



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 386203

Document Description : Hawks Nest New Kitchen/Restaurant Equipment

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-03	2017-11-30 13:30:00	ARFQ 0310 DNR1800000017	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>Douglas Equipment</i> <i>301 North Street</i> <i>Bluefield, WV 24701</i> <i>304-327-0149</i>

FOR INFORMATION CONTACT THE
 James R Jones
 (304) 558-3397
 james.r.jones@wv.gov

Signature X *Mandy Brown* FEIN # *55-0585890* DATE *11/30/17*

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Parks Section (Hawks Nest State Park), to establish a contract for the one-time purchase, and installation, of various kitchen/restaurant equipment, per the bid requirements, specifications, terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Nemco Model #1620A Soup warmer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Sinks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
30181504			

Extended Description

Central Model #435-088 Under bar sink, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK O BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description

Waring Model #BB160 Bar blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	Sterilization cleaning brushes	3.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
42281709			

Extended Description

Spillstop Model #543-00 Triple bar brush, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Restaurant furniture	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48102000			

Extended Description

Cambro Model #BAR650 Portable bar, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	Restaurant furniture	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48102000			

Extended Description

True Model #TBB-3 Permanent bar, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	Commercial use waffle irons	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101526			

Extended Description

Waring Model #WW250B Double waffle maker, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	Commercial use broilers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101503			

Extended Description
Vulcan Model #VACB36 Gas char-broiler (propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	Commercial use deep fryers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101509			

Extended Description
Anets Model #14GS 14" Gas frier (propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	Commercial use convection ovens	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101507			

Extended Description

Vulcan Model #VC55ED Double convection oven, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Duke Aerohot Model #E304SW Hot food unit 60", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description

True Model #TSSU-48-12D-2 Food prep table 48", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK O BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
13	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description
True Model #TSSU-36-8 Food prep table 36", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
S		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
14	Domestic cooling racks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52151614			

Extended Description
Newage Model #1335 Refrigerator/proofer rack, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
15	Commercial use broilers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101503			

Extended Description

Southbend Model #P36RAD Radiant compact broiler, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
16	Drying racks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
41122805			

Extended Description

Duke Model #714-PG 76" Pot rack, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
17	Commercial use jacketed tilting kettle	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101542			

Extended Description

Vulcan Model #K6ETT KE Series steam kettle, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
18	Commercial use smokers or smoke ovens	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101523			

Extended Description

Alto-Sham Model #1000SK/II Halo heat slow cook and smoker oven, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
S		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
19	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Metro C5 3 Heated holding/proofing cabinet, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
20	Commercial use mixers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101608			

Extended Description

Globe Model #SP20 20 quart planetary bench mixer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
21	Vacuum Bag Sealer	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52141540			

Extended Description

Vacmaster Model #VP215 vacuum sealer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
22	Commercial use food processors	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101612			

Extended Description

Robot Coupe Model #R2NS Food processor, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
23	Commercial use mixers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101608			

Extended Description
KitchenAid Model #947-038 8 quart commercial mixer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
24	Domestic mandolin	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52151626			

Extended Description
Matfer Model #215001 mandolin, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
25	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description

Vitamix Model #62827 64oz. Blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
26	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description

Dynamic Model #MDH2000 30" Commercial immersion blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
27	Refrigerated storage	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
78131801			

Extended Description

True Model #TRCB-36 Drawered refrigerator, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK O BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
28	Sinks	2.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
30181504			

Extended Description

Krowne Metal Model #HS-15 Hand Sink, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
S		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
29	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description

Prarie View Model #W307236 Prep table (w/2overshelves), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
30	Commercial use food slicers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101616			

Extended Description

Berkel Model #829A Manual slicer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
31	Commercial use griddles	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101511			

Extended Description

Southbend Model #4601DD-2TR Range/Griddle (Propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
32	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description

True Model #914982 Double shelves, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK O BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
33	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description
True Model #914983 Double shelves, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 S		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
34	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description
Duke Model #W700-9564DD Double shelf 60", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
35	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-36 heat lamp, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
36	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-48 heat lamp, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
37	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-60 heat lamp, or equal

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non-Mandatory pre-bid meeting 2:00 PM EST	2017-11-13

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DNR180000017	Final	Hawks Nest New Kitchen/Restaurant Equipment	18 of 18

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Natural Resources

Agency Delegated Procurements Over \$25,000

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 a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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 **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

Monday, November 13, 2017 @ 2:00 PM EST
Hawks Nest State Park, Restaurant
49 Hawks Nest Park Road
Ansted, WV 25812-0857

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Natural Resources Agency Delegated Procurements Over \$25,000

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 (5) 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 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 Property and Procurement Office. 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: Thursday November 16, 2017 by 9:00 AM

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: James Jones
South Charleston, WV 25303
Fax: (304) 558-2165
Email: James.R.Jones@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 Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office 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.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**West Virginia Division of Natural Resources
Agency Delegated Procurements Over \$25,000**

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
BID RESPONSE
324 4th Avenue
South Charleston, WV 25303

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 West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: James R. Jones
SOLICITATION NUMBER: ARFQ DNR1800000017
SOLICITATION CLOSING DATE: Thursday November 30, 2017
SOLICITATION CLOSING TIME: 1:30 PM EST
FAX NUMBER: 304-558-2165

The Property and Procurement Office 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 _____ convenience copies of each to the Property and Procurement Office 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 ARFP)

- 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 Property and Procurement Office time clock (in the case of hand delivery).

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Natural Resources

Agency Delegated Procurements Over \$25,000

Bid Opening Date and Time: November 30, 2017 1:30 PM

Bid Opening Location:

West Virginia Division of Natural Resources

Property and Procurement Office

324 4th Avenue

South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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. ALTERNATES: 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.

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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office 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 any applicable fees.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Natural Resources

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- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. Code R. § 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. Code R. § 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. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer 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 Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Natural Resources

Agency Delegated Procurements Over \$25,000

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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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West Virginia Division of Natural Resources
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1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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" means the West Virginia Division of Natural Resources.

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. "Chief Procurement Officer" means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

2.5. "Property and Procurement Office" means the section within the Division headed by the Chief Procurement Officer and its personnel.

2.6. "Director of the Purchasing Division" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.7. "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

2.9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.10. "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.

2.11 "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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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: 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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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. 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 _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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 (1) 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 _____ forty-five (45) calendar _____ 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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.

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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, and Attorney General's office.

6. EMERGENCY PURCHASES: Chief Procurement Officer 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 Chief Procurement Officer, 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 Property and Procurement Office 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 value. The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

WV Contractors License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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.

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Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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. LITIGATION BOND: The Chief Procurement Officer reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
\$100.00 per calendar day

for _____

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.

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.

14. PAYMENT: 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. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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.

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19. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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.

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 Property and Procurement Office 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 Property and Procurement Office 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 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.

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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 Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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>.

32. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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

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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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. 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.

35. 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.

36. 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.

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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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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"). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

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Such reports as the Agency 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

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 heath, 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

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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 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 \$100,000, 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

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ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: _____
Contractor's License No.: WV-_____

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

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

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

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

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3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to WV. Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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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.

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

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

Douglas Equipment
(Company)

Mandy Brown, Bid Specialist
(Authorized Signature) (Representative Name, Title)

mandy Brown, Bid Specialist
(Printed Name and Title of Authorized Representative)

11/30/17
(Date)

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

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Douglas Equipment
Company

Mandy Brown
Authorized Signature

11/30/17
Date

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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Hawks Nest - Restaurant and Kitchen Equipment Furnished and Installed

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Hawks Nest State Park to establish a contract for the one-time purchase and installation of restaurant and kitchen equipment.

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. **“Amps”** means ampere, a unit of electric current.
 - 2.2. **“ANSI”** means American National Standards Institute, a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel.
 - 2.3. **“BTU”** means British Thermal Units, and is a measure of heat.
 - 2.4. **“Construction Services”** means to furnish and install kitchen and restaurant areas as more fully described in the Project Plans.
 - 2.5. **“Contract Item”** means restaurant and kitchen equipment, as more fully described by these specifications.
 - 2.6. **“CUL”** means Canada Underwriters Laboratories, and is a safety-related certification.
 - 2.7. **“HP”** means horsepower.
 - 2.8. **“LED”** means Light Emitting Diode, and is a two-lead semiconductor light source.
 - 2.9. **“LP”** means liquid propane.
 - 2.10. **“NSF”** means National Sanitation Foundation, and is a safety-related certification.
 - 2.11. **“PVC”** means Polyvinyl Chloride, and is a synthetic plastic polymer.
 - 2.12. **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.13. **“RPM”** means revolutions per minute.
 - 2.14. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Hawks Nest - Restaurant and Kitchen Equipment Furnished and Installed

4.2. Pricing Page: Vendor should complete the Pricing Page by including documentation and specifications for any substitutes, price per unit and total bid amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1. Payment: 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. Vendor shall deliver the Contract Items within forty-five (45) working days after receiving a purchase order. Contract Items must be delivered to Agency at Hawks Nest State Park, 49 Hawks Nest Park Road, Ansted, WV 25812-0857.

6.2. Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the West Virginia Division of Natural Resources' Chief Procurement Officer.

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 plan 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Hawks Nest - Restaurant and Kitchen Equipment Furnished and Installed

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.

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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Hawks Nest - Restaurant and Kitchen Equipment Furnished and Installed

2.15. "UL" means Underwriters Laboratories, and is a safety-related certification.

2.16. "VAC" means Voltage in Alternating Current.

3. GENERAL REQUIREMENTS:

3.1. Mandatory Contract Item Requirements: Vendor shall be responsible for purchase, delivery, installation including electrical hookup and to ensure equipment is operational per manufacturer's specifications. Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1. Nemco Model #6120A Soup Warmer or equal;

- 3.1.1.1. Must be 120VAC with 350 watts per well.
- 3.1.1.2. Must have two (2) 4-quart stainless steel wells and stainless-steel exterior.
- 3.1.1.3. Must have an adjustable thermostat with low/medium/high up to 212 degrees Fahrenheit per well.
- 3.1.1.4. Must have a no drip rim and cool touch exterior.
- 3.1.1.5. Must include manufacturer's warranty.

3.1.2. Central Model #435-088 Under bar sink or equal;

- 3.1.2.1. Must be minimum eighteen (18) gauge stainless steel three (3) bowl sink 48" long, 21" deep with faucet.
- 3.1.2.2. Must have sinks 10" wide by 14" deep by 10" high.
- 3.1.2.3. Must have marine edge front and sides.
- 3.1.2.4. Must include ribbed drain boards.
- 3.1.2.5. Must include installation and manufacturer's warranty.

3.1.3. Waring Model # BB160 Bar Blender, or equal;

- 3.1.3.1. Must have a stainless-steel finish motor housing with a minimum 32-ounce stainless steel container.
- 3.1.3.2. Must include a flexible plastic lid and removable.
- 3.1.3.3. Must be minimum 120VAC, and must be UL & NSF listed.
- 3.1.3.4. Must include manufacturer's warranty.

3.1.4. Spill stop Model #543-00 Triple Bar brush or equal

- 3.1.4.1. Must include three brushes.
- 3.1.4.2. Must be minimum height of 8.5".
- 3.1.4.3. Must have a solid cast base with rubber suction to hold firmly to bottom of sink.
- 3.1.4.4. Must include manufacturer's warranty.

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3.1.5. Cambro Model # BAR 650 Portable Bar or equal

- 3.1.5.1. Must be constructed of molded high-density polyethylene and foam injected polyurethane with a built-in bumper and access passage in the middle compartment for water line or electrical cord.
- 3.1.5.2. Must have four (4) each 6" swivel casters, two (2) with brakes on a molded aluminum chassis.
- 3.1.5.3. Must include an oversized minimum seven (7) bottle partitioned speed rail with towel grips.
- 3.1.5.4. Must have minimum eighty (80) pound ice sink with slide back cover and waste water bin.
- 3.1.5.5. Must have a detachable front that lifts off.
- 3.1.5.6. Must include manufacturer's warranty.

3.1.6. True Model #TBB-3 Permanent Bar, or equal;

- 3.1.6.1. Must have a black vinyl front and sides with stainless steel top/interior.
- 3.1.6.2. Must include two (2) doors and PVC coated interior shelving.
- 3.1.6.3. Must be 120VAC with a self-lubricating and sealed cast iron evaporator.
- 3.1.6.4. Must be a minimum of 66" wide by 26" deep and a maximum of 70" wide by 28" deep, due to space constraints.
- 3.1.6.5. Must have a minimum capacity of one hundred twelve (112) six (6) packs of twelve (12) ounce cans.
- 3.1.6.6. Must include installation and manufacturer's warranty.

3.1.7. Waring Model #WW250B Double Waffle Maker, or equal;

- 3.1.7.1. Must be 208VAC with a minimum 2700 watts and 13.0 amps with UL, CUL & NSF listing.
- 3.1.7.2. Must have non-stick plates with audio beep when finished cooking.
- 3.1.7.3. Must have power indicator LED lights with individual adjustable thermostats.
- 3.1.7.4. Must include manufacturer's warranty.

3.1.8. Vulcan Model #VACB36 Gas Char-broiler (Propane), or equal;

- 3.1.8.1. Must be a minimum 102,000 BTU's with a minimum 6-burners using LP gas at 17,000 BTU's per burner.
- 3.1.8.2. Must be a minimum of 33" wide by 28" deep and a maximum 36 1/8" wide and 31" deep, due to space constraints.
- 3.1.8.3. Must be a counter model with stainless steel front, sides, top trim and grease trough.
- 3.1.8.4. Must include a propane gas pressure regulator and heat deflector system to create cool zone in grease drawer.
- 3.1.8.5. Must include installation and manufacturer's warranty.

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3.1.9. Anets Model #14GS 14" Gas Fryer (Propane) or equal;

- 3.1.9.1. Must be propane gas fueled, with stainless steel construction, and a 14" Fry-pot.
- 3.1.9.2. Must be 15.5" wide and 31" deep due to size constraints.
- 3.1.9.3. Must have minimum 111,000 BTU's and be thermostatically controlled for efficiency with an open pot design.
- 3.1.9.4. Must have a minimum 1.25" full port valve to prevent clogging.
- 3.1.9.5. Must include installation and manufacturer's warranty.

3.1.10. Vulcan Model #VC55ED Double Convection Oven, or equal;

- 3.1.10.1. Must be 240VAC and a minimum 25,000 watts.
- 3.1.10.2. Must be a minimum 38" wide by 36" deep and maximum of 42" wide and 40" deep, due to space constraints.
- 3.1.10.3. Must have stainless steel top, sides, front and removable doors for cleaning.
- 3.1.10.4. Must include 1/2 HP oven blower motor and four (4) 8" legs with optional casters.
- 3.1.10.5. Must have a sixty (60) minute audible timer.
- 3.1.10.6. Must have minimum eleven (11) rack positions per oven.
- 3.1.10.7. Must include installation and manufacturer's warranty.

3.1.11. Duke Aerohot Model #E304SW Hot Food Unit 60" or equal;

- 3.1.11.1. Must be 240VAC with one 750-watt element in each of four (4) sealed wells.
- 3.1.11.2. Must have a minimum twenty (20) gauge stainless steel top with a 7" wide by 1/2" thick poly cutting board.
- 3.1.11.3. Must have an infinite control switch for each well and individual well drains with valves.
- 3.1.11.4. Must include installation and manufacturer's warranty.

3.1.12. True Model #TSSU-48-12D-2 Food Prep Table 48" or equal;

- 3.1.12.1. Must be stainless steel construction that is a minimum of 46" by 28" wide and a maximum of 50" wide by 32" deep, due to space constraints.
- 3.1.12.2. Must have one (1) door, two (2) drawers and insulated hood/lid;
- 3.1.12.3. Must include full length cutting board and 6-6th pans for each drawer;
- 3.1.12.4. Must be 120VAC refrigerated unit;
- 3.1.12.5. Must include installation and manufacturer's warranty.

3.1.13. True Model #TSSU-36-8 Food Prep Table 36" or equal;

- 3.1.13.1. Must be 120VAC refrigerated unit of stainless steel construction that is a minimum of 34" wide by 28" deep and a maximum of 38" wide by 32" deep, due to space constraints;
- 3.1.13.2. Must include a full length cutting board and 8-6th pans;

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- 3.1.13.3. Must have minimum two (2) doors, eight (8) food pans and two (2) shelves.
- 3.1.13.4. Must include installation and manufacturer's warranty.
- 3.1.14. Newage Model #1335 Refrigerator/Proofer Rack or equal;**
 - 3.1.14.1. Must be constructed of 1" X 1" X .70" wall tubing and must accommodate 13" x 18", 14" x 18" and 12" x 20" pans.
 - 3.1.14.2. Must be an open frame design and end loading.
 - 3.1.14.3. Must include four (4) 5" casters, two (2) with brake.
 - 3.1.14.4. Must be minimum eighteen (18) pan capacity.
 - 3.1.14.5. Must include installation and manufacturer's warranty.
- 3.1.15. Southbend Model #P36RAD Radiant Compact Broiler or equal;**
 - 3.1.15.1. Must be minimum 40,000 BTU's, four (4) burners 10,000 BTU's each using LP gas.
 - 3.1.15.2. Must be compatible to mount on Southbend 4601DD-2TR gas range.
 - 3.1.15.3. Must be radiant heat with dual control knobs.
 - 3.1.15.4. Must be of stainless steel construction with cool touch handle.
 - 3.1.15.5. Must have removable grease drawer and chrome plated cooking grates.
 - 3.1.15.6. Must be 36" wide and 15.5" deep due to size constraints.
 - 3.1.15.7. Must include installation and manufacturer's warranty.
- 3.1.16. Duke Model #714-PG 76" Pot Rack or equal;**
 - 3.1.16.1. Must be stainless steel construction and finish.
 - 3.1.16.2. Must be a minimum of 74" long by 22" deep and a maximum of 78" long by 26" deep.
 - 3.1.16.3. Must include 2-8' chains and twenty (20) hooks for suspension from ceiling mount.
 - 3.1.16.4. Must include manufacturer's warranty.
- 3.1.17. Vulcan Model #K6ETT KE Series Steam Kettle or equal;**
 - 3.1.17.1. Must be 240VAC with thermostatic temperature control.
 - 3.1.17.2. Must be UL Listed and NSF/ANSI certified.
 - 3.1.17.3. Must be stainless steel construction with removable elements for cleaning.
 - 3.1.17.4. Must have gallon/liter markings and 2-position tilt lock.
 - 3.1.17.5. Must be minimum 21" wide and 15" deep.
 - 3.1.17.6. Must include optional kettle stand.
 - 3.1.17.7. Must include manufacturer's warranty.
- 3.1.18. Alto-Sham Model #1000SK/II Halo Heat Slow Cook and Smoker Oven, or equal**
 - 3.1.18.1. Must be 240VAC, a minimum of 12.1 amps and 20-gauge stainless steel construction.

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- 3.1.18.2. Must be single deck and have thermostatic heat controls.
 - 3.1.18.3. Must be a minimum 120 lb. capacity with four (4) 3 ½" casters, two (2) with brake).
 - 3.1.18.4. Must be a minimum 23" wide by 31" deep by 40" high.
 - 3.1.18.5. Must include manufacturer's warranty.
- 3.1.19. Metro C5 3 Heated Holding/Proofing Cabinet or equal;**
- 3.1.19.1. Must be 120VAC and thermostat heat controlled.
 - 3.1.19.2. Must be equivalent to 2000 watts and 16.7 amps.
 - 3.1.19.3. Must be minimum 27" wide by 44" deep with an impact resistant polymer exterior.
 - 3.1.19.4. Must include field reversible door and Armortrade insulation.
 - 3.1.19.5. Must have a master on/off switch with power indicator lights.
 - 3.1.19.6. Must include manufacturer's warranty.
- 3.1.20. Globe Model #SP20 20 Quart Planetary Bench Mixer or equal;**
- 3.1.20.1. Must be 120VAC, 6 amps and a minimum 16" wide by 17" deep by 32" high and maximum of 20" wide by 21" deep by 36" high.
 - 3.1.20.2. Must have a minimum 1/2hp motor, high torque transmission, minimum three (3) fixed speeds and touch pad controls.
 - 3.1.20.3. Must be attachment ready with hub.
 - 3.1.20.4. Must have stainless steel bowl, bowl guard and cast-iron body with non-slip rubber feet.
 - 3.1.20.5. Must have automatic and manual mode.
 - 3.1.20.6. Must include whip, hook, and beater.
 - 3.1.20.7. Must include manufacturer's warranty.
- 3.1.21. Alfa Vacmaster Model #VP215 Vacuum Sealer or equal;**
- 3.1.21.1. Must be 120VAC and 4.2 amp 1/4hp rotary oil motor.
 - 3.1.21.2. Must have a seal bar that is a minimum 10" wide and maximum 12" wide.
 - 3.1.21.3. Must include manufacturer's warranty.
- 3.1.22. Robot Coupe Model #R2NS Food Processor or equal;**
- 3.1.22.1. Must be 120VAC, minimum 7 AMP and maximum 10 AMP.
 - 3.1.22.2. Must be a minimum 8" wide by 10" deep.
 - 3.1.22.3. Must include slicing discs, S-blade and stainless-steel bowl.
 - 3.1.22.4. Must be fan cooled, direct drive with minimum 3-quart capacity.
 - 3.1.22.5. Must include manufacturer's warranty.
- 3.1.23. KitchenAid Model #947-038 8 Quart Commercial Mixer or equal;**
- 3.1.23.1. Must be 120VAC, 500 watts, 1.3hp motor with ten (10) speeds.
 - 3.1.23.2. Must be minimum 13" wide by 14" deep.
 - 3.1.23.3. Must have stainless-steel bowl and guard.

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3.1.23.4. Must include manufacturer's warranty.

3.1.24. Matfer Model #215001 Mandolin or equal;

3.1.24.1. Must be 18/10 stainless steel construction.

3.1.24.2. Must include one of each tempered steel 1/8", 3/16", and 3/8" straight blade, and one of each tempered steel 1/8", 3/16", and 3/8" serrated blade, and one each one of each tempered steel 1/8", 3/16", and 3/8" julienne blade.

3.1.24.3. Must have all stainless-steel body and UL listing.

3.1.24.4. Must include manufacturer's warranty.

3.1.25. Vitamix Model #62827 64oz. Blender or equal;

3.1.25.1. Must be 120VAC, 11.5 amps minimum 2hp motor.

3.1.25.2. Must operate at a minimum of 37,000 RPM.

3.1.25.3. Must have variable power and speed controls.

3.1.25.4. Must include manufacturer's warranty.

3.1.26. Dynamic Model #MDH2000 30" Commercial Immersion Blender or equal;

3.1.26.1. Must be 120VAC, minimum of 460 watts.

3.1.26.2. Must be variable speed of 3000-9500 RPM.

3.1.26.3. Must have minimum 100-quart capacity.

3.1.26.4. Must include safety button.

3.1.26.5. Must include manufacturer's warranty.

3.1.27. True Model #TRCB-36 Drawered Refrigerator or equal;

3.1.27.1. Must be 120VAC and a minimum 5.5 amps with UL, NSF and CE listings.

3.1.27.2. Must be 36 3/8" wide by 32 1/8" deep due to size constraints and support a minimum of 700 pounds.

3.1.27.3. Must be stainless steel construction with a marine top to support grill safely.

3.1.27.4. Must include two (2) drawers, digital temperature display, and a 1/5hp 134A forced air refrigeration system.

3.1.27.5. Must be insulated to avoid heat transfer from above.

3.1.27.6. Must accommodate minimum one (1) full hotel pan and 3-6th pans in each drawer.

3.1.27.7. Must include four (4) 4" plate casters with locking front casters.

3.1.27.8. Must include installation and manufacturer's warranty.

3.1.28. Prairie View Model #W307236 Prep Table (w/2 Over shelves) or equal;

3.1.28.1. Must be stainless steel work top with a 6" backsplash.

3.1.28.2. Must have an all-aluminum frame and solid one-piece shelves.

3.1.28.3. Must be 48" long by 30" deep due to size constraints.

3.1.28.4. Must have undershelf and four (4) legs of stainless steel or galvanized construction.

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3.1.28.5. Must include manufacturer's warranty.

3.1.29. Berkel Model #829A Manual Slicer or equal;

- 3.1.29.1. Must be 120VAC and a minimum 2.9 amps.
- 3.1.29.2. Must be a minimum 28" wide by 21" deep with stainless steel and anodized aluminum construction.
- 3.1.29.3. Must include a 14" chromium plated carbon steel blade with hollow ground edge, blade guard and plate gauge interlock for safety.
- 3.1.29.4. Must have a 1-speed, ½ hp. totally enclosed and permanently lubricated knife motor with rotary on/off switch and power indicator light.
- 3.1.29.5. Must include a built-in top mounted dual stone sharpener.
- 3.1.29.6. Must include manufacturer's warranty.

3.1.30. Southbend Model #4601DD-2TR Range/Griddle (Propane) or equal;

- 3.1.30.1. Must be stainless steel construction and have a minimum 350,000 BTU's including 31,000 BTU's per each of six (6) range and 48,000 BTU's per each of two (2) griddle burners.
- 3.1.30.2. Must be a minimum of 58" wide by 32" depth and a maximum of 62" wide by 36" depth, due to space constraints.
- 3.1.30.3. Must be thermostat heat controlled griddle with battery spark ignition in oven.
- 3.1.30.4. Must have front manual gas shutoff and factory installed LP gas regulator.
- 3.1.30.5. Must include minimum ½" polished steel 24" griddle.
- 3.1.30.6. Must have four (4) casters.
- 3.1.30.7. Must have heavy duty back shelf to support Southbend Model #P36-RAD Salamander.
- 3.1.30.8. Must include installation and manufacturer's warranty.

3.1.31. True Model #914982 Double Shelves or equal;

- 3.1.31.1. Must be 36" long, stainless steel construction and include all mounting hardware.
- 3.1.31.2. Must be compatible with 36" True Food Prep Table Model #TSSU-36-8.
- 3.1.31.3. Must include manufacturer's warranty.

3.1.32. True Model #914983 Double Shelves or equal;

- 3.1.32.1. Must be 48" long, stainless steel construction and include all mounting hardware.
- 3.1.32.2. Must be compatible with 48" True Food Prep Table Model #TSSU-48-12D-2.
- 3.1.32.3. Must include manufacturer's warranty.

3.1.33. Duke Model #W700-9564DD Double Shelf 60" or equal;

- 3.1.33.1. Must be 60" long due to size constraints and stainless-steel construction.

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3.1.33.2. Must be compatible with Duke Aerohot Hot Food Unit Model #E304SW or equal.

3.1.33.3. Must include all mounting hardware.

3.1.33.4. Must include manufacturer's warranty.

3.1.34. Hatco Model #GRAH-36" Heat Lamp or equal;

3.1.34.1. Must be all aluminum housing and high wattage 120VAC.

3.1.34.2. Must be a minimum 800 watts.

3.1.34.3. Must include toggle switch and optional T-leg supports.

3.1.34.4. Must include manufacturer's warranty.

3.1.35. Hatco Model GRAH-48" Heat Lamp or equal;

3.1.35.1. Must be all aluminum housing and high wattage 120VAC;

3.1.35.2. Must be a minimum 1100 watts;

3.1.35.3. Must include toggle switch and optional T-leg supports;

3.1.35.4. Must include manufacturer's warranty.

3.1.36. Hatco Model GRAH-60" Heat Lamp or equal;

3.1.36.1. Must be all aluminum housing and high wattage 120VAC;

3.1.36.2. Must be a minimum 1400 watts;

3.1.36.3. Must include toggle switch and optional T-leg supports;

3.1.36.4. Must include manufacturer's warranty.

3.1.37. Krowne Metal Model #HS-15 Hand Sink

3.1.37.1. Must be 20-gauge stainless steel construction with a stamped rim on the bowl to prevent spills;

3.1.37.2. Must include a brass gooseneck faucet;

3.1.37.3. Must have a 1 1/2" stainless steel drain;

3.1.37.4. Must be a maximum 14" wide by 10" deep;

3.1.37.5. Must be wall mounted with knee operated hot/cold pedals;

3.1.37.6. Must include battery with minimum 1-year life and infrared sensors indicating "low battery" to ensure adequate hygiene;

3.1.37.7. Must have sealed waterproof construction around electronics;

3.1.37.8. Must include installation and manufacturer's warranty.

4. CONTRACT AWARD:

4.1. Contract Award: The Contract is intended to provide the West Virginia Division of Natural Resources with a purchase price for the 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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Douglas Equipment

Authorized Signature: Mandy Brown Date: 11/30/17

State of WV

County of Mercer, to-wit:

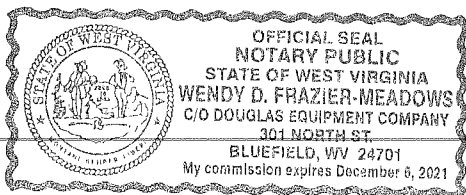
Taken, subscribed, and sworn to before me this 30th day of November, 2017.

My Commission expires December 6, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Wendy D Frazier-Meadows



VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Mandy Brown / Douglas Equipment Signed: Mandy Brown
Date: 11/30/17 Title: Bid Specialist

EXHIBIT A

ITEM #	ITEM DESCRIPTION	MANUFACTURE MAKE AND MODEL	UNIT PRICE	QUANTITY	EXTENDED PRICE
3.1.1	Nemco Model #1620A Soup warmer, or equal	Nemco 1620A	\$ 350.01	1	\$ 350.01
3.1.2	Central Model #435-088 Under bar sink, or equal	John Gas EUR35482	\$ 625.46	1	\$ 625.46
3.1.3	Waring Model #BB160 Bar blender, or equal	Waring B31100	\$ 145.25	1	\$ 145.25
3.1.4	Spillstop Model #543-00 Triple bar brush, or equal	Spill Stop 543-00	\$ 36.00	3	\$ 108.00
3.1.5	Cambro Model #BAR650 Portable bar, or equal	Cambro BAR-650	\$ 2404.87	1	\$ 2404.87
3.1.6	True Model #TBB-3 Permanent bar, or equal	True TBB-3	\$ 1944.54	1	\$ 1944.54
3.1.7	Waring Model #WW250B Double waffle maker, or equal	Waring WW250B	\$ 1045.95	1	\$ 1045.95
3.1.8	Vulcan Model #VACB36 Gas char-broiler (propane), or equal	Vulcan VACB36	\$ 2967.70	1	\$ 2967.70
3.1.9	Anets Model #14GS 14" Gas frier (propane), or equal	Anets 14GS	\$ 1336.90	1	\$ 1336.90
3.1.10	Vulcan Model #VC55ED Double convection oven, or equal	Vulcan VC 55ED	\$ 5477.70	1	\$ 5477.70
3.1.11	Duke Aero-hot Model #E3Q4SW Hot food unit 60", or equal	Duke E3Q4SW	\$ 2504.83	1	\$ 2504.83
3.1.12	True Model #TSSU-48-12D-2 Food prep table 48", or equal	True TSSU-48-12D-2	\$ 2934.09	1	\$ 2934.09
3.1.13	True Model #TSSU-36-8 Food prep table 36", or equal	True TSSU-36-8	\$ 2012.33	1	\$ 2012.33
3.1.14	Newage Model #1335 Refrigerator/proofer rack, or equal	Newage 1335	\$ 707.93	1	\$ 707.93
3.1.15	Southbend Model #P36RAD Radiant compact broiler, or equal	Southbend P36RAD	\$ 2185.85	1	\$ 2185.85

3.1.16	Duke Model #714-PG 76" Pot rack, or equal	Duke 71455	\$ 1090.83	1	\$ 1090.83
3.1.17	Vulcan Model #K6ETT KE Series steam kettle, or equal	Vulcan K6ETT	\$ 4009.43	1	\$ 4009.43
3.1.18	Alto-Sham Model #1000SK/II Halo heat slow cook and smoker oven, or equal	Alto-Sham 1000SK/II	\$ 5037.07	1	\$ 5037.07
3.1.19	Metro C5 3 Heated holding/proofing cabinet, or equal	Metro C539-C7-41	\$ 2785.98	1	\$ 2785.98
3.1.20	Globe Model #SP20 20 quart planetary bench mixer, or equal	Globe SP20	\$ 2012.25	1	\$ 2012.25
3.1.21	Alfa Vacmaster Model #VP215 vacuum sealer, or equal	Vacmaster VP215	\$ 724.90	1	\$ 724.90
3.1.22	Robot Coupe Model #R2NS Food processor, or equal	Robot Coupe R2NS	\$ 1146.73	1	\$ 1146.73
3.1.23	KitchenAid Model #947-038 8 quart commercial mixer, or equal	KitchenAid KSM8900	\$ 824.99	1	\$ 824.99
3.1.24	Matter Model #215001 mandolin, or equal	Matter 215001	\$ 174.16	1	\$ 174.16
3.1.25	Vitamix Model #62827 64oz. Blender, or equal	Vitamix 62827	\$ 436.90	1	\$ 436.90
3.1.26	Dynamic Model #MDH2000 30" Commercial Immersion blender, or equal	Dynamic MX2003.1	\$ 774.88	1	\$ 774.88
3.1.27	True Model #TRCB-36 Drawered refrigerator, or equal	True TRCB-36	\$ 3286.42	1	\$ 3286.42
3.1.28	Prarie View Model #W307236 Prep table (w/2overshelves), or equal	Prarie View W307236	\$ 120.65	1	\$ 120.65
3.1.29	Berkel Model #829A Manual slicer, or equal	Berkel 829A	\$ 2032.05	1	\$ 2032.05
3.1.30	Southbend Model #4601DD-2TR Range/Griddle (Propane), or equal	Southbend 4600DD-2TR	\$ 10516.49	1	\$ 10516.49
3.1.31	True Model #914982 Double shelves, or equal	True 914982	\$ 307.37	1	\$ 307.37
3.1.32	True Model #914983 Double shelves, or equal	True 914983	\$ 387.11	1	\$ 387.11

3.1.33	Duke Model #W700-9564DD Double shelf 60", or equal	DUKE 956-4-SEC	\$ 1267.19	1	\$ 1267.19
3.1.34	Hatco Model #GRAH-36 heat lamp, or equal	Hatco GRAH-36	\$ 310.75	1	\$ 310.75
3.1.35	Hatco Model #GRAH-48 heat lamp, or equal	Hatco GRAH-48	\$ 329.45	1	\$ 329.45
3.1.36	Hatco Model #GRAH-60 heat lamp, or equal	Hatco GRAH-60	\$ 354.75	1	\$ 354.75
3.1.37	Krowne Metal Model #HS-15 Hand Sink, or equal	Krowne HS-15	\$ 480.01	2	\$ 960.02
	Installation	Douglas Equipment	3300.00	1	3300.00
		TOTAL BID			\$ 105,417.78

Douglas Equipment
Vendor

Mandy Brown
Authorized Vendor Signature

11/30/17
Date

SOLICITATION NUMBER: ARFQ DNR1800000017

Addendum Number: No. 1

The purpose of this addendum is to modify the solicitation identified above to reflect the change (s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Respond to Vendors technical questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ARFQ DNR180000017

Hawks Nest New Kitchen/Restaurant Equipment

Technical Questions and Responses

Q1 - I attended the Non-Mandatory Pre-bid meeting held yesterday at the Hawks Nest State Park 3rd floor Dining area. Unfortunately no one at the Facility was aware of the meeting and no representative from the Procurement Office was there to lead the meeting. The Superintendent , the Asst. Superintendent and the manager of the dining area discussed with the attendees the work scope and provided a tour of the kitchen.

Park personnel were under the impression that the pre-bid meeting was to discuss new equipment as addressed in DNR180000017.

Some attendees had a copy of DNR180000018 for used equipment and others had DNR180000017 for new equipment resulting in a lot of confusion and no one to provide answers. Please provide direction. Do we bid all new as defined in DNR 18*17, all used as defined in DNR18*18 or can some be bid as new and some be bid as used.

A1 – This meeting was to discuss the work scope for the kitchen/restaurant in general, time and date had been confirmed prior to publication of solicitation. We are accepting bids for both solicitations, DNR180000017 (new kitchen/restaurant equipment) and DNR180000018 (used kitchen/restaurant equipment). During the evaluation, after bid closing, determination will be made based upon bid price and budget constraints on whether to pursue the award of “all used” or “all new” equipment.

Q2 – Could you let us know if the equipment will need gas hoses supplied by the awarded vendor, or if you will be using existing hoses? I do not see them spec'd on the bid documents.

A2 – All gas hoses should be new and provided by the awarded vendor. The new construction and replacement of gas supply is still ongoing and any discrepancy with the size of the gas hose provided by the vendor and supply line will be addressed by park maintenance at the time of installation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR180000017

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Douglas Equipment
Company

Mardy Brown
Authorized Signature

11/30/17
Date

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



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 386203

Document Description : Hawks Nest New Kitchen/Restaurant Equipment

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-17	2017-11-30 13:30:00	ARFQ 0310 DNR1800000017	2	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE
 James R Jones
 (304) 558-3397
 james.r.jones@wv.gov

Signature X *Mandy Brown* FEIN # *55-0585890* DATE *11/30/17*

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

ADDITIONAL INFORMATION:

Addendum No. 1 is issued to publish and distribute Vendor Questions and Answers to the Vendor community.

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Parks Section (Hawks Nest State Park), to establish a contract for the one-time purchase, and installation, of various kitchen/restaurant equipment, per the bid requirements, specifications, terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Nemco Model #1620A Soup warmer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Sinks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
30181504			

Extended Description

Central Model #435-088 Under bar sink, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description
Waring Model #BB160 Bar blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	Sterilization cleaning brushes	3.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
42281709			

Extended Description
Spillstop Model #543-00 Triple bar brush, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Restaurant furniture	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48102000			

Extended Description

Cambro Model #BAR650 Portable bar, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	Restaurant furniture	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48102000			

Extended Description

True Model #TBB-3 Permanent bar, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT		SUPERINTENDENT	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
HAWKS NEST STATE PARK		HAWKS NEST STATE PARK	
PO BOX 857		49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	Commercial use waffle irons	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101526			

Extended Description

Waring Model #WW250B Double waffle maker, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	Commercial use broilers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101503			

Extended Description

Vulcan Model #VACB36 Gas char-broiler (propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	Commercial use deep fryers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101509			

Extended Description

Anets Model #14GS 14" Gas frier (propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	Commercial use convection ovens	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101507			

Extended Description

Vulcan Model #VC55ED Double convection oven, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Duke Aeroheat Model #E304SW Hot food unit 60", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description

True Model #TSSU-48-12D-2 Food prep table 48", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
13	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description

True Model #TSSU-36-8 Food prep table 36", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
14	Domestic cooling racks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52151614			

Extended Description

Newage Model #1335 Refrigerator/proofer rack, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
15	Commercial use broilers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101503			

Extended Description

Southbend Model #P36RAD Radiant compact broiler, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
16	Drying racks	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
41122805			

Extended Description

Duke Model #714-PG 76" Pot rack, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
17	Commercial use jacketed tilting kettle	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101542			

Extended Description

Vulcan Model #K6ETT KE Series steam kettle, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
18	Commercial use smokers or smoke ovens	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101523			

Extended Description

Alto-Sham Model #1000SK/II Halo heat slow cook and smoker oven, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
19	Commercial use food warmers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101510			

Extended Description

Metro C5 3 Heated holding/proofing cabinet, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
20	Commercial use mixers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101608			

Extended Description

Globe Model #SP20 20 quart planetary bench mixer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
21	Vacuum Bag Sealer	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52141540			

Extended Description

Alfa Vacmaster Model #VP215 vacuum sealer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
22	Commercial use food processors	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101612			

Extended Description

Robot Coupe Model #R2NS Food processor, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
23	Commercial use mixers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101608			

Extended Description

KitchenAid Model #947-038 8 quart commercial mixer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
24	Domestic mandolin	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52151626			

Extended Description

Matfer Model #215001 mandolin, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD	
ANSTED	WV25812-0857	ANSTED	WV 25812-0857
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
25	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description

Vitamix Model #62827 64oz. Blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
26	Commercial use blenders	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101601			

Extended Description

Dynamic Model #MDH2000 30" Commercial immersion blender, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
27	Refrigerated storage	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
78131801			

Extended Description

True Model #TRCB-36 Drawered refrigerator, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
28	Sinks	2.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
30181504			

Extended Description
Krowne Metal Model #HS-15 Hand Sink, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
29	Food preparation table	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
52152204			

Extended Description
Prairie View Model #W307236 Prep table (w/2overshelves), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
30	Commercial use food slicers	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101616			

Extended Description

Berkel Model #829A Manual slicer, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
31	Commercial use griddles	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101511			

Extended Description

Southbend Model #4601DD-2TR Range/Griddle (Propane), or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED WV25812-0857 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED WV 25812-0857 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
32	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description

True Model #914982 Double shelves, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
33	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description
True Model #914983 Double shelves, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
34	Shelf partition	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
24112406			

Extended Description
Duke Model #W700-9564DD Double shelf 60", or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
35	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-36 heat lamp, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
36	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-48 heat lamp, or equal

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK PO BOX 857 ANSTED US	WV25812-0857	SUPERINTENDENT DIVISION OF NATURAL RESOURCES HAWKS NEST STATE PARK 49 HAWKS NEST PARK RD ANSTED US	WV 25812-0857

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
37	Commercial use heat lamps	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
48101513			

Extended Description

Hatco Model #GRAH-60 heat lamp, or equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory pre-bid meeting 2:00 PM EST	2017-11-13

	Document Phase	Document Description	Page
DNR180000017	Final	Hawks Nest New Kitchen/Restaurant Equipment	18 of 18

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CERTIFICATE OF LIABILITY INSURANCE

DOUF001 OP ID: BSTU

DATE (MM/DD/YYYY)
11/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Community Ins. Services One Stafford Commons PO Box 5069 Princeton, WV 24740	CONTACT NAME: Brenda Sturgill, AAI, ACSR PHONE (A/C, No, Ext): 304-431-7035 FAX (A/C, No): 304-431-9090 E-MAIL ADDRESS: bsturgill@fcis.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Co.</td> <td>24112</td> </tr> <tr> <td>INSURER B : THE HARTFORD</td> <td>0091</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Co.	24112	INSURER B : THE HARTFORD	0091	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Douglas Food Stores, Inc. DBA Douglas Equipment Laurence & Patricia Douglas 301 North Street Bluefield, WV 24701														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BOP 4533485	03/20/2017	03/20/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Business Owners <input checked="" type="checkbox"/> Package GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CWP 4533895	03/20/2017	03/20/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BOP 4533485	03/20/2017	03/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BOP 4533485	03/20/2017	03/20/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		40WECLV4622	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Prop			CWP 4533895	03/20/2017	03/20/2018	Job Site 131,500 Catastrop 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

WVDNATU

WV Div. of Natural Resources
 Hawks Nest State Park
 49 Hawks Nest Park Road
 Ansted, WV 25812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV008722

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

DOUGLAS FOOD STORES INC
DBA DOUGLAS EQUIPMENT
301 NORTH ST
BLUEFIELD, WV 24701-4048

Date Issued

Expiration Date

OCTOBER 20, 2017

OCTOBER 20, 2018

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond Number N/A

KNOW ALL MEN BY THESE PRESENTS, that we
301 North Street
Bluefield, WV 24701

Douglas Food Stores, Inc. dba Douglas
Equipment
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
175 Berkeley Street
Boston, MA 02116

Liberty Mutual Insurance Company
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Massachusetts
as Surety, hereinafter called the Surety, are held and firmly bound unto State of WV Division of Natural Resources
324 4th Ave
South Charleston, WV 25303
(Here insert full name and address or legal title of Owner)
(Hawks Nest State Park)

as Obligee, hereinafter called the Obligee, in the sum of 5 % of the amount bid not to exceed
Five Percent of Amount Bid***** Dollars (\$ 5% of Amount Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for Hawks Nest State Park
Ansted, WV
(Here insert full name and address and description of project)

Project/Invitation No. DNR180000017

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in
full force and effect.

Signed and sealed this 30th day of November, 2017

(Witness)

Douglas Food Stores, Inc. dba Douglas Equipment

(Principal) (Seal)

(Title) Secretary

(Witness)

Liberty Mutual Insurance Company

(Surety) (Seal)

(Title) Attorney-In-Fact
A.M. DiGeronimo

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7780044

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, A.M. DiGeronimo; Colin Y. Tunny

all of the city of Norcross, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of November, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.