



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


Header 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 459650


Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: DOUGLAS EQUIPMENT

Alias/DBA:

Total Bid: \$117,367.00

Response Date: 

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS1800000013

Published Date: 6/13/18

Close Date: 6/28/18

Close Time: 13:30

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 459650
Solicitation Description : Walk in Cooler and Walk in Freezer
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-06-28 13:30:00	SR 0403 ESR06281800000006102	1

VENDOR
000000203433 DOUGLAS EQUIPMENT

Solicitation Number: CRFQ 0403 DBS1800000013

Total Bid : \$117,367.00 **Response Date:** 2018-06-28 **Response Time:** 12:51:16

Comments:

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Institutional food services equipment				\$117,367.00

Comm Code	Manufacturer	Specification	Model #
48100000			

Extended Description : Lump-sum price to provide all materials, labor, and equipment necessary to complete all construction services.

**Exhibit A: Pricing Page
Walk-In Cooler and Freezer**

SUBMITTED TO:

West Virginia Schools for the Deaf and Blind

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, transportation, and delivery necessary for the satisfactory and complete execution of

**CRFQ DBS1800000013
Walk-In Cooler and Freezer
West Virginia Schools for the Deaf and Blind**

in every detail, all in full accordance with, and in conformity to, the Contract Documents including the Summary of Bid Package as attached to this Bid Form for the stipulated Sum as follows:

The undersigned proposes to furnish and deliver all materials called for in Bid Package – Walk-In Cooler and Freezer as described in the attached Summary of Materials as follows:

For the Lump Sum of: one hundred seventeen thousand three hundred
sixty seven dollars + 00/100 (\$117,367.00).

SIGNATURE OF BIDDER:

Firm: Douglas Equipment

Address: 304 North St

Address: Bluefield, WV 26001

Address: _____

By: Kayla Fox

Title: Bid Specialist

Phone: (304) 327-0149

Fax: (304) 325-3848

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Douglas Equipment

Contractor's License No.: WV-

0087220

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

REQUEST FOR QUOTATION
West Virginia Schools for the Deaf and the Blind
Walk in Cooler and Walk in Freezer

- 11.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5 Vendor shall inform all staff of Agency's security protocol and procedures.

12 MISCELLANEOUS:

- 12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kayla Fox

Telephone Number: (304) 327-0149

Fax Number: (304) 325-3848

Email Address: kayla@dayjesequipment.us

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kayla Fox
(Name, Title)
Kayla Fox Bid Specialist
(Printed Name and Title)
301 North St Bluefield, WV 24701
(Address)
(304) 327-0149 (304) 325-3848
(Phone Number) / (Fax Number)
Kayla@douglasequipment.us
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Douglas Equipment
(Company)

Kayla Fox
(Authorized Signature) (Representative Name, Title)

Kayla Fox Bid Specialist
(Printed Name and Title of Authorized Representative)

6/28/18
(Date)

(304) 327-0149 (304) 325-3848
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Douglas Equipment
Company

Kyle Lee
Authorized Signature

6/28/18
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

STATE OF WEST VIRGINIA,
COUNTY OF Mercer, TO-WIT:

I, Kayla Fox, after being first duly sworn, depose and state as follows:

1. I am an employee of Douglas Equipment; and,
(Company Name)
2. I do hereby attest that Douglas Equipment
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

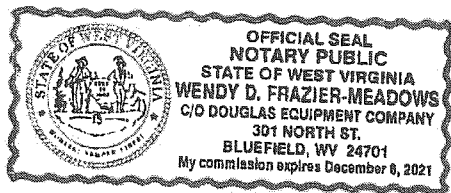
The above statements are sworn to under the penalty of perjury.

Printed Name: Kayla Fox
 Signature: Kayla Fox
 Title: Bid Specialist
 Company Name: Douglas Equipment
 Date: 6/28/18

Taken, subscribed and sworn to before me this 28 day of June, 2018.

By Commission expires December 6, 2021

(Seal)



Wendy D. Frazier-Meadows
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Douglas Equipment

Authorized Signature: [Signature] Date: 6/28/18

State of West Virginia

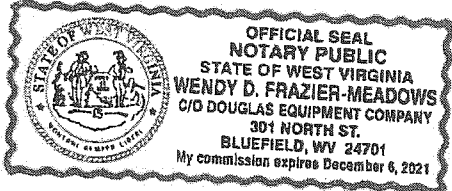
County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 28 day of June, 2018

My Commission expires December 6, 2021

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 01/19/2018)