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Jump to: FORMS



Go



Home



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About



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Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0613

ID: ESR09092000000001657

Ver.: 1

Function: New

Phase: Final

Modified by batch , 09/09/2020

Header 2

List View

## General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 769278

Procurement Type: Central Master Agreement

Vendor ID: VS0000013006



Legal Name: CHEFS DEPOT INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/09/2020



Response Time: 12:50

Responded By User ID: elin8200



SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2100000002

Published Date: 8/18/20

Close Date: 9/9/20

Close Time: 13:30

Status: Closed

Solicitation Description: Meal Service Equipment and Supplies

Total of Header Attachments: 2

Apply Default Values to Commodity Lines

View Procurement Folder

Clarification Request



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 769278  
**Solicitation Description:** Meal Service Equipment and Supplies  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-09-09 13:30	SR 0613 ESR09092000000001657	1

**VENDOR**  
VS0000013006  
CHEFS DEPOT INC

**Solicitation Number:** CRFQ 0613 VNF2100000002  
**Total Bid:** 0  
**Response Date:** 2020-09-09  
**Response Time:** 12:50:04  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Tara Lyle  
(304) 558-2544  
tara.l.lyle@wv.gov

**Vendor**  
**Signature X** **FEIN#** **DATE**

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	Kitchen equipment and supplies	0.00000	EA	86283.710000	0.00

Comm Code	Manufacturer	Specification	Model #
48100000			

Commodity Line Comments:

Extended Description:

Kitchen equipment and supplies for bulk meal service.  
See attached pricing pages - Exhibit A



09/09/2020

425151

# Quote

Project: VNF2100000002







From: Culinary Depot  
Yitzi Shaps  
2 Melnick Dr  
Monsey, NY 10952  
(888) 845-8200  
845-414-2402 (Contact)

Job Reference Number: 66062

Item	Qty	Description	Sell	Sell Total
1	3 ea	<b>MENU BOARD</b> Custom MB-3020 Message Display w/4 Insert Holders	\$322.14	\$966.42
<b>Extended Total:</b>				<b>\$966.42</b>
2	2 ea	<b>EASEL</b> Custom FLX06203MV Solid Wood Supports 15 lb of display materials Stability chain prevents slippage	\$42.48	\$84.96
<b>Extended Total:</b>				<b>\$84.96</b>
3	16 ea	<b>STANDARD ROUND BOWL DISHER</b> Thunder Group SLDS008 Packed 36 ea Disher, 4 oz., #8, thumb press, 18/8 stainless steel, grey, NSF	\$4.83	\$77.28
<b>Extended Total:</b>				<b>\$77.28</b>
4	16 ea	<b>STANDARD ROUND BOWL DISHER</b> Thunder Group SLDS006 Packed 36 ea Disher, 5-1/3 oz., #6, thumb press, 18/8 stainless steel, white, NSF	\$4.83	\$77.28
<b>Extended Total:</b>				<b>\$77.28</b>

Item	Qty	Description	Sell	Sell Total
5	16 ea	<b>STANDARD ROUND BOWL DISHER</b> Thunder Group SLDS016 Packed 36 ea Disher, 2 oz., #16, thumb press, 18/8 stainless steel, blue, NSF	\$4.83	\$77.28
			<b>Extended Total:</b>	<b>\$77.28</b>
6	16 ea	<b>STANDARD ROUND BOWL DISHER</b> Thunder Group SLDS030 Packed 36 ea Disher, 1 oz., #30, thumb press, 18/8 stainless steel, black, NSF	\$4.83	\$77.28
			<b>Extended Total:</b>	<b>\$77.28</b>
7	9 ea	<b>SOLID TURNER</b> Mercer Culinary M18740 Packed 6 ea Millennia® Turner, 5"L x 3"W, 11-3/8" overall length, heavy duty solid stain-resistant stainless steel blade, molded polypropylene handle for an extra-sure grip, NSF	\$9.73	\$87.57
			<b>Extended Total:</b>	<b>\$87.57</b>
8	9 ea	<b>SOLID TURNER</b> Thunder Group SLTWPS003 Packed 180 ea Pizza Server, 3" x 5" square blade, 10-1/2" OA length, wood handle, stainless steel (12 each minimum order)	\$0.99	\$8.91
			<b>Extended Total:</b>	<b>\$8.91</b>
9	9 ea	<b>SLOTTED TURNER</b> Winco TWP-60 Packed 144 ea Fish Spatula, 6-3/4" x 3-1/4", stainless steel blade, dishwasher safe, slip-resistant, polypropylene white handle, satin finish, NSF (Qty Break = 12 each)	\$2.61	\$23.49
			<b>Extended Total:</b>	<b>\$23.49</b>
10	8 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-86-FG Packed 4 dz Diamond Mardi Gras™ Bowl, 8 oz. (8 oz. rim full), 6" dia. x 1-1/2"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, rainforest green, NSF	\$50.16	\$401.28
			<b>Extended Total:</b>	<b>\$401.28</b>


Item	Qty	Description	Sell	Sell Total
11	10 dz	<b>MUG, PLASTIC</b> G.E.T. Enterprises TM-1308-FG Packed 2 dz Mug, 8 oz. (10 oz. rim full), 3-1/4" dia. x 3-3/4"H, stacking, shatter-resistant, dishwasher safe, BPA free, TRITAN, rainforest green, NSF	\$56.40	\$564.00
			<b>Extended Total:</b>	<b>\$564.00</b>
12	22 cs	<b>THERMAL PELLET BASE / UNDERLINER</b> Cambro MDSL9457 Packed 12 ea The Shoreline Collection Pellet Underliner, fits 9-1/2" pellet, outside dia. 9-9/16", 1-4/5"H, wheat, plastic, NSF	\$43.20	\$950.40
			<b>Extended Total:</b>	<b>\$950.40</b>
13	22 cs	<b>THERMAL PELLET DOME COVER</b> Cambro MDSD9457 Packed 12 ea The Shoreline Collection Dome, insulated, fits 9" plate, outside dia. 10-1/4", 3-3/16"H, wheat, polypropylene	\$95.52	\$2,101.44
			<b>Extended Total:</b>	<b>\$2,101.44</b>
14	6 cs	<b>THERMAL PELLET / PLATE LIFTER</b> Cambro MDSPL000 The Shoreline Collection Pellet Lifter, outside dia. 3-1/8", 3"H	\$35.17	\$211.02
			<b>Extended Total:</b>	<b>\$211.02</b>
15	10 dz	<b>PLATE</b> G.E.T. Enterprises NP-9-PB Packed 2 dz Diamond Mardi Gras™ Plate, 9" dia., round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, peacock blue, NSF	\$76.08	\$760.80
			<b>Extended Total:</b>	<b>\$760.80</b>
16	20 dz	<b>PLATE</b> G.E.T. Enterprises WP-5-PB Packed 4 dz Diamond Mardi Gras™ Plate, 5-1/2" dia., round, wide rim, break-resistant, dishwasher safe, BPA free, melamine, peacock blue, NSF	\$44.76	\$895.20
			<b>Extended Total:</b>	<b>\$895.20</b>

Item	Qty	Description	Sell	Sell Total
17	20 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-127-PB Packed 2 dz  Diamond Mardi Gras™ Bowl, 12 oz. (15-1/2 oz. rim full), 7-1/4" dia. x 1-3/4"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, peacock blue, NSF	\$67.44	\$1,348.80
<b>Extended Total:</b>				<b>\$1,348.80</b>
18	20 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-86-PB Packed 4 dz  Diamond Mardi Gras™ Bowl, 8 oz. (8 oz. rim full), 6" dia. x 1-1/2"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, peacock blue, NSF	\$50.17	\$1,003.40
<b>Extended Total:</b>				<b>\$1,003.40</b>
19	12 dz	<b>MUG, PLASTIC</b> G.E.T. Enterprises S-12-PB Packed 2 dz  Diamond Mardi Gras™ Mug, 12 oz., 3-1/2" dia. x 3-1/4"H, with handle, stackable, break-resistant, dishwasher safe, SAN, peacock blue	\$30.48	\$365.76
<b>Extended Total:</b>				<b>\$365.76</b>
20	1 ea	<b>MOBILE PLATE AND DISH DISPENSER</b>  Lakeside Manufacturing 6210 Dish Dispenser, heated, cabinet style, enclosed base, mobile, (2) self-leveling dish dispensing tubes, 9-1/4" to 10-1/8" diameter dish size, stainless steel construction, 4" Lake-Glide® swivel casters (2) with brakes, 6' coiled cord with NEMA 5-15P, NSF, UL, Made in USA 1 ea 120v/60/1-ph, 900 watts, 7.5 amps, standard	\$2,337.74	\$2,337.74
<b>Extended Total:</b>				<b>\$2,337.74</b>
21	2 dz	<b>COMPARTMENT PLATE / PLATTER</b> G.E.T. Enterprises CP-10-DW Packed 1 dz  Diamond White™ Plate, 10-1/4" dia., 3-compartments, round, break-resistant, dishwasher safe, BPA free, melamine, white, NSF (special order item, contact G.E.T. for minimum order quantity)	\$87.96	\$175.92
<b>Extended Total:</b>				<b>\$175.92</b>
22	12 ea	<b>LADLE</b>  Libertyware OPL08 Packed 120 ea Ladle, 8 oz., 11-7/8" handle, 14-1/2" overall length, one-piece, capacity marked on handle, stainless steel	\$1.60	\$19.20
<b>Extended Total:</b>				<b>\$19.20</b>

Item	Qty	Description	Sell	Sell Total
23	12 ea	<b>LADLE</b> Libertyware OPL12 Packed 120 ea Ladle, 12 oz., 11-5/8" handle, 15" overall length, one-piece, capacity marked on handle, stainless steel	\$2.19	\$26.28
<b>Extended Total:</b>				<b>\$26.28</b>
24	12 ea	<b>LADLE</b> Libertyware OPL06 Packed 120 ea Ladle, 6 oz., 11-5/8" handle, 14-1/2" overall length, one-piece, capacity marked on handle, stainless steel	\$1.38	\$16.56
<b>Extended Total:</b>				<b>\$16.56</b>
25	12 ea	<b>LADLE</b> Libertyware OPL04 Packed 120 ea Ladle, 4 oz., 11-1/8" handle, 13-3/4" overall length, one-piece, capacity marked on handle, stainless steel	\$1.14	\$13.68
<b>Extended Total:</b>				<b>\$13.68</b>
26	12 ea	<b>LADLE</b> Libertyware OPL02 Packed 120 ea Ladle, 2 oz., 10-1/8" handle, 11-3/4" overall length, one-piece, capacity marked on handle, stainless steel	\$0.78	\$9.36
<b>Extended Total:</b>				<b>\$9.36</b>
27	18 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-204 Packed 24 ea Steam Table Pan, 1/2 size, 10-3/8" x 12-3/4" x 4" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 6 each)	\$5.84	\$105.12
	18 ea	PGW-810 Wire Pan Grate, 8" x 10", 1/2 size, rectangular, chrome-plated (Qty Break = 12 each)	\$1.56	\$28.08
<b>Extended Total:</b>				<b>\$133.20</b>
28	240 ea	<b>CAFETERIA TRAY</b> Cambro 1520CL161 Packed 12 ea Camlite® Tray, reinforced edges, 15" x 20-1/4", rectangular, dishwasher safe, fiberglass, stacking lugs, Dri-Stak separators, tan, NSF	\$11.06	\$2,654.40
	240 ea	3 year pro-rated warranty against manufacturer's defects		
<b>Extended Total:</b>				<b>\$2,654.40</b>

Item	Qty	Description	Sell	Sell Total
29	3 ea	<b>CABINET, ENCLOSED, BUN / FOOD PAN</b> Cambro UPC1600SP402 Ultra Camcart® Food Pan Carrier, front loading, one-piece double wall polyethylene shell, foam insulation, holds (24) 2-1/2" deep full size pans, (16) 4" deep full size pans, (12) 6" deep full size pans, (8) 8" deep full size pans, approximate capacity 120 qt., security package, tamper resistant, molded-in handles & bumpers, nylon latch, air-tight gasket, vent cap, (4) heavy duty 6" casters (2 fixed, 2 swivel with brakes), brick red, NSF	\$1,563.64	\$4,690.92
			<b>Extended Total:</b>	<b>\$4,690.92</b>
30	3 dz	<b>DISH TOWEL</b> Custom 167KITCHTWEL Packed dz Choice 15" x 26" Blue-Striped 24 oz. 100% Cotton Herringbone Dish Towel - 12/Pack	\$7.44	\$22.32
			<b>Extended Total:</b>	<b>\$22.32</b>
31	9 ea	<b>FLATWARE DISHWASHER RACK</b> Cambro FR258151 Packed 6 ea Camrack® Flatware Rack, full size, 19-3/4" x 19-3/4" x 4", 2-5/8" max. height, soft gray, NSF	\$17.20	\$154.80
			<b>Extended Total:</b>	<b>\$154.80</b>
33	6 ea	<b>FLATWARE HOLDER, CUTLERY BIN / BOX</b> Winco PL-4B Packed 12 ea Cutlery Bin, 21-1/8"L x 12-3/4"W x 3-7/8"H, 4-compartment, BPA free, plastic, gray (Qty Break = 12 each)	\$4.64	\$27.84
			<b>Extended Total:</b>	<b>\$27.84</b>
34	9 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-104 Packed 12 ea Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 6 each)	\$10.08	\$90.72
			<b>Extended Total:</b>	<b>\$90.72</b>
35	18 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-206 Packed 12 ea Steam Table Pan, 1/2 size, 10-3/8" x 12-3/4" x 6" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 6 each)	\$8.64	\$155.52
			<b>Extended Total:</b>	<b>\$155.52</b>

Item	Qty	Description	Sell	Sell Total
36	9 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-106 Packed 12 ea Steam Table Pan, full size, 20-3/4" x 12-3/4" x 6" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 6 each)	\$13.36	\$120.24
			<b>Extended Total:</b>	<b>\$120.24</b>
37	12 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-606 Packed 48 ea Steam Table Pan, 1/6 size, 6-7/8" x 6-5/16" x 6" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 12 each)	\$4.90	\$58.80
			<b>Extended Total:</b>	<b>\$58.80</b>
38	12 ea	<b>STEAM TABLE PAN, STAINLESS STEEL</b> Winco SPJM-306 Packed 24 ea Steam Table Pan, 1/3 size, 6-7/8" x 12-3/4" x 6" deep, 24 gauge, anti-jamming, 18/8 stainless steel, NSF (Qty Break = 12 each)	\$7.41	\$88.92
			<b>Extended Total:</b>	<b>\$88.92</b>
39	12 ea	<b>PORTION CONTROL SPOON / LADLE</b> Vollrath 6432420 Packed 12 ea Spoodle®, 1-piece heavy duty, perforated round bowl, handle coded black, equipped with all-natural antimicrobial, 4 oz. (118ML), 18/8 304 stainless steel, ergonomic design high temperature textured nylon handle heat resistant to 450°F (232°C), built-in stopper notch, capacity stamped on shaft, 13-5/16" overall L, 3-1/4" bowl diameter, limited warr, NSF, imported, Jacob's Pride® Collection, Limited Lifetime Warranty	\$8.19	\$98.28
			<b>Extended Total:</b>	<b>\$98.28</b>
40	12 ea	<b>PORTION CONTROL SPOON / LADLE</b> Vollrath 6432220 Packed 12 ea Spoodle®, 1-piece heavy duty, perforated round bowl, handle coded black, equipped with all-natural antimicrobial, 2 oz. (59.1ML), 18/8 304 stainless steel, ergonomic design high temperature textured nylon handle heat resistant to 450°F (232°C), built-in stopper notch, capacity stamped on shaft, 12-11/16" overall L, 2-1/2" bowl diameter, limited warr, NSF, imported, Jacob's Pride® Collection, Limited Lifetime Warranty	\$7.95	\$95.40
			<b>Extended Total:</b>	<b>\$95.40</b>

Item	Qty	Description	Sell	Sell Total
41	2 st	<b>KNIFE SET</b>  Mercer Culinary M19100 Packed 3 st ZüM® Knife Glass Block Set, 6-piece, includes: (1) 6" wavy edge utility knife, (1) 8" wavy edge bread knife, (1) 8" chef's knife, (1) 6" boning knife, (1) 3-1/2" paring knife, forged, stainless steel & (1) tempered glass knife block with heavy base, high-carbon, no-stain, German steel blades, ergonomic POM handles, NSF	\$155.14	\$310.28
<b>Extended Total:</b>				<b>\$310.28</b>
42	2 ea	<b>CUT RESISTANT GLOVE</b>  Victorinox Swiss Army 7.9041.S NiroFlex2000 Glove, small, cut resistant, reversible, adjustable wrist band, stainless steel, USDA, CE, UL	\$96.46	\$192.92
<b>Extended Total:</b>				<b>\$192.92</b>
43	2 ea	<b>CUT RESISTANT GLOVE</b>  Victorinox Swiss Army 7.9041.M NiroFlex2000 Glove, medium, cut resistant, reversible, adjustable wrist band, stainless steel, USDA, CE, UL	\$96.46	\$192.92
<b>Extended Total:</b>				<b>\$192.92</b>
44	3 ea	<b>CUT RESISTANT GLOVE</b>  Victorinox Swiss Army 7.9041.L NiroFlex2000 Glove, large, cut resistant, reversible, adjustable wrist band, stainless steel, USDA, CE, UL	\$96.46	\$289.38
<b>Extended Total:</b>				<b>\$289.38</b>
45	3 ea	<b>CUT RESISTANT GLOVE</b>  Victorinox Swiss Army 7.9041.XL NiroFlex2000 Glove, x-large, cut resistant, reversible, adjustable wrist band, stainless steel, USDA, CE, UL	\$96.46	\$289.38
<b>Extended Total:</b>				<b>\$289.38</b>
46	6 ea	<b>PIE / CAKE MARKER</b> Custom 4078412 9" Stainless Steel 12 Cut Pie and Cake Marker / Cutter	\$3.95	\$23.70
<b>Extended Total:</b>				<b>\$23.70</b>
47	3 cs	<b>HAIR NET</b>  Impact Products MB-24-1000/W Packed 1 cs Bouffant Cap, 24", nonwoven, polypropylene, white (1,000 each per case)	\$87.00	\$261.00
<b>Extended Total:</b>				<b>\$261.00</b>



Item	Qty	Description	Sell	Sell Total
48	3 ea	<b>DISH CART / DOLLY</b> Metro PCD11A Poker Chip Dish Dolly, 26-5/8"W x 26-5/8"D x 31-15/16"H, adjustable, dish size 4-1/4" to 11-3/4", removable dividers & towers, two-handed access, recessed handles, 5"Dia. swivel casters with neoprene wheels (2 with brakes), chip-resistant polymer shell with Microban® antimicrobial protection, aesthetic blue, vinyl dust/water splash cover, NSF	\$754.97	\$2,264.91
			<b>Extended Total:</b>	<b>\$2,264.91</b>
49	3 ea	<b>DISH DOLLY COVER</b> Metro PCDV11A Poker Chip Dish Dolly Cover, PCD11A	\$48.40	\$145.20
			<b>Extended Total:</b>	<b>\$145.20</b>
50	1 ea	<b>SANITIZING WIPES</b> Custom 50035084 WipesPlus Probe Wipe Sachet, Thermometer Sanitizing Wipes - 10/Case	\$37.16	\$37.16
			<b>Extended Total:</b>	<b>\$37.16</b>
51	12 dz	<b>DINNER FORK</b> Winco 0031-05 Packed 25 dz Dinner Fork, 7-13/16", 18/8 stainless steel, extra heavy weight, mirror finish, Peacock (Qty Break = 25 dozen)	\$10.60	\$127.20
	12 dz	0031-06 Salad Fork, 6-3/4", 18/8 stainless steel, extra heavy weight, mirror finish, Peacock (Qty Break = 25 dozen)	\$8.73	\$104.76
	12 dz	0031-01 Teaspoon, 6-1/8", 18/8 stainless steel, extra heavy weight, mirror finish, Peacock (Qty Break = 25 dozen)	\$7.43	\$89.16
	12 dz	0031-04 Bouillon Spoon, 6", 18/8 stainless steel, extra heavy weight, mirror finish, Peacock (Qty Break = 25 dozen)	\$8.05	\$96.60
	12 dz	0031-08 Dinner Knife, 8-7/8", 18/8 stainless steel, solid handle, extra heavy weight, mirror finish, Peacock (Qty Break = 15 dozen)	\$11.96	\$143.52
			<b>Extended Total:</b>	<b>\$561.24</b>
52	20 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-127-CR Packed 2 dz Diamond Harvest™ Bowl, 12 oz. (15-1/2 oz. rim full), 7-1/4" dia. x 1-3/4"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, cranberry, NSF	\$67.44	\$1,348.80
			<b>Extended Total:</b>	<b>\$1,348.80</b>
53	20 dz	<b>PLATE</b> G.E.T. Enterprises NP-9-CR Packed 2 dz Diamond Harvest™ Plate, 9" dia., round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, cranberry, NSF	\$76.08	\$1,521.60
			<b>Extended Total:</b>	<b>\$1,521.60</b>

Item	Qty	Description	Sell	Sell Total
54	20 dz	<b>PLATE</b> G.E.T. Enterprises WP-5-CR Packed 4 dz Diamond Harvest™ Plate, 5-1/2" dia., round, wide rim, break-resistant, dishwasher safe, BPA free, melamine, cranberry, NSF	\$44.76	\$895.20
			<b>Extended Total:</b>	<b>\$895.20</b>
55	20 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-86-CR Packed 4 dz Diamond Harvest™ Bowl, 8 oz. (8 oz. rim full), 6" dia. x 1-1/2"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, cranberry, NSF	\$50.16	\$1,003.20
			<b>Extended Total:</b>	<b>\$1,003.20</b>
56	24 dz	<b>MUG, PLASTIC</b> G.E.T. Enterprises TM-1308-CR Packed 2 dz Mug, 8 oz. (10 oz. rim full), 3-1/4" dia. x 3-3/4"H, stacking, shatter-resistant, dishwasher safe, BPA free, TRITAN, cranberry, NSF	\$56.40	\$1,353.60
			<b>Extended Total:</b>	<b>\$1,353.60</b>
57	12 dz	<b>PLASTIC BOWL</b> G.E.T. Enterprises B-127-FG Packed 2 dz Diamond Mardi Gras™ Bowl, 12 oz. (15-1/2 oz. rim full), 7-1/4" dia. x 1-3/4"H, round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, rainforest green, NSF	\$67.51	\$810.12
			<b>Extended Total:</b>	<b>\$810.12</b>
58	12 dz	<b>PLATE</b> G.E.T. Enterprises NP-9-FG Packed 2 dz Diamond Mardi Gras™ Plate, 9" dia., round, narrow rim, break-resistant, dishwasher safe, BPA free, melamine, rainforest green, NSF	\$76.08	\$912.96
			<b>Extended Total:</b>	<b>\$912.96</b>
59	16 dz	<b>PLATE</b> G.E.T. Enterprises WP-5-FG Packed 4 dz Diamond Mardi Gras™ Plate, 5-1/2" dia., round, wide rim, break-resistant, dishwasher safe, BPA free, melamine, rainforest green, NSF	\$44.76	\$716.16
			<b>Extended Total:</b>	<b>\$716.16</b>
60	6 ea	<b>WIPES</b> Custom 50033808 WipesPlus 7" x 9" 100 Count No-Rinse Food Contact Sanitizing Wipes	\$6.17	\$37.02
			<b>Extended Total:</b>	<b>\$37.02</b>

Item	Qty	Description	Sell	Sell Total
61	1 ea	<b>MEAL TRAY DELIVERY CART</b> Cambro MDC1418S20191 Meal Delivery Cart, 48-1/2"L x 32-1/2"W x 44"H, low profile, single stack rail system, double compartment with self-draining bottom, holds (20) 14" x 18" (35.6 x 45.7 cm ) trays, 5-1/2" (14 cm) clearance between rails, nylon friction latches, non-insulated self venting doors, molded handles on both ends, (4) 5" (12.7 cm) non-marking slightly off-set casters (2 swivel with brakes & 2 rigid), thick foam polyurethane insulation, molded bottom bumpers, polyethylene, granite gray, NSF (no assembly required)	\$1,929.92	\$1,929.92
			<b>Extended Total:</b>	<b>\$1,929.92</b>
62	3 ea	<b>MEAL TRAY DELIVERY CART</b> Cambro MDC1418T30191 Meal Delivery Cart, tall profile, (3) doors, 3-compartments, holds (30) 14" x 18" trays, 60"W x 29-1/4"D x 63-5/8"H, heavy duty nylon handles, 1 per end, 6" stainless steel casters (2 rigid, 2 swivel with brake, offset), granite gray with cream color door, NSF	\$3,119.70	\$9,359.10
			<b>Extended Total:</b>	<b>\$9,359.10</b>
63	3 ea	<b>DISH CART / DOLLY</b> Metro SSD16 Polymer Dish & Tray Cart, side-load, 38-15/16" x 31-7/8" x 20", holds up to (60) dishes or (80) trays per column, recessed handles, vinyl dust/splash cover, 5" neoprene swivel casters (2 with brakes) polymer construction, Microban® antimicrobial product protection, NSF	\$570.41	\$1,711.23
			<b>Extended Total:</b>	<b>\$1,711.23</b>
64	3 ea	<b>DISH DOLLY DIVIDER ASSEMBLY</b> Metro A110 Poker Chip Divider Assembly (1) rod & (2) dividers, for dish & tray carts	\$78.71	\$236.13
			<b>Extended Total:</b>	<b>\$236.13</b>
65	20 ea	<b>ADAPTER BAR</b> Winco ADB-12    Packed 144 ea Adapter Bar, 12"L x 1"W, stainless steel (Qty Break = 12 each)	\$1.00	\$20.00
			<b>Extended Total:</b>	<b>\$20.00</b>
66	6 ea	<b>ADAPTER PLATE</b> Vollrath 8244114 Miramar™ Stainless Steel Template, accommodates (2) 40005 decorative pans, for hot or cold applications, dishwasher safe, underside integral corner design for extra strength & securing template in well, fits all standard 12" x 20" hot/cold wells, warmers & chafers, NSF, Made in USA (contact Vollrath for lead time)	\$110.26	\$661.56
			<b>Extended Total:</b>	<b>\$661.56</b>

Item	Qty	Description	Sell	Sell Total
67	6 ea	<b>ADAPTER PLATE</b> Vollrath 8244214 Miramar™ Stainless Steel Template, accommodates (3) 40004 decorative pans, for hot or cold applications, dishwasher safe, underside integral corner design for extra strength & securing template in well, fits all standard 12" x 20" hot/cold wells, warmers & chafers, NSF, Made in USA (contact Vollrath for lead time)	\$110.26	\$661.56
<b>Extended Total:</b>				<b>\$661.56</b>
68	3 ea	<b>ADAPTER PLATE</b> Vollrath 8244314 Miramar™ Stainless Steel Template, accommodates (6) 40003 decorative pans, for hot or cold applications, dishwasher safe, underside integral corner design for extra strength & securing template in well, fits all standard 12" x 20" hot/cold wells, warmers & chafers, NSF, Made in USA (contact Vollrath for lead time)	\$110.26	\$330.78
<b>Extended Total:</b>				<b>\$330.78</b>
69	14 ea	<b>STEAM TABLE PAN COVER, STAINLESS STEEL</b> Winco C-HDC Packed 12 ea Steam Table Pan Cover, domed, hinged, with handle, stainless steel (Qty Break = 12 each)	\$14.06	\$196.84
<b>Extended Total:</b>				<b>\$196.84</b>
70	1 ea	<b>MEAL TRAY DELIVERY CART</b> Alluserv TC21-20 Elite Tray Delivery Cart, (2) pull-type doors with magnetic & transport latches, (20) 14 x 18 or 15 x 20 tray capacity, (1) tray per slide, recessed U-shaped vertical push bars at both ends, 270° door swing, full perimeter bumper, stainless steel construction, 6" soft-tread casters (2 with brakes), NSF 1 ea (2) year parts, (1) year labor warranty, standard 1 ea Accommodates 14" x 18" trays	\$4,528.25	\$4,528.25
<b>Extended Total:</b>				<b>\$4,528.25</b>
71	5 ea	<b>MEAL TRAY DELIVERY CART</b> Alluserv TC31-30 Elite Tray Delivery Cart, (3) pull-type doors with magnetic & transport latches, (30) 14 x 18 or 15 x 20 tray capacity, (1) tray per slide, recessed U-shaped vertical push bars at both ends, 270° door swing, full perimeter bumper, stainless steel construction, 6" soft-tread casters (2 with brakes), NSF 5 ea (2) year parts, (1) year labor warranty, standard 5 ea Accommodates 14" x 18" trays	\$5,642.36	\$28,211.80
<b>Extended Total:</b>				<b>\$28,211.80</b>
72	1 ea	<b>WRAP</b> Custom 182P1212 Berry AEP 1504297 12" x 12" Perforated Film - 1600/Roll	\$17.69	\$17.69
<b>Extended Total:</b>				<b>\$17.69</b>

Item	Qty	Description	Sell	Sell Total
73	1 ea	<b>WORK TABLE, STAINLESS STEEL TOP</b>	\$208.23	\$208.23
		Turbo Air TSW-2472S		
		Work Table, 72"W x 24"D, 18/304 stainless steel flat top with turned down edges, adjustable galvanized undershelf, galvanized legs, adjustable ABS bullet feet, NSF		
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	RCP1127 5" Casters, for TSW & TSE	\$66.00	\$66.00
<b>Extended Total:</b>				<b>\$274.23</b>
74	2 ea	<b>MOBILE PLATE AND DISH DISPENSER</b>	\$1,755.10	\$3,510.20
		Lakeside Manufacturing 6110		
		Dish Dispenser, heated, cabinet style, enclosed base, mobile, (1) self-leveling dish dispensing tubes, 9-1/4" to 10-1/8" diameter dish size, stainless steel construction, 4" Lake-Glide® swivel casters (2) with brakes, 6' coiled cord with NEMA 5-15P, NSF, UL, Made in USA		
	2 ea	120v/60/1-ph, 450 watts, 3.75 amps, standard		
<b>Extended Total:</b>				<b>\$3,510.20</b>
Merchandise				\$85,888.71
Freight				\$395.00
<b>Total</b>				<b>\$86,283.71</b>

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$86,283.71



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

State of West Virginia  
Request for Quotation  
13 - Equipment

Proc Folder: 769278

Doc Description: Meal Service Equipment and Supplies

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-17	2020-09-09 13:30:00	CRFQ 0613 VNF2100000002	1

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Chfs Depot  
67 RD 59  
Spring Valley NY 10977

#### FOR INFORMATION CONTACT THE BUYER

Tara Lyle

(304) 558-2544

tara.l.lyle@wv.gov

Signature X

FEIN # 201125347

DATE 7/8/20

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WV VNF) located at 1 Freedom Way, Clarksburg, WV 26301 for a one-time purchase of meal service equipment and supplies, per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Kitchen equipment and supplies	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
48100000			

**Extended Description :**

Kitchen equipment and supplies for bulk meal service.

See attached pricing pages - Exhibit A

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2020-08-24

VNF2100000002	<b>Document Phase</b> Draft	<b>Document Description</b> Meal Service Equipment and Supplies	<b>Page 3</b> of 3
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### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 24, 2020 by 4:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Tara.L.Lyle@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 9, 2020 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or



minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.



**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

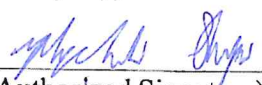
**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

Gitzi Shaps Sales Executive  
(Name, Title)  
Gitzi Shaps Sales Executive  
(Printed Name and Title)  
67 RT 59 Spring Valley NY 10977  
(Address)  
845 414 2402 845 352 2700  
(Phone Number) / (Fax Number)  
gitzi15@culinarydept.biz  
(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.

Chefs Depot  
(Company)  
 Gitzi Shaps Sales Executive  
(Authorized Signature) (Representative Name, Title)  
Gitzi Shaps Sales Executive  
(Printed Name and Title of Authorized Representative)  
7/8/20  
(Date)  
845 414 2402 845 352 2700  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Veterans Nursing Facility (WVNVF) is soliciting bids to establish a one-time purchase of meal service equipment and supplies.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the Agency with goods or services.
  - 2.4 **“NSF International”** Formerly the National Sanitation Foundation, founded in 1944, their mission is to protect and improve global human health. Manufacturers, regulators and consumers look to NSF International to develop public health standards and certifications that help protect food, water, consumer products, and the environment. As an independent, accredited organization, NSF tests, audits, and certifies products and systems as well as provide education and risk management.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Vendor must accept payment after delivery. No payment before delivery will be made. Additional payment requirements are listed in the attached Terms and Conditions.
    - 3.1.2 All applicable items must meet the standard imposed by NSF International, which focuses on public safety, health, and the environment.
    - 3.1.3 Qty 3, Intersign MB-3020 or equal Menu Board
      - 3.1.3.1 Four (4) pockets to hold standard letter size sheets
      - 3.1.3.2 Minimum 30” H x 20” W
      - 3.1.3.3 Maximum 36” H x 24” W



REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.4 Qty 2 Bi-silque Visual Communication Model FLX06203MV or equal Oak Display Tripod Easel
  - 3.1.4.1 Minimum 55" Tall; maximum 65" tall
  - 3.1.4.2 Supports at least 15 pounds of display materials
  - 3.1.4.3 Support tray minimum 20", maximum 25"
- 3.1.5 Qty 16 Thunder Group Inc. Model SLDS008 or equal #8 Thumb Press Disher
  - 3.1.5.1 Gray
  - 3.1.5.2 4-ounce
- 3.1.6 Qty 16 Thunder Group Inc Model SLDS006 or equal #6 Thumb Press Disher
  - 3.1.6.1 White
  - 3.1.6.2 5.33-ounce
- 3.1.7 Qty 16 Thunder Group Inc Model SLDS016 or equal #16 Thumb Press Disher
  - 3.1.7.1 Blue
  - 3.1.7.2 2-ounce
- 3.1.8 Qty 16 Thunder Group Inc. Model SLDS030 or equal #30 Thumb Press Disher
  - 3.1.8.1 Black
  - 3.1.8.2 1-ounce
- 3.1.9 Qty 9 Mercer Culinar M18740 Millennia Model M18740 or equal Heavy-Duty Turner
  - 3.1.9.1 Beveled edge
  - 3.1.9.2 Sanitary sealed, slip-resistant molded polypropylene handle
  - 3.1.9.3 High-carbon no-stain steel stamp blade
  - 3.1.9.4 Blade minimum 4.5" x 2.75"; maximum 6" x 3.75"
  - 3.1.9.5 Overall length minimum 11"; maximum 12"
- 3.1.10 Qty 9 Thunder Group Inc. Model SLTWPS003 or equal Square Pizza Server/Turner with Wood Handle
  - 3.1.10.1 Rust-resistant stainless steel
  - 3.1.10.2 Beveled edge blade
  - 3.1.10.3 Blade minimum 4.5" x 2.75"; maximum 6" x 3.75"
  - 3.1.10.4 Overall length minimum 10"; maximum 11"

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2- Meal Service Equipment and Supplies**

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- 3.1.11** Qty 9 Slotted Fish/Egg Turner/Spatula
  - 3.1.11.1 Flexible slotted blade
  - 3.1.11.2 Stainless-steel blade
  - 3.1.11.3 White polypropylene handle
  - 3.1.11.4 Blade minimum 6.5" L x 3" W; maximum 7" L x 3.5" W
  
- 3.1.12** Qty 96 G.E.T. Enterprises Diamond Mardi Gras B-86FG or equal Melamine Bowl
  - 3.1.12.1 8-ounce
  - 3.1.12.2 Rain Forest Green
  - 3.1.12.3 Break-resistant glazed melamine
  - 3.1.12.4 Top diameter minimum 5.75", maximum 6.5"
  - 3.1.12.5 Height minimum 1 1/4", maximum 1 3/4"
  - 3.1.12.6 Dishwasher safe
  - 3.1.12.7 BPA free
  
- 3.1.13** Qty 120 G.E.T. Enterprises Mardi Gras Tritan TM-1308-FG or equal Stacking Mug
  - 3.1.13.1 8-ounce
  - 3.1.13.2 Rainforest Green
  - 3.1.13.3 Break-resistant glazed melamine
  - 3.1.13.4 Top diameter minimum 3", maximum 3 1/2"
  - 3.1.13.5 Height minimum 3 1/4", maximum 4"
  - 3.1.13.6 Dishwasher safe
  - 3.1.13.7 BPA free
  
- 3.1.14** Qty 264 Cambro MDL9457 Shoreline Collection or equal Thermal Pellet Underliner
  - 3.1.14.1 Wheat color
  - 3.1.14.2 Top diameter minimum 9 1/4", maximum 10"
  - 3.1.14.3 Height minimum 1 1/4", maximum 2"
  
- 3.1.15** Qty 264 Cambro MDSD9457 Shoreline Collection or equal Insulated Plastic Dome Plate Cover
  - 3.1.15.1 Wheat color
  - 3.1.15.2 Top diameter minimum 9 1/2", maximum 10 1/2"
  - 3.1.15.3 Height minimum 2 1/4", maximum 3"
  
- 3.1.16** Qty 6 MDSP000 or equal Thermal Pellet Lifter
  - 3.1.16.1 Suction cup design to lift hot pellets
  - 3.1.16.2 Push button functionality
  - 3.1.16.3 Rubber handle

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.17** Qty 120 G.E.T. Enterprises Diamond Mardi Gras NP-9-PB or equal  
Melamine Plates
- 3.1.17.1 Round
  - 3.1.17.2 Minimum 8 ¾", maximum 9 ½" diameter
  - 3.1.17.3 Peacock Blue
  - 3.1.17.4 Break resistant melamine
  - 3.1.17.5 Glossy shine
  - 3.1.17.6 Narrow rim
  - 3.1.17.7 Dishwasher safe
  - 3.1.17.8 BPA free
- 3.1.18** Qty 240 G.E.T. Enterprises Diamond Mardi Gras WP-5-PB or equal  
Melamine Plates
- 3.1.18.1 Round
  - 3.1.18.2 Minimum 5", maximum 6" diameter
  - 3.1.18.3 Peacock Blue
  - 3.1.18.4 Break resistant melamine
  - 3.1.18.5 Glossy shine
  - 3.1.18.6 Wide rim
  - 3.1.18.7 Dishwasher safe
  - 3.1.18.8 BPA free
- 3.1.19** Qty 240 G.E.T. Enterprises Diamond Mardi Gras B-127-PB or equal  
Melamine Bowls
- 3.1.19.1 12-ounce
  - 3.1.19.2 Peacock Blue
  - 3.1.19.3 Top diameter
  - 3.1.19.4 Round
  - 3.1.19.5 Top diameter minimum 6.75", maximum 7.75"
  - 3.1.19.6 Height minimum 1 ¼", maximum 1 ¾"
  - 3.1.19.7 Break resistant melamine
  - 3.1.19.8 Glossy shine
  - 3.1.19.9 Wide rim
  - 3.1.19.10 Dishwasher safe
  - 3.1.19.11 BPA free



REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.20** Qty 240 G.E.T. Enterprises Diamond Mardi Gras B-86-PB or equal  
Melamine Bowls
- 3.1.20.1 8-ounce
  - 3.1.20.2 Peacock Blue
  - 3.1.20.3 Top diameter minimum 5.75", maximum 6.5"
  - 3.1.20.4 Height minimum 1 1/4", maximum 1 3/4"
  - 3.1.20.5 Round
  - 3.1.20.6 Break resistant melamine
  - 3.1.20.7 Glossy shine
  - 3.1.20.8 Wide rim
  - 3.1.20.9 Dishwasher safe
  - 3.1.20.10 BPA free
- 3.1.21** Qty 144 G.E.T. Enterprises Diamond Mardi Gras B-86-PB or equal  
Stacking Mug
- 3.1.21.1 8-ounce
  - 3.1.21.2 Peacock Blue
  - 3.1.21.3 Break resistant
  - 3.1.21.4 Glossy shine
  - 3.1.21.5 Top diameter minimum 3", maximum 3 1/2"
  - 3.1.21.6 Height minimum 3 1/4", maximum 4"
  - 3.1.21.7 Dishwasher safe
  - 3.1.21.8 BPA free
- 3.1.22** Qty 1 Lakeside 6210 or equal, Heated Dish Dispenser/Warmer for plates –  
Two Stack
- 3.1.22.1 Stainless Steel
  - 3.1.22.2 Mobile
  - 3.1.22.3 120V, 900W, 7.5-amp electric connection requirements
  - 3.1.22.4 Holds plates minimum 9" to maximum 10 1/2"
  - 3.1.22.5 Heated stacks have minimum 25", maximum 30" height capacity
  - 3.1.22.6 All welded stainless-steel construction
  - 3.1.22.7 Minimum 4" maximum 6" all swivel casters with minimum two brakes
  - 3.1.22.8 Fully enclosed for optimum sanitation
  - 3.1.22.9 Each dispenser (stack) has its own thermostatic control
  - 3.1.22.10 Rubber corner bumpers

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.23** Qty 24 Carlisle 4300042 or equal 3-Compartment Melamine Plate
  - 3.1.23.1 Round
  - 3.1.23.2 Minimum 10", maximum 11" diameter
  - 3.1.23.3 Ivory Bone color
  - 3.1.23.4 Look and feel of China
  - 3.1.23.5 Mirror-like glaze
  - 3.1.23.6 Safe for temperature up to 212 degrees Fahrenheit.
  
- 3.1.24** Qty 12 Ladle
  - 3.1.24.1 One-piece stainless-steel
  - 3.1.24.2 8-ounce
  - 3.1.24.3 Hooked handle
  - 3.1.24.4 Length minimum 14", maximum 16" long
  
- 3.1.25** Qty 12 Ladle
  - 3.1.25.1 One-piece stainless-steel
  - 3.1.25.2 12-ounce
  - 3.1.25.3 Hooked handle
  - 3.1.25.4 Length minimum 14", maximum 16" long
  
- 3.1.26** Qty 12 Ladle
  - 3.1.26.1 One-piece stainless-steel
  - 3.1.26.2 6-ounce
  - 3.1.26.3 Hooked handle
  - 3.1.26.4 Length minimum 14", maximum 16" long
  
- 3.1.27** Qty 12 Ladle
  - 3.1.27.1 One-piece stainless-steel
  - 3.1.27.2 4-ounce
  - 3.1.27.3 Hooked handle
  - 3.1.27.4 Length minimum 14", maximum 16" long
  
- 3.1.28** Qty 12 Ladle
  - 3.1.28.1 One-piece stainless-steel
  - 3.1.28.2 2-ounce
  - 3.1.28.3 Hooked handle
  - 3.1.28.4 Length minimum 12", maximum 13" long
  
- 3.1.29** Qty 18 Choice Chafer 407HALFDR4KT or equal Steam Table Pan with Footed Cooling Rack/Pan Grate
  - 3.1.29.1 24-gauge stainless steel
  - 3.1.29.2 Half Size
  - 3.1.29.3 4" Deep
  - 3.1.29.4 Anti-jam corners
  - 3.1.29.5 Chrome-plated cooling rack/pan grate

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.30** Qty 240 Cambro 1520CL161 or equal Food Tray
  - 3.1.30.1 Rectangle
  - 3.1.30.2 Minimum 14 ¾" x 19 ¾", Maximum 15 1/4" x 20 1/2"
  - 3.1.30.3 Tan in color
  - 3.1.30.4 Rounded corners
  - 3.1.30.5 Fiberglass with reinforced edges
  - 3.1.30.6 8 stacking separator lugs
  
- 3.1.31** Qty 3 Cambro UPC1600SP402 Ultra Camcarts or equal Insulated Food Pan Carrier
  - 3.1.31.1 Red brick in color
  - 3.1.31.2 Must hold a minimum of twenty-four 2 ½" deep full-size pans or eight 8" deep full-size pans
  - 3.1.31.3 Must maintain temperature for up to 4 hours
  - 3.1.31.4 Doors must open 270-degrees to lay flat against the cabinet.
  - 3.1.31.5 Minimum four heavy duty casters
  - 3.1.31.6 Molded-in ergonomic handles
  - 3.1.31.7 Security package with tamper-resistant fasteners, non-removable doors, and lockable hasp on door.
  
- 3.1.32** Qty 36 Choice Chafer 167 KITCHTWEL or equal Dish Towel
  - 3.1.32.1 Minimum 14" x 25", maximum 17" x 28"
  - 3.1.32.2 Blue Striped
  - 3.1.32.3 24-ounce
  - 3.1.32.4 100% Cotton Herringbone
  
- 3.1.33** Qty 9 Noble Products 274RKOPFLTWR or equal Flatware Rack
  - 3.1.33.1 Open sides
  - 3.1.33.2 Full-size combination/flatware
  - 3.1.33.3 Minimum 19" L x 19" W x 3 ½" H
  - 3.1.33.4 Maximum 20 ½" L x 20 ½" W x 4 ½" H
  - 3.1.33.5 Constructed of Polypropylene
  - 3.1.33.6 Molded-in handles on both ends for carrying
  
- 3.1.34** Qty 6 Cutlery Box
  - 3.1.34.1 4-compartment
  - 3.1.34.2 Black
  - 3.1.34.3 High-gloss finish
  - 3.1.34.4 Polypropylene
  - 3.1.34.5 Minimum 20" L x 13" W x 3 ½" H
  - 3.1.34.6 Maximum 22" L x 14" W x 4 ½" H
  - 3.1.34.7 Rectangle shape
  - 3.1.34.8 Handle on each end for carrying

REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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**3.1.35** Qty 9 Choice 4070049 or equal Steam Table Pans

- 3.1.35.1 Full-size
- 3.1.35.2 4" Deep
- 3.1.35.3 Anti-jam corners
- 3.1.35.4 24-guage stainless steel
- 3.1.35.5 Freezer safe
- 3.1.35.6 Dishwasher safe
- 3.1.35.7 Oven safe

**3.1.36** Qty 18 Choice 4070269 or equal Steam Table Pan

- 3.1.36.1 Half-size
- 3.1.36.2 6" Deep
- 3.1.36.3 Anti-jam corners
- 3.1.36.4 24-guage stainless steel
- 3.1.36.5 Freezer safe
- 3.1.36.6 Dishwasher safe
- 3.1.36.7 Oven safe

**3.1.37** Qty 9 Choice 4070069 Steam Table Pans

- 3.1.37.1 Full-size
- 3.1.37.2 6" Deep
- 3.1.37.3 Anti-jam corners
- 3.1.37.4 24-guage stainless steel
- 3.1.37.5 Freezer safe
- 3.1.37.6 Dishwasher safe
- 3.1.37.7 Oven safe

**3.1.38** Qty 12 Choice 4070669 or equal Steam Table Pans

- 3.1.38.1 One-Sixth size 7" L x 6"
- 3.1.38.2 6" Deep
- 3.1.38.3 anti-jam corners
- 3.1.38.4 24-guage stainless steel
- 3.1.38.5 freezer safe
- 3.1.38.6 dishwasher safe
- 3.1.38.7 oven safe

**3.1.39** Qty 12 Choice 4070369 or equal Steam Table Pans

- 3.1.39.1 One-Third size, 12 ¾" L x 7" W
- 3.1.39.2 6" Deep
- 3.1.39.3 Anti-jam corners
- 3.1.39.4 24-guage stainless steel
- 3.1.39.5 Freezer safe
- 3.1.39.6 Dishwasher safe
- 3.1.39.7 Oven safe

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.40** Qty 12 Vollrath Jacob's Pride 6432420 or equal Perforated Round Spoodle Portion Spoon
- 3.1.40.1 4-ounce portion size
  - 3.1.40.2 Round bowl
  - 3.1.40.3 Notched black textured ergonomic antimicrobial handle
  - 3.1.40.4 Stainless steel bowl and shaft
  - 3.1.40.5 Heat resistant up to 450 degrees Fahrenheit
  - 3.1.40.6 Bowl diameter minimum 3", maximum 3 ½"
  - 3.1.40.7 Length minimum 13" L, maximum 14" L
- 3.1.41** Qty 12 Vollrath Jacob's Pride 6432220 or equal Perforated Round Spoodle Portion Spoon
- 3.1.41.1 2-ounce portion size
  - 3.1.41.2 Notched black textured ergonomic antimicrobial handle
  - 3.1.41.3 Stainless steel bowl and shaft
  - 3.1.41.4 Shaft, heat resistant up to 450 degrees Fahrenheit
  - 3.1.41.5 Bowl diameter minimum 2", maximum 3"
  - 3.1.41.6 Length minimum 12 ½" L, maximum 13 ¼" L
- 3.1.42** Qty 2 Mercer Culinary Zum M19100 or equal Professional 6-piece Knife Set
- 3.1.42.1 6-piece set with 5 knives and 1 knife block
  - 3.1.42.2 Knives must be 5 different types:
    - 3.1.42.2.1 Wavy-edge utility knife
      - 3.1.42.2.1.1 Minimum 4.75", maximum 5.5"
    - 3.1.42.2.2 Wavy-edge bread knife
      - 3.1.42.2.2.1 Minimum 7.5", maximum 8.5"
    - 3.1.42.2.3 Chef knife
      - 3.1.42.2.3.1 Minimum 7.5", maximum 8.5"
    - 3.1.42.2.4 Boning knife
      - 3.1.42.2.4.1 Minimum 5.5", maximum 6.5"
    - 3.1.42.2.5 Paring knife
      - 3.1.42.2.5.1 Minimum 3", maximum 4"
  - 3.1.42.3 Block is made of stainless steel and tempered glass, allows blades to be clearly seen.
  - 3.1.42.4 Knives must be one-piece forged high-carbon, no-stain German stainless steel with taper ground edges.
  - 3.1.42.5 Handles must be ergonomically shaped and constructed of Delrin or equal acetal copolymer.

REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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- 3.1.43** Qty 2 Victorinox 81702 Niroflex2000 GU2500 or equal Cut Resistant Stainless-Steel Mesh Gloves
- 3.1.43.1 Size Small
  - 3.1.43.2 100% stainless steel welded rings
  - 3.1.43.3 Reversible for right- or left-hand use
  - 3.1.43.4 Minimum 12000 reinforced links
  - 3.1.43.5 Adjustable wrist fastener to secure glove
- 3.1.44** Qty 2 Victorinox 81703 Niroflex2000 GU2500 or equal Cut Resistant Stainless-Steel Mesh Gloves
- 3.1.44.1 Size Medium
  - 3.1.44.2 100% stainless steel welded rings
  - 3.1.44.3 Reversible for right- or left-hand use
  - 3.1.44.4 Minimum 12000 reinforced links
  - 3.1.44.5 Adjustable wrist fastener to secure glove
- 3.1.45** Qty 3 Victorinox 81704 Niroflex2000 GU2500 or equal Cut Resistant Stainless-Steel Mesh Gloves
- 3.1.45.1 Size Large
  - 3.1.45.2 100% stainless steel welded rings
  - 3.1.45.3 Reversible for right- or left-hand use
  - 3.1.45.4 Minimum 12000 reinforced links
  - 3.1.45.5 Adjustable wrist fastener to secure glove
- 3.1.46** Qty 3 Victorinox 81705 Niroflex2000 GU2500 or equal Cut Resistant Stainless-Steel Mesh Glove
- 3.1.46.1 Size Extra Large
  - 3.1.46.2 100% stainless steel welded rings
  - 3.1.46.3 Reversible for right- or left-hand use
  - 3.1.46.4 Minimum 12000 reinforced links
  - 3.1.46.5 Adjustable wrist fastener to secure glove
- 3.1.47** Qty 6 Pie Marker/Cutter
- 3.1.47.1 12-Cut
  - 3.1.47.2 Stainless-steel
  - 3.1.47.3 Removable knob for easy cleaning
  - 3.1.47.4 Round, minimum 8 ¾", maximum 9 ½"
  - 3.1.47.5 12 arms with 9 teeth each

REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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- 3.1.48** Qty 3000 Bouffant cap Hair Net
  - 3.1.48.1 24" white
  - 3.1.48.2 Disposable
  - 3.1.48.3 Breathable
  - 3.1.48.4 Lint-free
  - 3.1.48.5 Anti-static
  - 3.1.48.6 Flame-resistant
  - 3.1.48.7 Polypropylene
  
- 3.1.49** Qty 3 Metro PCD11A or equal Dish Dolly
  - 3.1.49.1 "Poker Chip" style
  - 3.1.49.2 Minimum 5" swivel casters with minimum 2 brakes
  - 3.1.49.3 Minimum 26" L x 26" W x 31"H
  - 3.1.49.4 Maximum 28" L x 28" W x 33" H
  - 3.1.49.5 Made of seamless high-density polymer
  - 3.1.49.6 Four hand grips
  - 3.1.49.7 Adjustable and removable dividers and tower to accommodate different size dishes
  - 3.1.49.8 Microban Antimicrobial Product Protection
  
- 3.1.50** Qty 3 Metro PCDV11A or equal Dish Dolly Vinyl Cover
  - 3.1.50.1 Minimum 6-mil thickness
  - 3.1.50.2 Must be translucent to see through
  - 3.1.50.3 Must be constructed of vinyl
  
- 3.1.51** Qty 1 case Metro PCDV11A Wipes Plus 50035084 or equal Thermometer Sanitizing Wipes
  - 3.1.51.1 Each wipe must be individually packaged
  - 3.1.51.2 Non-corrosive
  - 3.1.51.3 Safe for food use
  
- 3.1.52** Qty 12 sets Acopa Monaca 267708KIT or equal Flatware Set with service for 12
  - 3.1.52.1 8/8 Stainless Steel extra heavy weight
  - 3.1.52.2 Each set includes dinner fork, salad fork, Teaspoon, bouillon spoon and dinner knife
  - 3.1.52.3 Length minimum 5.75", maximum 9"
  - 3.1.52.4 Knife tip must be rounded
  - 3.1.52.5 Singular ribbed handle
  - 3.1.52.6 Engraved fan pattern
  - 3.1.52.7 Mirror polished finish



REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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**3.1.53** Qty 240 G.E.T. Enterprises Diamond Mardi Gras B-127-CR or equal  
Melamine Bowls

- 3.1.53.1 12-ounce
- 3.1.53.2 Cranberry Red
- 3.1.53.3 Top diameter minimum 6  $\frac{3}{4}$ ", max. 7.5"
- 3.1.53.4 Height minimum 1  $\frac{1}{2}$ ", maximum 2.5"
- 3.1.53.5 Round
- 3.1.53.6 Break resistant melamine
- 3.1.53.7 Glossy shine
- 3.1.53.8 Wide rim
- 3.1.53.9 Dishwasher safe
- 3.1.53.10 BPA free

**3.1.54** Qty 240 G.E.T. Enterprises Diamond Mardi Gras NP-9-CR or equal  
Melamine Plates

- 3.1.54.1 Round
- 3.1.54.2 Minimum 8  $\frac{3}{4}$ ", maximum 9  $\frac{1}{2}$ " diameter
- 3.1.54.3 Cranberry Red
- 3.1.54.4 Break resistant melamine
- 3.1.54.5 Glossy shine
- 3.1.54.6 Narrow rim
- 3.1.54.7 Dishwasher safe
- 3.1.54.8 BPA free

**3.1.55** Qty 240 G.E.T. Enterprises Diamond Mardi Gras WP-5-CR or equal  
Melamine Plates

- 3.1.55.1 Round
- 3.1.55.2 Minimum 5", maximum 6" diameter
- 3.1.55.3 Cranberry Red
- 3.1.55.4 Break resistant melamine
- 3.1.55.5 Glossy shine
- 3.1.55.6 Wide rim
- 3.1.55.7 Dishwasher safe
- 3.1.55.8 BPA free

**3.1.56** Qty 240 G.E.T. Enterprises Diamond Mardi Gras B-86-CR or equal  
Melamine Bowl

- 3.1.56.1 8-ounce
- 3.1.56.2 Cranberry Red
- 3.1.56.3 Break-resistant glazed melamine
- 3.1.56.4 Top diameter minimum 5.75", maximum 6.5"
- 3.1.56.5 Height minimum 1  $\frac{1}{4}$ ", maximum 1  $\frac{3}{4}$ "
- 3.1.56.6 Round
- 3.1.56.7 Dishwasher safe
- 3.1.56.8 BPA free

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.57** Qty 288 G.E.T. Enterprises Mardi Gras Tritan TM-1308-CR or equal  
Stacking Mug
- 3.1.57.1 8-ounce
  - 3.1.57.2 Cranberry Red
  - 3.1.57.3 Break-resistant glazed melamine
  - 3.1.57.4 Top diameter minimum 3", maximum 3 ½"
  - 3.1.57.5 Height minimum 3 ½", maximum 4"
  - 3.1.57.6 Dishwasher safe
  - 3.1.57.7 BPA free
- 3.1.58** Qty 144 G.E.T. Enterprises Diamond Mardi Gras B-127-FG or equal  
Melamine Bowls
- 3.1.58.1 12-ounce
  - 3.1.58.2 Rainforest Green
  - 3.1.58.3 Top diameter minimum 6.75", maximum 7.5"
  - 3.1.58.4 Height minimum 1 ¼", maximum 2"
  - 3.1.58.5 Round
  - 3.1.58.6 Break resistant melamine
  - 3.1.58.7 Glossy shine
  - 3.1.58.8 Wide rim
  - 3.1.58.9 Dishwasher safe
  - 3.1.58.10 BPA free
- 3.1.59** Qty 144 G.E.T. Enterprises Diamond Mardi Gras NP-9-FG or equal  
Melamine Plates
- 3.1.59.1 Round
  - 3.1.59.2 Minimum 8 ¾", maximum 9 ½" diameter
  - 3.1.59.3 Rainforest Green
  - 3.1.59.4 Break resistant melamine
  - 3.1.59.5 Glossy shine
  - 3.1.59.6 Narrow rim
  - 3.1.59.7 Dishwasher safe
  - 3.1.59.8 BPA free
- 3.1.60** Qty 192 G.E.T. Enterprises Diamond Mardi Gras WP-5-FG or equal  
Melamine Plates
- 3.1.60.1 Round
  - 3.1.60.2 Minimum 5", maximum 6" diameter
  - 3.1.60.3 Rainforest Green
  - 3.1.60.4 Break resistant melamine
  - 3.1.60.5 Glossy shine
  - 3.1.60.6 Wide rim
  - 3.1.60.7 Dishwasher safe
  - 3.1.60.8 BPA free

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.61** Qty 6 containers WipesPlus 50033808 or equal Sanitizing Wipes
  - 3.1.61.1 1000 wipes per container
  - 3.1.61.2 7" x 9" size wipes
  - 3.1.61.3 EPA approved safe for food contact surfaces
  - 3.1.61.4 container dispenses one wipe at a time
  
- 3.1.62** Qty 1 Cambro MDC1418S20191 or equal Meal Delivery Cart
  - 3.1.62.1 20 Tray capacity for 14" x 18" trays
  - 3.1.62.2 Granite gray color
  - 3.1.62.3 Minimum four 5" casters
  - 3.1.62.4 Holds temperature up to one hour
  - 3.1.62.5 Thick foam insulation
  - 3.1.62.6 Polyethylene construction with molded handles
  - 3.1.62.7 Minimum 46" L x 30" W x 42" H
  - 3.1.62.8 Maximum 50" L x 34" W x 46" H
  - 3.1.62.9 Two doors with hidden friction catch on each door
  
- 3.1.63** Qty 3 Cambro MDC1418T30191 or equal Meal Delivery Cart
  - 3.1.63.1 30 Tray capacity for 14" x 18" trays
  - 3.1.63.2 Granite gray color
  - 3.1.63.3 3-compartments
  - 3.1.63.4 30 shelves with minimum 5" shelf/ledge spacing
  - 3.1.63.5 Minimum six 6" offset casters
  - 3.1.63.6 Holds temperature up to one hour
  - 3.1.63.7 Thick foam insulation polyethylene construction
  - 3.1.63.8 Heavy-duty nylon handles
  - 3.1.63.9 Minimum 58" L x 28" W x 62" H
  - 3.1.63.10 Maximum 62" L x 32" W x 66" H
  - 3.1.63.11 Three doors with hidden friction catch on each door
  
- 3.1.64** Qty 3 Metro SSD16 or equal Dish and Tray Cart
  - 3.1.64.1 Single side load
  - 3.1.64.2 Capacity of 60 plates or 80 trays per column
  - 3.1.64.3 Minimum four 5" neoprene swivel casters with minimum two brakes
  - 3.1.64.4 Constructed of polymer with a Microban antimicrobial protective additive
  - 3.1.64.5 Built-in drain holes
  - 3.1.64.6 Minimum 36" L x 18" W x 29" H
  - 3.1.64.7 Maximum 40" L x 22" W x 34" H
  
- 3.1.65** Qty 3 Metro A110 or equal Dish and Tray Cart Divider Assembly
  - 3.1.65.1 Includes one rod and 2 dividers
  - 3.1.65.2 Fits Metro SSD16 tray cart

REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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- 3.1.66 Qty 20 Steam Table Adapter Bar
  - 3.1.66.1 Stainless steel
  - 3.1.66.2 12 ¾" L x 11/16" W x ½" H
  - 3.1.66.3 Silver color
- 3.1.67 Qty 6 Vollrath 8244114 or equal Steam Table Adapter Plate
  - 3.1.67.1 2-compartment
  - 3.1.67.2 12-guage stainless steel
  - 3.1.67.3 Silver color
  - 3.1.67.4 20" L x 12"; 10 ½" cutout length
  - 3.1.67.5 8 5/16" cutout width
  - 3.1.67.6 Rectangle cutout shape
  - 3.1.67.7 Dishwasher safe
- 3.1.68 Qty 6 Vollrath 8244214 or equal Steam Table Adapter Plate
  - 3.1.68.1 3-compartment
  - 3.1.68.2 12-guage stainless steel
  - 3.1.68.3 Silver color
  - 3.1.68.4 20" L x 12"; 10 ½" cutout length
  - 3.1.68.5 4 11/16" cutout width
  - 3.1.68.6 Rectangle cutout shape
  - 3.1.68.7 Dishwasher safe
- 3.1.69 Qty 4 Vollrath 8244314 or equal Steam Table Adapter Plate
  - 3.1.69.1 6-compartment
  - 3.1.69.2 12-guage stainless steel
  - 3.1.69.3 Silver color
  - 3.1.69.4 20" L x 12"; 4 13/16" cutout length
  - 3.1.69.5 4 13/16" cutout width
  - 3.1.69.6 Square cutout shape
  - 3.1.69.7 Dishwasher safe
- 3.1.70 Qty 14 Choice 407DCP or equal Steam Table/Hotel Pan Cover
  - 3.1.70.1 Full size
  - 3.1.70.2 Dome shape
  - 3.1.70.3 Hinged in the middle to allow opening from either side
  - 3.1.70.4 Rounded handles on both ends
  - 3.1.70.5 18/8 polished stainless-steel
  - 3.1.70.6 Fits any full-size steam table pan
  - 3.1.70.7 21" L x 13.5" W x 2.25" H
  - 3.1.70.8 Silver color

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.71 Qty 1 Alluserv TC21-20 Elite or equal Meal Delivery Cart**
  - 3.1.71.1 Stainless-steel
  - 3.1.71.2 2 doors that open 270 degrees with stay open magnets and transport latch
  - 3.1.71.3 Minimum four 6" casters with 2 minimum brakes
  - 3.1.71.4 Capacity to hold minimum Twenty 14" x 18" or 15" x 20" trays
  - 3.1.71.5 Recessed U-shaped push bars and full perimeter bumper
  - 3.1.71.6 Minimum 46" L x 24" W x 60" H
  - 3.1.71.7 Maximum 48" L x 27" W x 63" H
  
- 3.1.72 Qty 5 Alluserv TC31-30 Elite or equal Meal Delivery Cart**
  - 3.1.72.1 Stainless steel
  - 3.1.72.2 3 doors, 2 of which open 270 degrees with stay open magnets and transport latch
  - 3.1.72.3 Minimum two 6" fixed center casters and Four 6" swivel corner casters with minimum 2 brakes
  - 3.1.72.4 Capacity to hold minimum Thirty 14" x 18" or 15" x 20" trays
  - 3.1.72.5 Recessed U-shaped push bars and full perimeter bumper
  - 3.1.72.6 Minimum 64" L x 24" Deep x 59" H
  - 3.1.72.7 Maximum 68" L x 27" Deep x 63" H
  
- 3.1.73 Qty 1 roll Perforated Film**
  - 3.1.73.1 12" x 12" size sheets
  - 3.1.73.2 40-gauge thickness
  - 3.1.73.3 1600 sheets per roll
  
- 3.1.74 Qty 1 Regency 600T2472GC or equal Worktable**
  - 3.1.74.1 18-gauge 304 stainless steel
  - 3.1.74.2 Galvanized steel legs and undershelf
  - 3.1.74.3 Four 5" swivel casters with minimum 2 brakes
  - 3.1.74.4 Adjustable plastic bullet feet for stationary use
  - 3.1.74.5 4 extra 28" legs for use with the casters
  - 3.1.74.6 Top shelf capacity of 500 pounds
  - 3.1.74.7 Undershelf capacity of 380 pounds
  - 3.1.74.8 Minimum 32" H x 22" Deep x 70" L
  - 3.1.74.9 Maximum 36" H x 26" Deep x 74" L
  
- 3.1.75 Qty 2 Lakeside 6110 or equal Heated Dish Dispenser/Warmer for plates**
  - 3.1.75.1 One Stack
  - 3.1.75.2 Stainless Steel
  - 3.1.75.3 Mobile
  - 3.1.75.4 120V, 450W, 3.8-amp electrical connection requirements
  - 3.1.75.5 Holds plates minimum 8.75" to maximum 10.75"
  - 3.1.75.6 Heated stack has minimum 25" height capacity
  - 3.1.75.7 All welded stainless-steel construction

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 3.1.75.8 Minimum 4" all swivel casters with minimum 2 brakes
- 3.1.75.9 Fully enclosed for optimum sanitation
- 3.1.75.10 Thermostatic control between 100- and 175-degrees Fahrenheit
- 3.1.75.11 Rubber corner bumpers

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide WVFNF with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the Unit Price and multiplying the Unit Price by the Quantity to get the Total Price. The Total Price will be the total bid amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. PAYMENT:**

- 5.1** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1 Freedom Way, Clarksburg, WV 26301.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION  
**CRFQ VNF21\*2 - Meal Service Equipment and Supplies**

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- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.



REQUEST FOR QUOTATION  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

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7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 **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: Yitzel Shaps

Telephone Number: 845 414 2402

Fax Number: 845 352 2700

Email Address: yitzel5@culinarydepot.com

Exhibit A  
Pricing Page  
CRFQ VNF21\*2 - Meal Service Equipment and Supplies

Item #	Description	Unit Price	Qty	Extended Price
3.1.3	Intersign MB-3020, or equal, Menu Board	322.14	3	\$ 966.42 -
3.1.4	Visual Communication Model FLX06203MV or equal Oak Display Tripod Easel	\$ 42.48 -	2	\$ 84.96 -
3.1.5	Thunder Group, Inc. Model SLDS008 or equal # 8 Thumb Press Disher	\$ 4.83 -	16	\$ 77.28 -
3.1.6	Thunder Group, Inc. Model SLDS006 or equal, #6 Thumb Press Disher	\$ 4.83 -	16	\$ 77.28 -
3.1.7	Thunder Group, Inc. Model SLDS016 or equal, #16 Thumb Press Disher	\$ 4.83 -	16	\$ 77.28 -
3.1.8	Thunder Group, Inc. Model SLDS030 or equal, #30 Thumb Press Disher	\$ 4.83 -	16	\$ 77.28 -
3.1.9	Mercer Culinar M18740 Millennia Model M18740 or equal, Heavy Duty Turner	\$ 9.73 -	9	\$ 87.57 -
3.1.10	Thunder Group, Inc. Model SLTWPS003 or equal, Square Pizza Server/Turner with Wood Handle	\$ .99 -	9	\$ 8.91 -
3.1.11	Slotted Fish/Egg Turner/Spatula	\$ 2.61 -	9	\$ 23.49 -
3.1.12	G.E.T. Enterprises Diamond Mardi Gras B-86-FG or equal, Melamine Bowl, 8 oz, Rain Forest Green	\$ 4.18 -	96	\$ 401.28 -
3.1.13	G.E.T. Enterprises Mardi Gras Tritan TM-1308-FG or equal Stacking Mug, 8 oz, Rainforest Green	\$ 4.70 -	120	\$ 564.00 -
3.1.14	Cambro MDSL9457 Shoreline Collection or equal Thermal Pellet Underliner	\$ 3.60 -	264	\$ 950.40 -
3.1.15	Cambro MDSD9457 Shoreline Collection or equal Insulated Plastic Dome Plate Cover	\$ 7.96 -	264	\$ 2101.44 -
3.1.16	Cambro MDSPL000 or equal Thermal Pellet Lifter	\$ 35.17 -	6	\$ 211.02 -
3.1.17	G.E.T. Enterprises Diamond Mardi Gras NP-9-PB or equal Melamine Plates, Peacock Blue	\$ 6.34 -	120	\$ 760.80 -
3.1.18	G.E.T. Enterprises Diamond Mardi Gras WP-5-PB or equal Melamine Plates, Peacock Blue	\$ 3.73 -	240	\$ 895.20 -
3.1.19	G.E.T. Enterprises Diamond Mardi Gras B-127-PB or equal Melamine Bowls, Peacock Blue	\$ 5.62 -	240	\$ 1348.80 -
3.1.20	G.E.T. Enterprises Diamond Mardi Gras B-86-PB Melamine Bowls, Peacock Blue	\$ 4.18 -	240	\$ 1003.20 -
3.1.21	G.E.T. Enterprises Mardi Gras Tritan TM-1308-PB or equal Stacking Mug, Peacock Blue	\$ 2.54 -	144	\$ 365.76 -
3.1.22	Lakeside 6210 or equal Heated Dish Dispenser Warmer for plates, Two Stack	\$ 2337.74 -	1	\$ 2337.74 -

Item #	Description	Unit Price	Qty	Extended Price
3.1.23	Carlisle 4300042 or equal 3-Compartment Melamine Plate, Ivory Bone	\$ 7.33 -	24	\$ 175.92 -
3.1.24	Ladle, 8 ounce	\$ 1.60 -	12	\$ 19.20 -
3.1.25	Ladle, 12 ounce	\$ 2.19 -	12	\$ 26.28 -
3.1.26	Ladle, 6 ounce	\$ 1.38 -	12	\$ 16.56 -
3.1.27	Ladle, 4 ounce	\$ 1.14 -	12	\$ 13.68 -
3.1.28	Ladle, 2 ounce	\$ .78 -	12	\$ 9.36 -
3.1.29	Choice Chafer 407HALFDR4KT or equal Steam Table Pan with Footed Cooling Rack/Pan Grate	\$ 7.40 -	18	\$ 133.20 -
3.1.30	Cambro 1520CL161 or equal Food Tray	\$ 11.06 -	240	\$ 2654.40 -
3.1.31	Cambro UPC1600SP402 Ultra Camcarts or equal Insulated Food Pan Carrier	\$ 1563.64 -	3	\$ 4690.92 -
3.1.32	Choice Chafer 167KITHTWEL or equal Dish Towel	\$ .62 -	36	\$ 22.32 -
3.1.33	Noble Products 274RKOPFLTWR or equal Flatware Rack	\$ 17.20 -	9	\$ 154.80 -
3.1.34	Cutlery Box, 4 compartment	\$ 4.64 -	6	\$ 27.84 -
3.1.35	Choice 4070049 or equal Full Size Steam Table Pans, 4" deep	\$ 10.08 -	9	\$ 90.72 -
3.1.36	Choice 4070269 or equal Half Size Steam Table Pan, 6" deep	\$ 8.64 -	18	\$ 155.52 -
3.1.37	Choice 4070069 or equal Full Size Steam Table Pans, 6" deep	\$ 13.36 -	9	\$ 120.24 -
3.1.38	Choice 4070669 or equal 1/6 Size Steam Table Pans, 6" deep	\$ 4.90 -	12	\$ 58.80 -
3.1.39	Choice 4070369 or equal 1/3 Size Steam Table Pans, 6" deep	\$ 7.41 -	12	\$ 88.92 -
3.1.40	Vollrath Jacob's Pride 6432420 or equal Perforated Round Spoodle Portion Spoon, 4 ounce	\$ 8.19 -	12	\$ 78.28 -
3.1.41	Vollrath Jacob's Pride 6432220 or equal Perforated Round Spoodle Portion Spoon, 2 ounce	\$ 7.75 -	12	\$ 95.40 -
3.1.42	Mercer Culinary Zum M19100 or equal Professional 6-piece Knife Set	\$ 155.14 -	2	\$ 310.28 -
3.1.43	Victorinox 81702 Niroflex2000 GU2500 or equal Cut Resistant stainless steel mesh gloves, Size Small	\$ 96.46 -	2	\$ 192.92 -
3.1.44	Victorinox 81703 Niroflex2000 GU2500 or equal Cut Resistant stainless steel mesh gloves, Size Medium	\$ 96.46 -	2	\$ 192.92 -



Item #	Description	Unit Price	Qty	Extended Price
3.1.45	Victorinox 81704 Niroflex2000 GU2500 or equal Cut Resistant stainless steel mesh gloves, Size Medium	\$ 96.46 -	3	\$ 289.38 -
3.1.46	Victorinox 81705 Niroflex2000 GU2500 or equal Cut Resistant stainless steel mesh gloves, Size Extra Large	\$ 96.46 -	3	\$ 289.38 -
3.1.47	Pie Marker Cutter	\$ 3.75 -	6	\$ 23.70 -
3.1.48	Bouffant Cap Hair Net	\$ .087 -	3,000	\$ 261.00 -
3.1.49	Metro PCD11A or equal Dish Dolly	\$ 754.77 -	3	\$ 2264.91 -
3.1.50	Metro PCDV11A or equal Wipes Plus 50035084	\$ 48.40 -	3	\$ 145.20 -
3.1.51	Thermometer Sanitizing Wipes	\$ 37.16 -	1	\$ 37.16 -
3.1.52	Acopa Monaca 267708KIT or equal Flatware Set with service for 12	\$ 46.77 -	12	\$ 561.24 -
3.1.53	G.E.T. Enterprises Diamond Mardi Gras B-127-CR or equal Melamine Bowls, Cranberry Red, 12 ounce	\$ 5.62 -	240	\$ 1348.80 -
3.1.54	G.E.T. Enterprises Diamond Mardi Gras NP-9-CR or equal Melamine Plates, 9" round, Cranberry Red	\$ 6.34 -	240	\$ 1521.60 -
3.1.55	G.E.T. Enterprises Diamond Mardi Gras WP-5-CR or equal Melamine Plates, 5 1/2" round, Cranberry Red	\$ 3.73 -	240	\$ 895.20 -
3.1.56	G.E.T. Enterprises Diamond Mardi Gras B-86-CR or equal Melamine Bowls, 8 ounce, Cranberry Red	\$ 4.18 -	240	\$ 1003.20 -
3.1.57	G.E.T. Enterprises Mardi Gras Tritan TM-1308-CR or equal Stacking Mug	\$ 4.70 -	288	\$ 1353.60 -
3.1.58	G.E.T. Enterprises Diamond Mardi Gras B-127-FG or equal Melamine Bowls, 12 ounce, Rainforest Green	\$ 5.62 -	144	\$ 809.28 -
3.1.59	G.E.T. Enterprises Diamond Mardi Gras NP-9-FG or equal Melamine Plates, 9" round, Rainforest Green	\$ 6.34 -	144	\$ 912.96 -
3.1.60	G.E.T. Enterprises Diamond Mardi Gras WP-5-FG or equal Melamine Plates, 5 1/2" round, Rainforest Green	\$ 3.73 -	192	\$ 716.16 -
3.1.61	WipesPlus 50033808 or equal Sanitizing Whipes, 1000 per container	\$ 6.17 -	6	\$ 37.02 -
3.1.62	Cambro MDC1418S20191 or equal Meal Delivery Cart, 20 Tray Capacity	\$ 1929.92 -	1	\$ 1929.92 -
3.1.63	Cambro MDC1418T30191 or equal Meal Delivery Cart, 30 Tray Capacity	\$ 3119.70 -	3	\$ 9359.10 -
3.1.64	Metro SSD16 or equal Dish and Tray Cart	\$ 570.41 -	3	\$ 1711.23 -
3.1.65	Metro A110 or equal Dish and Tray Cart Divider Assembly	\$ 78.71 -	3	\$ 236.13 -
3.1.66	Steam Table Adapter Bar, 12" stainless steel	\$ 1.00 -	20	\$ 20.00 -

Item #	Description	Unit Price	Qty	Extended Price
3.1.67	Vollrath 8244114 or equal Steam Table Adapter Plate, 2 compartment	\$ 110.26 -	6	\$ 661.56 -
3.1.68	Vollrath 8244214 or equal Steam Table Adapter Plate, 3 compartment	\$ 110.26 -	6	\$ 661.56 -
3.1.69	Vollrath 8244314 or equal Steam Table Adapter Plate, 6-compartment	\$ 110.26 -	4	\$ 330.78 -
3.1.70	Choice 407DCP or equal Steam Table/Hotel Pan Cover	\$ 14.06 -	14	\$ 196.84 -
3.1.71	Alluserv TC21-20 Elite or equal Meal Delivery Cart, 2 door	\$ 4528.25 -	1	\$ 4528.25 -
3.1.72	Alluserv TC31-30 Elite or equal Meal Delivery Cart, 3 door	\$ 5642.36 -	5	\$ 28,211.80 -
3.1.73	Perforated Film, minimum 12" x 12" size sheets, maximum 16" x 16" size sheets, 40-gauge thickness, 1600 sheets per roll	\$ 17.67 -	1	\$ 17.67 -
3.1.74	Regency 600T2472GC Commercial Work Table	\$ 274.23 -	1	\$ 274.23 -
3.1.75	Lakeside 6110 Heated Dish Dispenser/Warmer, one stack	\$ 1755.10 -	2	\$ 3510.20 -
Freight - Vendor shall deliver the Contract Items F.O.B. destination to Agency's location:				\$ 395.00 -
OVERALL TOTAL COST				\$ 86,283.71 -

VENDOR NAME:	Chats Depot
VENDOR ADDRESS:	67 RT 59 Spring Valley NY 10977
VENDOR PHONE:	845 414 2402
EMAIL:	yitzis@culinarydepot.com
NAME OF PERSON SIGNING:	Yitzis Skaps
SIGNATURE:	<i>[Signature]</i>
DATE:	9/9/20



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: Chats Depot

Authorized Signature: [Signature] Date: 9/9/20

State of NY

County of Rockland, to-wit:

Taken, subscribed, and sworn to before me this 1<sup>st</sup> day of September, 2020.

My Commission expires 5/19/2024, 20  .

**AFFIX SEAL HERE**

**ELI POTASH**  
Notary Public, State of New York  
NO. 01P06259805  
Qualified in Rockland County  
My Commission Expires 05/19/2024

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)