

VENDOR

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

Request for Quotation

DNR90185

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

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DIVISION OF NATURAL RESOURCES
PIPESTEM STATE PARK
ATTN: PARK SUPERINTENDENT
STATE ROUTE 20
PIPESTEM, WV
25979 304-466-2804

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS

TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS
TELEPHONE

SIGNATURE

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TITLE

COMMISSIONER TO BE CONFIDENTIAL.

ADDRESS CHANGES TO BE NOTED ABOVE

DATE



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25979

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Buffet Line Restaurant Equipment Bluestone Dining Room Pipestem Resort State Park

This requisition is for the purchase of new restaurant buffet equipment for the Bluestone Dining Room at McKeever Lodge, Pipestem State Park. All equipment furnished shall be as manufactured by the Vollrath Company LLC., 1236 N.18th St., Sheboygan, WI 53082, or equal.

All bids are to include shipping costs and crating. Shipments for all equipment must be together and not separated at various time intervals. Items received damaged will be returned at bidder's expense with bidder responsible for re-shipment of item to avoid project delays. Should lift gate service be required, bidder must include with bid.

Shipments are only accepted Monday through Thursday from 9:00 am to 2:00 pm (excluding holidays). Shipper must contact Superintendent of Park prior to shipping date to allow storage area preparation. The Park Superintendent's telephone number is 304-466-2804 (8:30 am to 4:30 pm).

All equipment shall be delivered no more than 120 calendar days from receipt of purchase order and signed approved drawings.

All measurements for Vollrath buffet equipment is accurate to existing buffet equipment. All bids submitted with any deviations shall submit complete specifications and drawings confirming placement. All colors, finishes and countertop materials have been selected to match existing dining room décor and should not change.

Warranty should be against defects in materials and workmanship for a period of one year.

Should you have questions, please contact:

Frank Whittaker, Senior Buyer, Purchasing Division PO Box 50130, Charleston, WV 25305-0130

Phone: 304-558-2316 Fax: 304-558-4115

Email: Frank.M.Whittaker@wv.gov

Specifications

Server 1: Carving Station 32" L x 32"W x 34"H

Server Type: Carving Station, Material: Aluminum Composite Material (ACM)

construction, Total AMPS for the Unit: 4.6

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Heat Lamps: One Heat Lamp w/Cutting Board, Heat Lamp Finish: Brass, Scrap Bin: Yes, Swinging Doors: Yes

Countertop Material Type: Corian Solid Surface Countertop Material Number: Pompeii Red

Server 1: Base 78"L x 40"W x 34"H

Server Type: Base, Material: Aluminum Composite Material (ACM) construction, Total

AMPS for the Unit: 18.4

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Countertop Material Type: Corian Solid Surface, Countertop Material Number: Pompeii Red

Breath Guard Type: Double-Sided Self Service Buffet, Finish: Brass

Panel Options: Both End Panels, Lighting Options: Cayenne Heat Strip w/Lights w/Remote Toggle (120V)

Drop-In #1: Plate Dispenser 9-1/4 to 10-1/8" Centered, Vollrath Model: 2323107, Description: Dish Dispenser, open frame drop-in, single self-leveling dish dispensing tube, maximum dish size 10-1/8" diameter, stainless steel construction, NSF Covered by a breath guard? No

Drop-In #2: 3 Well Hot 240 Volt, Vollrath Model: 3647350, Description: 3-well hot modular drop-in w/infinite controls & manifold drains, drip-free flng, ind drain shutoffs, 6-3/8" dp wells operate moist/dry, dial controls, 625W per well, 208V, 9.0A, 6-15P plug, OA 41-1/2" x 26", cutout 40-3/4" x 25-1/4", 7/8" corner radius Covered by a breath guard? Yes

Server 2: Base 72"L x 40"W x 34"H

Server Type: Base, Material: Aluminum Composite Material (ACM) construction, Total AMPS for the Unit: 25.5

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Countertop Material Type: Corian Solid Surface, Countertop Material Number: Pompeii Red

Breath Guard Type: Double-Sided Self Service Buffet, Finish: Brass

Panel Options: Both End Panels

Lighting Options: Cayenne Heat Strip w/Lights w/Remote Toggle (120V)

Extend Breath Guard Full Length? Yes

Drop-In #1: 4 Well Hot 240 Volt

Vollrath Model 3647450

Description: 4-WELL HOT MODULAR DROP-IN W/INFINITE CONTROLS & MANIFOLD DRAINS, drip-free flange, ind drain shutoffs, 6-3/8" deep wells operate moist/dry, dial controls, 625W per well, 208V, 12.0A, 6-15P plug, OA 54-3/4" x 26",

cutout 54" x 25-1/4", 7/8" corner radius

Covered by a breath guard? Yes

Server 1: Base 78"L x 40"W x 34"H

Server Type: Base, Material: Aluminum Composite Material (ACM) construction, Total

AMPS for the Unit: 5.2

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Countertop Material Type: Corian Solid Surface, Countertop Material Number: Pompeii Red

Breath Guard Type: Double-Sided Self Service Buffet, Finish: Brass

Panel Options: Both End Panels, Lighting Options: Fluorescent

Drop-In #1: Plate Dispenser 7-3/8 to 8-1/8" Double

Vollrath Model: 2323105

Description: Dish Dispenser, open frame drop-in, single self-leveling dish dispensing

tube, maximum dish size 8-1/8" diameter, stainless steel construction, NSF

Covered by a breath guard? No

Drop-In #2: 3 Pan NSF7 Refrig

Vollrath Model: 36430

Description: 3-PAN NSF7 REFRIGERATED COLD PAN MODULAR DROP-IN, 18-8 s/s, drip-free flange, polyurethane foam insulation, 3" deep well, 1/4 HP compressor, 120V, 4.9A, 5-15P plug, OA dim 41-1/2" x 26", cutout dim 40-3/4" x 25-1/4", 7/8"

corner radius, display area length 37-1/2", USA made

Covered by a breath guard? Yes

Server 2: Base 72"L x 40"W x 34"H

Server Type: Base, Material: Aluminum Composite Material (ACM) construction, Total AMPS for the Unit: 7.5

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Countertop Material Type: Corian Solid Surface, Countertop Material Number: Pompeii Red

Breath Guard Type: Double-Sided Self Service Buffet, Finish: Brass Panel Options: Both End Panels, Lighting Options: Fluorescent, Extend Breath Guard Full Length? Yes

Drop-In #1: 4 Pan NSF7 Refrig

Vollrath Model: 36434

Description: 4-PAN NSF7 REFRIGERATED COLD PAN MODULAR DROP-IN, 18-8 s/s, drip-free flange, polyurethane foam insulation, 3" deep well, 1/3 HP compressor, 120V, 7.2A, 5-15P plug, OA dim 54-3/4" x 26", cutout dim 54"x 25-1/4", 7/8" corner radius, display area length 50-1/4", USA made Covered by a breath guard? Yes

Server 1: Base 36"L x 40"W x 34"H

Material: Aluminum Composite Material (ACM) construction

Total Amps for Unit: 6

Finish: Formica Brand Woodgrains, Color Number: 7008 Acajou Mahogany, Customer Side Door Style: Hinged Door Panel, Server Support: 5" Locking Casters, Toe Kick: Toe Kick

Countertop Material Type: Corian Solid Surface, Countertop Material Number: Pompeii

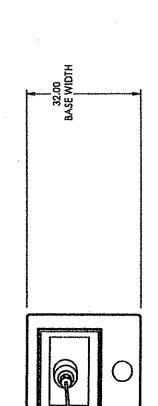
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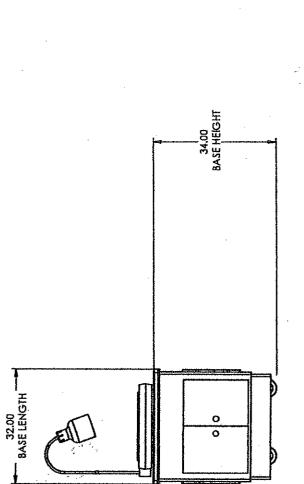
Drop-In #1: Soup Well 7 Qt. (120V) Customer Side, Vollrath Model: 3646210

Description: SOUP WELL< MODULAR DROP_IN W/THERMOSTATIC CONTROL, holds one 7-1/4 qt inset, s.s. well, ¾" drain, power cord, control cord for remote installation, dia. over flange 11-3/16", cutout dia. 10-9/16", well outer dia. 10-5/16, 120V, 720W, 6.0A, 5-15P, UL, CUL, NSF4, USA made

Covered by breath guard?: No

Custom Notes: Drop in to be installed on customer left side.



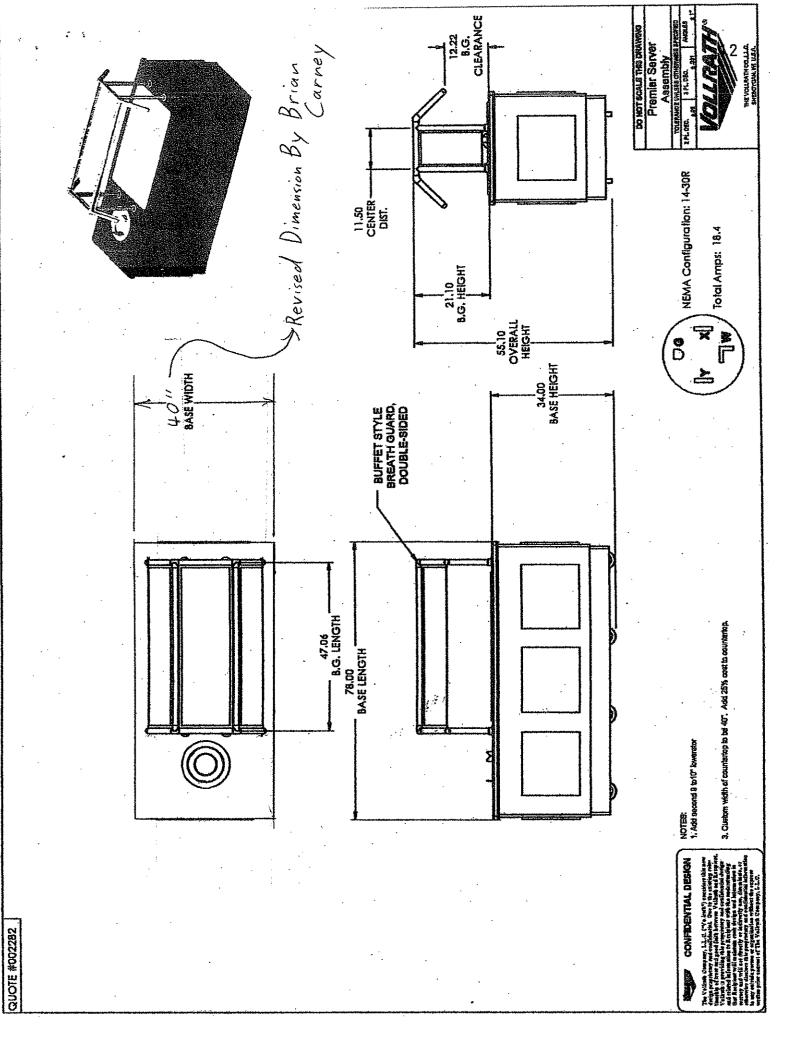


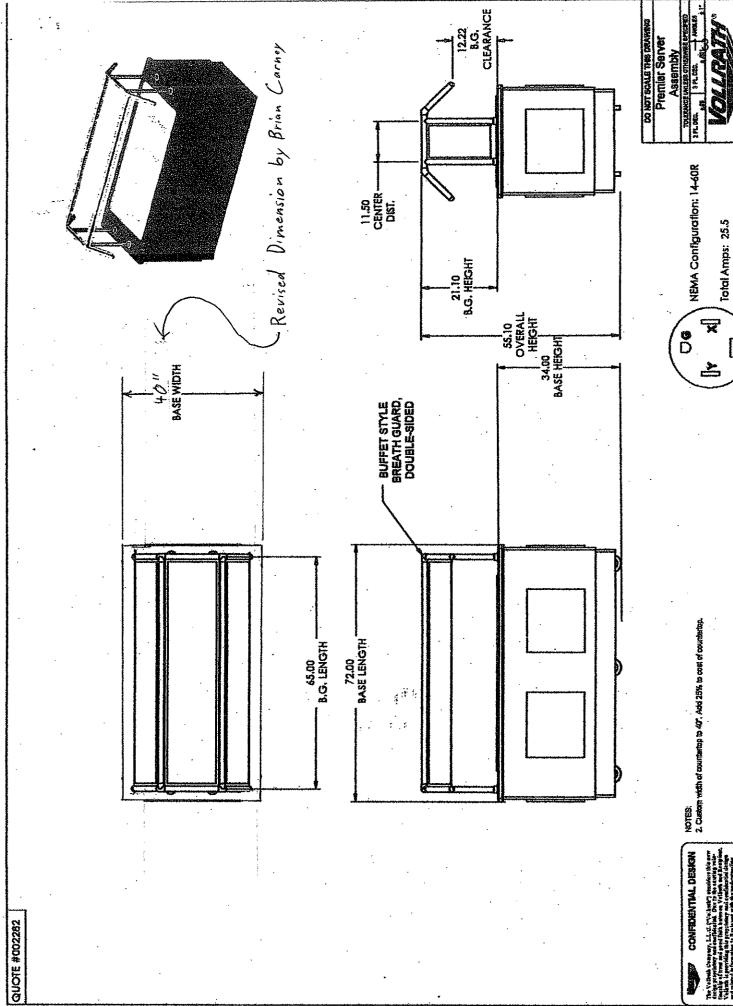
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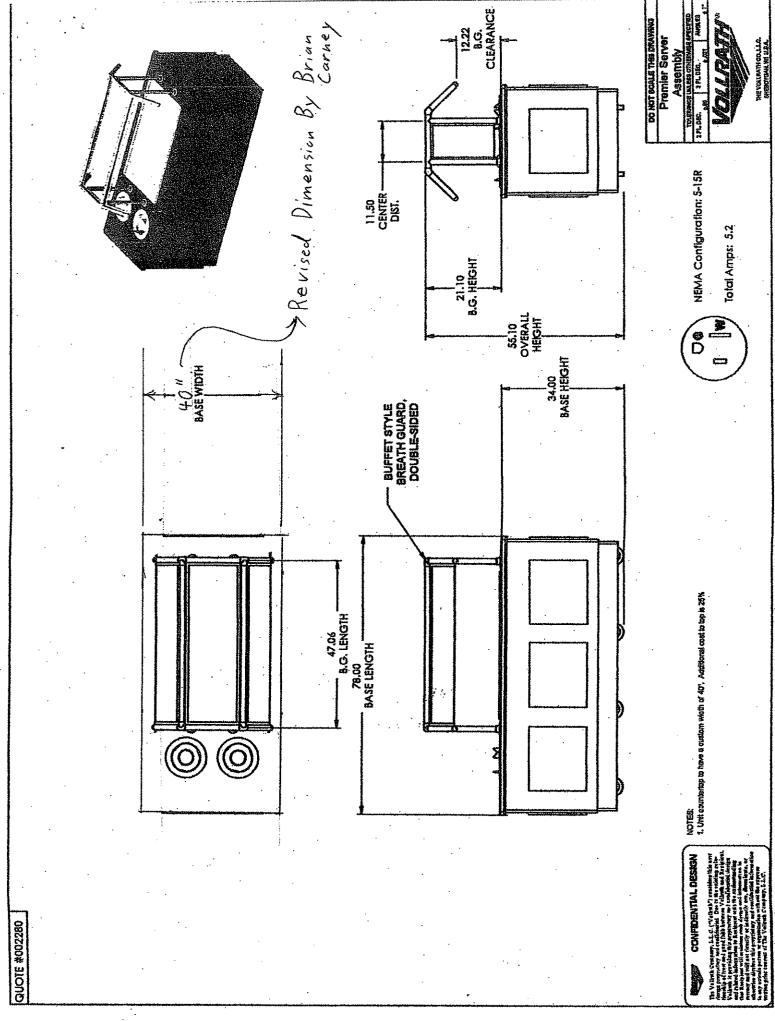
Total Amps: 4.6

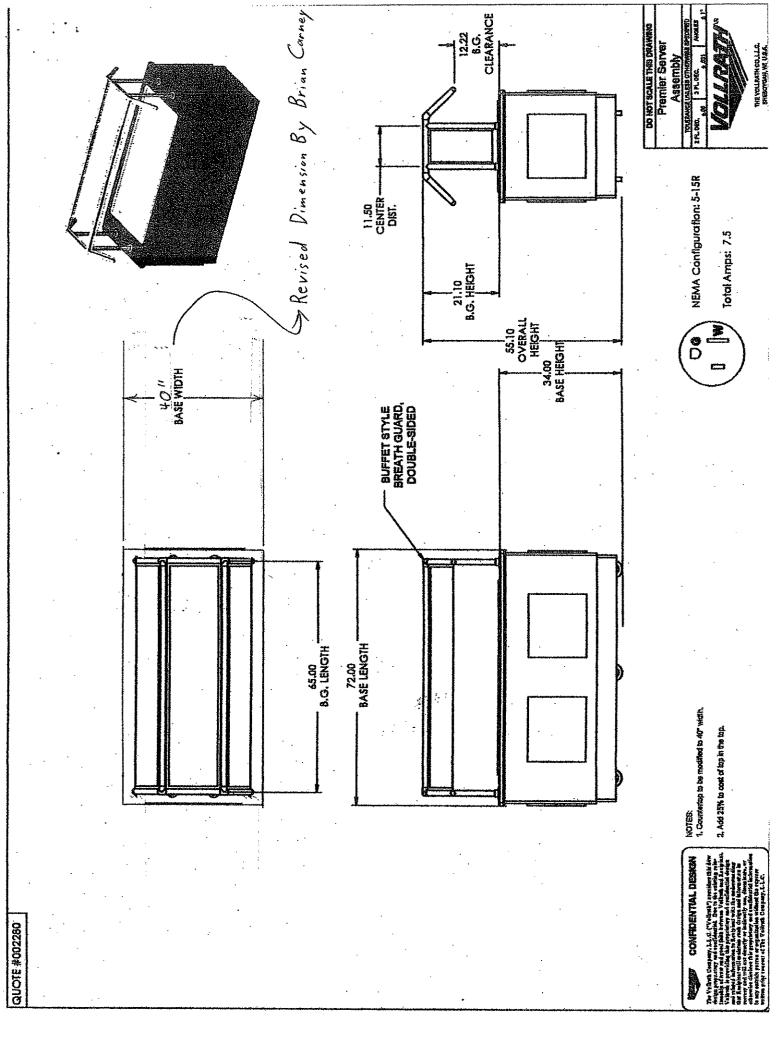
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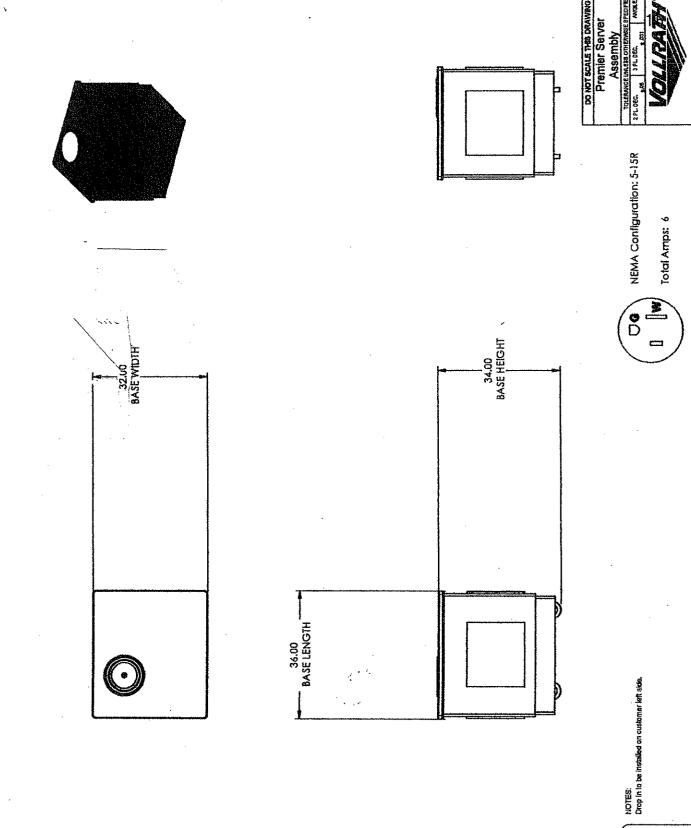
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QUOTE #002278

CONFIDENTIAL DESIGN

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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/ purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	
Authorized Signature:	Date:

Purchasing Affidavit (Revised 06/15/07)