



**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, the State may deem this contract null and void, and terminate such contract 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."

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**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



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  
**DJS010271**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**SAM TELL AND SON INC.**  
**307 SMITH STREET**  
**FARMINGDALE, NY 11735**

**DIVISION OF JUVENILE SERVICES**  
**DAVIS CENTER**

**BLACKWATER FALLS ROAD**  
**DAVIS, WV**  
**26260**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2009				

BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mos Mat</i>	TELEPHONE <b>891-501-9700</b>	DATE <b>7/1/09</b>
TITLE <b>Mos Mat</b>	FEIN <b>132526262</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DJS010271**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**SAW TELL AND SON INC.  
 10000 STATE STREET  
 WASHINGTON, NY 11735**

SHIP TO

**DIVISION OF JUVENILE SERVICES  
 DAVIS CENTER  
 BLACKWATER FALLS ROAD  
 DAVIS, WV  
 26260**

DATE PRINTED <b>06/14/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Abbott</i>	TELEPHONE <b>631-501-9700</b>	DATE <b>7/1/09</b>
TITLE <i>President</i>	FEIN <b>13252626</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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**Request for  
 Quotation**

RFQ NUMBER:  
**DJS010271**

PAGE:  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT  
 304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**SAV TELL AND SON INC.  
 100 SOUTH STREET  
 FARMINGDALE, NY 11735**

**DIVISION OF JUVENILE SERVICES  
 DAVIS CENTER  
 BLACKWATER FALLS ROAD  
 DAVIS, WV  
 26260**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2009				

BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: DJS010271-----</p> <p>BID OPENING DATE: 7/2/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            ----- 631-501-9709 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            ----- FRED SMILOW -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE
TITLE FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**DJS010271**

PAGE  
**5**

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

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**PAW TELL AND SON INC.**  
**100 WEST 107 STREET**  
**ARMINGDALE, NY 11735**

SHIP TO

**DIVISION OF JUVENILE SERVICES**  
**DAVIS CENTER**

**BLACKWATER FALLS ROAD**  
**DAVIS, WV**  
**26260**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2009				

BID OPENING DATE: **07/02/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DJS010271 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **631-501-9700** DATE: **7/6/09**

TITLE: *[Signature]* FEIN: **13252600** ADDRESS CHANGES TO BE NOTED ABOVE

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

## KITCHEN EQUIPMENT SPECIFICATIONS

1. Electric knife sharpener – Dexter Model 7925A9 or equal to  
Sharpens blade with coarse sandpaper rather than sharpening stones.
2. 6 compartment separator trays with covers – Cambro model PC147 and PC147C or equal to  
1" deep compartment, camware polycarbonate tray, tray dimensions 10" x 14-5/32 x 1-5/32 Color – beige
3. 6 compartment insulated tray with lid – Cook's Gorilla Tray model 630-120B and 630-121B or equal to  
1 piece construction, dimensions 14 ½" L X 11" W x 2-3/8" D, thick skin, reinforced with foam insulation, made from a special blend of copolymer plastic, tray is designed to bend and resist cracking
4. Copolymer tumblers – Jones-Zylon model ZM12 or equal to  
12 oz., microwave and dishwasher safe construction, color - buff, molded from resins without fillers for more durability, all edges are rounded and beaded for strength and sure grip handling
5. Polycarbonate bowls – Cambro model PCD12 or equal to  
12.5 oz., color – tan, tough lightweight dinnerware features polycarbonate construction, 5 year warranty against breakage
6. Napkin dispenser with stand – Venue model 2120A or equal to  
High-impact plastic, 600 piece capacity, napkin size, 8" x 13" x 7 ½", color – clear
7. Knife with round tip – Cook's model 630-824 and 630-825 or equal to  
6" & 10", Handle features a hole for attaching a knife leash kit, round tip for extra security, full tang knife features metal that runs completely through the handle, high quality German stainless steel
8. White cutting boards – Cook's model SW4321WH and SW4319WH or equal to  
15" x 20" x ½" & 18" x 24" x ½", durable, polyethylene construction
9. Knife leash kit – Cook's model KLK100-30 or equal to  
Kit includes coated 5 foot leash, numbered security fastener and pick resistant lock. 760 pound tensile strength
10. Potato peelers – Cook's model SW20023 or equal to  
Black handled with stainless steel blade
11. Turners – Cook's model 630-814 or equal to

8" x 3", polypropylene handle, superior construction, top of the line materials, lifetime guarantee

12. 4" pizza cutters – Mundial model W5691-4 or equal to Polypropylene handle
13. Baker's spatulas – Rubbermaid models RU1901, RU1905, RU1906 or equal to 9 ½", 13 ½", 16 ½", blades molded into handle for permanent bond, dishwasher safe, color – white, seamless construction resists dirt and bacteria build up
14. Whips – Vollrath models 7094V, 7095V, 7097V or equal to 18", 20", 24", nylon handles, unique patent pending ergonomic whip with NSF certification, one piece handle is completely sealed with no crevices to collect food or bacteria
15. Slotted spoons – Cook's model SW3333 or equal to 13" heavy duty stainless steel, 1.5 mm gauge
16. Solid spoons – Cook's model SW3313 or equal to 13" heavy duty stainless steel, 1.5 mm gauge
17. High heat turners - Carlisle model CA4900 or equal to Resists heat up to 375°F, 13", one piece break-resistant material, color-black, slotted blade for easy draining
18. Color coded tongs – Cook's model SW3382 or equal to 12" springless design, heat resistant up to 180°F, dishwasher safe, one piece tongs feature easy to grip handle
19. Crocks – Carlisle model CA6316 and CA6302 or equal to Polypropylene, 1.5 & 2.7 quart capacity, dishwasher safe
20. Ladles – Vollrath model 5144A9, 5144B9, and 5144C9 or equal to One piece construction, 18-8 stainless steel, ergo grip, 4 oz, 6 oz, 8oz., offset handle for comfortable use, shorter overall length, handle stopper keeps ladle from sliding into serving container
21. China cap strainers – Lincoln model LW700 or equal to Constructed of dent resistant aluminum alloy, 10" diameter, features 2 hooks for hanging over the edge of a stock pot.
22. Mesh skimmers – Cook's model SW3180 or equal to 7" square, 4.0mm gauge, nickel plated steel wires
23. Dishers – Cook's models 630-607AC, 630-608AC, 630-609AC or equal to

Ergonomically designed handle for comfortable use, stain resistant, designed so that mechanism is protected when hit against the side of a tray or pan, 6 oz, 8 oz, 10 oz.

24. Oval spoodles (solid) – Vollrath models V2445S, V2655S, V2865S or equal to  
Solid one piece construction, nylon handle is heat resistant to 475°F., capacity is stamped on shaft, handles are color coded for easy identification, 4 oz, 6 oz, 8 oz.
25. Oval spoodles (perforated) – Vollrath models V2445P, V2655P, V2865P or equal to  
Solid one piece construction, nylon handle is heat resistant to 475°F., capacity is stamped on shaft, handles are color coded for easy identification, 4 oz, 6 oz, 8 oz.
26. Heavy duty mixing bowls – Vollrath models V69080, V63190, SW7320, SW7280 or equal to  
Heavy gauge 18-8 stainless steel construction, 8 qt, 13 qt, 30 qt, 80 qt.
27. Heavy duty colander – Vollrath models V68298 and V68350 or equal to  
Heavy gauge impact resistant 3004 aluminum, full ring welded base for added stability, thick rim and walls resist denting, strong riveted handles, 11 qt, 16 qt.
28. Chef's pastry brushes – Carlisle models CA1397, CA1398, CA 1399 or equal to  
Lacquered hardwood handles, epoxy set bristles, high fluid retaining capacity, 2", 3", 4"
29. Commercial timer – FMP model FM151-1034 or equal to  
60 minute time cycle, sealed timer mechanism, corrosion resistant alarm circuitry, 7" high with easy to read dial
30. Measuring pitchers – Cambro models CB2525, CB25100, CB25200, CB25400 or equal to  
Polycarbonate solid molded handle, dishwasher safe, molded-in graduations will never wash or scratch off, 1 cup, 1 qt, 2 qt, 4 qt
31. Dredgers – Cook's model SW7473 or equal to  
No handles, 10 oz stainless steel
32. Salt and pepper shakers – Cook's model 3212 or equal to  
Plastic polycarbonate jar design with polycarbonate top, 2 oz capacity
33. Flatware washing basket – Perma-Sand model DR320 or equal to  
Open design, stores and cleans flatware vertically

34. Scoops – San-Jamar model KAS7500 or equal to  
Guard prevents knuckle and thumb cross-contamination, 12-16 oz.
35. 4 piece measuring spoon set – Cook's model SW7328 or equal to  
Stainless steel spoons, sizes ½ tsp, ¼ tsp, 1 tsp, 1 tbsp
36. 4 piece measuring cup set – Cook's model SW7329 or equal to  
Stainless steel cups include ¼ , 1/3, ½ and 1 cup
37. Digital thermometers – Cooper model CP10099 or equal to  
Waterproof, maximum temperature hold, protective sheath, automatic  
shutoff, temperature range -40°F to 450°F, lifetime warranty
38. Non-contact infrared thermometer – Cooper model CP431 or equal to  
Measures surface temperatures avoiding cross contamination, uses a 9 volt  
alkaline or NiCad battery, F/C selectable, high/low alarm, 7 second hold  
display, hard carrying case
39. Refrigerator/Freezer thermometers – Cooper model CP10025 or equal to  
2" dial with specific applications and HACCP guidelines, stainless steel  
construction, temperature range -20°F - 80°F
40. Silicone oven mitt – Orka model BOR17 or equal to  
Mitt provides complete protection even when submerged in liquid up to  
temperatures to 600°F, 17" elbow length, unique silicone injected  
construction
41. Heavy weight oven mitt – Cook's model WL938 or equal to  
17" white terry cloth mitt, features a steam and grease barrier for extra  
protection, protects up to 450°F, can be laundered, ambidexterous
42. Saucepots with lids – Lincoln models LW750, LW751, LW754, LW758 or equal to  
Constructed of extra dent resistant 3004 aluminum alloy, welded handles, 8 ½  
qt, 12 qt, 26 qt, 44 qt., lifetime warranty
43. Fry pans – Lincoln model LW5014 or equal to  
14" constructed of heavy gauge 3004 aluminum, silicone grip, natural finish
44. Muffin pan – Carlisle model CA601840 or equal to  
Steel/aluminum construction, 24 cups, pans feature the "bake prep plus"  
finish which provides greater heat transfer for lower baking temperatures  
shorter baking time and more uniform baked goods
45. Cake marker – Cook's model CKE102SS or equal to  
60 cut, 10 x 6, heavy gauge stainless steel construction, one year warranty

46. Roast pans – Lincoln models LW458, LW457 and Carlisle model DW341 or equal to  
Aluminum construction, spot welded loop handles, seamless drawn and reinforced with 2 steel bands for extra heavy usage, 18" x 24" x 4 ½", 14" x 24" x 3 ½", 12 5/8" x 23" x 2 ¾"
47. Sheet pan – Lincoln model SHP18 and SHP13 or equal to  
18 gauge 3003 alloy, exclusive concave bottoms flatten during heating for even heat distribution resulting in uniform height for baked products, full size 26" x 18" x 1 ¼", half size 18" x 13" x 1 ¼"
48. Food pan with grip lids – Cambro model TN-303C and TN-312C or equal to  
8" deep full size, durable polycarbonate, non-stick interior finish, withstands temperatures from -40°F to 210°F
49. Spillage pan for steam table – Vollrath model V765 or equal to  
Accepts standard size pans, 20 21/32" x 12 7/16" x 6 3/8", 22 gauge 18-8 stainless steel construction, use in hot wells or steam tables when a separate water pan is required
50. Steam table pans with lids – Cook's model STP-226AJ and STP-227AJ or equal to  
6" deep, 22 gauge 18-8 stainless steel construction, full shoulder and reinforced flat edge to prevent from jamming during storage, impact resistant edge design holds shape under toughest conditions, spoonable bottoms add structural rigidity and allow easy access to food, half size and full size
51. Perforated steam table pans – Cook's model STP-224P or equal to  
Full size 4" deep, 22 gauge stainless steel
52. False bottom for full size steam table pan – Cook's model SW5329 or equal to  
18-8 stainless steel, fits full size steam table pans
53. Food rotation labels – Cambro model DSL250CB or equal to  
250 labels per roll, 2" x 3" label size, dissolves in less than 30 seconds in any dish machine or hot water
54. Color coded food box with lids – Carlisle model PC622C or equal to  
12" x 18" x 9", dishwasher safe, prevents cross contamination, easy grip handles have structural rib reinforcement, reinforced box and lid corners help prevent chipping and cracking, convenient date indicators on all four sides
55. Round container with lid – Cambro model CW100RC and CW400RC or equal  
Clear polycarbonate, 1 qt, and 4 qt

56. Slant top bin with lid – Cambro model IB27ST or equal to  
Constructed of FDA accepted poly material, 27 gal capacity, slant top slide back lid, clear polycarbonate
57. Crisper bin – Cambro model CC32 or equal to  
Polyethylene bin with clear polycarbonate lid for storing vegetables, threaded faucet and polycarbonate drain shelf, eliminates standing water, stores easily under work tables
58. Insulated beverage container – Cambro model DS10 or equal to  
10 gallon capacity, portable, polyethylene construction, textured exterior is scratch resistant, drip proof recessed spigot, vent cap equalizes pressure and releases steam
59. Beverage cooler – Coleman model 5153A5 or equal to  
5 gallon capacity, fast flow faucet is recessed for cleanliness, instant shutoff and no dripping, recessed handles
60. Thermal server – Cook's model 5141B9 or equal to  
33 oz vacuum insulated and made of stainless steel
61. Beverage dispenser – Carlisle Trimline model CA850SGL or equal to  
Clear polycarbonate, removable drip tray, single base, 3 gallon capacity, lid and base have textured finish to reduce scratches
62. Rectangular chafar – Carlisle model CA609550 or equal to  
8 quart, heavy gauge mirror polished 18-8 stainless steel, complete with food pan, lid, water pan and fuel holder
63. Chocolate fountain – Sefhra CF16E Select Home or Equal to  
Stainless steel basin, electronic controls with 4 temperature settings, dishwasher safe, food grade high impact tiers and auger, includes 6 metal fondue skewers and fondue testing funnel
64. Electric can opener – Edlund model 88270 or equal to  
For heavy volume operations, features a 2 speed motor, knife and gear are easily removed for cleaning
65. Heavy duty can rack with casters – NAI model 6025B9 or equal to <sup>1250 ck</sup>  
Holds 162 #10 or 216 #5 cans, loads from front or rear, all welded aluminum construction, 25"W x 35" D x 78"H
66. Aluminum adjustable tray drying rack – NAI model TDR260-4 or equal to  
320 tray capacity, 1 ½" spacing, all guides are .090 thick and radiused for safety, 6" x 2" polyolefin casters – all swivel, frame construction of 1 ½" x 1 ¾" tubing

67. Enclosed pan rack – NAI model ER-100 or equal to  
1 ½" slide spacing, holds forty (40) 18"x26" pans, all welded construction, reinforced door with interior bracing, heavy duty perimeter bumper, heavy duty 6"x2" casters
68. Utility cart – Lakeside model LK1011 or equal to  
18 gauge stainless steel shelves, 3 shelves, 30"L x 16"W X 34" H, 650 lb capacity
69. Commercial microwave – Amana model AF120 or equal to  
Stainless steel interior, 1000 watts of power, 5 power levels for consistent results, large 1.2 cubic foot capacity, see through door and lighted interior
70. Commercial food processor – Waring model FP40C or equal to  
1 ½ hp motor, includes S blade, 1/8" slicing disc, 3/16" shredding disc, pulse controls, clear bowl with clear cover, super large feed tube
71. Convection steamer – Cleveland model 1SCEMCS or equal to  
8 gauge stainless steel interior, 14 gauge stainless steel exterior, no drain line or water connections required, separate power on/off control, 6" skid resistant adjustable stainless steel legs, 240 volts, holds 5 2 ½"x 12"x20" OR 10 1"x12"x20" steam table pans
72. Food bar - Carlisle Maximizer model CA7711 and CA7721 or equal to  
6 foot, tray slides on both sides, holds 6 full size food pans, keeps food at 40°F or below up to 8 hours, double sided, extra wide sneeze guard, storage compartment in center with a built in faucet for ice drainage, 4 swivel non-marking casters with brakes

1. Vendor must be capable of providing at a minimum the number of items listed on the bid sheet.
2. Vendor must list percentage over list cost, and any other costs associated with the product.
3. Vendor will be required to demonstrate actual cost with each invoice.
4. All deliveries will be made to the Davis Center, Blackwater Falls Road, Davis, WV 26260.

## KITCHEN EQUIPMENT BID FORM

Item #	Description	Estimated		Future Unit Price for	
		Initial Order	Unit Price	Extended Price	One (1) Each
1	Electric Knife Sharpener	1	\$ 187.87	\$ 187.87	\$ 187.87
2	6 compartment tray with lid	144	\$ 12.24	\$ 1762.56	\$ same price
3	Insulated tray with cover	10	\$	\$ no bid	\$
4	tumblers, 12 oz.	240	\$ .694	\$ 165.60	\$
5	bowls 12.5 oz	240	\$ .784	\$ 187.20	\$
6	napkin dispenser with stand	2	\$ 28.95	\$ 57.90	\$
7	knife with round tip	4	\$	\$ no bid	\$
8	cutting board	6	\$ 17.25	\$ 103.50	\$
9	knife leash kit	1	\$	\$ no bid	\$
10	potato peelers	12	\$ 3.07	\$ 36.84	\$
11	turners	12	\$ 2.41	\$ 28.92	\$
12	pizza cutters	12	\$ 2.95	\$ 35.40	\$
13	spatulas	36	\$ .834	\$ 29.84	\$
14	whips	18	\$ 9.36	\$ 168.54	\$
15	slotted spoons	24	\$ .764	\$ 18.24	\$
16	solid spoons	24	\$ .764	\$ 18.24	\$
17	high-heat turners	12	\$ 4.29	\$ 51.48	\$
18	color coded tongs	24	\$ 2.69	\$ 64.56	\$
19	crocks	48	\$ 5.49	\$ 263.28	\$
20	ladels	24	\$ 1.17	\$ 28.16	\$
21	china cap strainer	6	\$ 53.91	\$ 323.46	\$
22	mesh skimmers	6	\$ 1.96	\$ 11.76	\$
23	dishers	18	\$	\$ no bid	\$
24	oval spoodles solid	36	\$ 6.99	\$ 251.64	\$
25	oval spoodles perforated	36	\$ 6.99	\$ 251.64	\$
26	mixing bowls	22	\$ 72.59	\$ 1596.98	\$
27	heavy duty colander	4	\$ 22.44	\$ 89.76	\$
28	pastry brushes	16	\$ 1.87	\$ 29.92	\$
29	commercial timer	1	\$ 4.61	\$ 4.61	\$
30	measuring pitchers	36	\$ 7.99	\$ 287.64	\$
31	dredges	12	\$ 1.44	\$ 17.28	\$
32	salt and pepper shakers	72	\$ 2.60	\$ 187.20	\$
33	flatware washing basket	6	\$ 14.45	\$ 86.70	\$
34	scoops	6	\$ 8.84	\$ 53.04	\$
35	4 piece measuring spoon set	3	\$ .446	\$ 1.32	\$
36	4 piece measuring cup set	3	\$ 2.25	\$ 6.75	\$
37	digital thermometer	12	\$ 14.40	\$ 172.80	\$
38	infrared thermometer	1	\$ 49.95	\$ 49.95	\$
39	refrigerator/freezer thermometer	24	\$ 1.36	\$ 32.64	\$
40	silicone oven mitt	6	\$ 1.42	\$ 8.52	\$
41	heavy weight oven mitt	8	\$ 2.46	\$ 19.68	\$

T. L. L.  
12/11/09

THRU 12/11/09

## KITCHEN EQUIPMENT BID FORM

Item #	Description	Estimated Initial Order	Unit Price	Extended Price	Future Unit Price for One (1) Each
42	saucepot with lid	13	\$ 614.08	\$ 7983.04	\$ same
43	fry pans	3	\$ 31.39	\$ 94.17	\$ TILL
44	muffin pan	12	\$ 28.85	\$ 346.20	\$
45	cake marker	1	\$	\$ No Bid	\$
46	roast pan	12	\$ 162.83	\$ 1953.96	\$
47	sheet pan	24	\$ 22.04	\$ 528.96	\$
48	food pan with grip lids	12	\$ 22.81	\$ 273.72	\$
49	spillage pan for steam table	10	\$ 25.70	\$ 257.00	\$
50	steam table pans with lids	16	\$ 27.35	\$ 437.60	\$
51	perforated steam table pans	2	\$ 17.41	\$ 34.82	\$
52	falsebottom for steam table pan	2	\$ 7.61	\$ 15.22	\$
53	food rotation labels	3	\$ 87.31	\$ 261.93	\$
54	color coded food box with lids	8	\$ 27.88	\$ 223.04	\$
55	round container with lid	16	\$ 5.86	\$ 93.76	\$
56	slant top bin with lid	8	\$ 166.77	\$ 1334.16	\$
57	crisper bin	4	\$ 88.37	\$ 353.48	\$
58	insulated beverage container	4	\$ 160.67	\$ 642.68	\$
59	beverage cooler	8	\$ 104.44	\$ 835.52	\$
60	thermal server	12	\$ 17.17	\$ 206.04	\$
61	beverage dispenser	6	\$ 31.75	\$ 190.50	\$
62	rectangular chafer	8	\$ 160.40	\$ 1283.20	\$
63	chocolate fountain	1	\$ 3622.49	\$ 3622.49	\$
64	electric can opener	1	\$ 1074.20	\$ 1074.20	\$
65	can rack with casters	4	\$ 414.43	\$ 1657.72	\$
66	tray drying rack	1	\$ 1997.49	\$ 1997.49	\$
67	enclosed pan rack	2	\$ 258.75	\$ 517.50	\$
68	utility cart	8	\$ 341.13	\$ 2729.04	\$
69	commercial microwave	1	\$ 339.69	\$ 339.69	\$
70	commercial food processor	1	\$ 1038.68	\$ 1038.68	\$
71	convection steamer	1	\$ 11,310.72	\$ 11,310.72	\$
72	food bar	1	\$ 2,092.89	\$ 2,092.89	\$
<b>GRAND TOTAL</b>				\$ 42,783.04	

12/31/05

FOR ITEMS BID

This form is for bidding purposes only; more or less of the above items may be purchased. Note: A contract will be issued to the lowest bidder meeting the attached specifications; all other government agencies and political subs may utilize this contract, according to Exhibit 4 of the attached documents.

# VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: SAM TELL AND SON INC. Signed: [Signature]  
 Date: 7/16/09 Title: President

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

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SAM TELL AND SON INC.

*[Handwritten Signature]*

*[Handwritten Date: 7/6/09]*