.	luable to persons relying on the document and could prevent
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	
☐ PARTNER(S) ☐ LIMITED ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR OTHER:	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby hominate, constitute and appoint Mary SMITH, of Pasadena, California, its true and lawful agent and Attorney 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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon sauthompany, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Mary SMITH, dated March 3/5/1926.

The said Assistant Secretary does represent that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Lazer of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of July, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Liu D. Baurf
Eric D. Barnes Assistant Secretary

M. P. Hammond

Vice President

State of Maryland City of Baltimore ss:

On this 31st day of July, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Constance a. Dunn

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this	23rd	 _day of _	April	,	2009 .		
						Gerall 7.	Halon ()

this 23rd

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of Santa Barbara	
On 4/24/09 befor	e me, Anja Nachtigall, Notary Public
personally appearedFirou	Here Insert Name and Title of the Officer Zeh Amiri Name(s) of Signer(s)
	rearie(s) of Original (s)
ANJA NACHTIGALL Commission # 182529 Notary Public - Californ Santa Barbara Count My Comm. Expires Dec 26	capacity(tes), and that by his/her/their-signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
Place Notary Seal Above	Signature Lia hach soll
Though the information below is not	required by law, it may prove valuable to persons relying on the document
and could prevent traudule Description of Attached Docum	ent removal and reattachment of this form to another document.
Title or Time of December	·
Document Date:	Number of Pages;
Signer(s) Other Than Named Above.	•
Capacity(ies) Claimed by Signe	r(s)
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name:
Signer Is Representing:	Signer Is Representing: