

EXHIBIT A – Pricing Page
ARFQ DCR250000090
Gorilla Trays & Plastic Transport Carts or Equal

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.2	Gorilla trays or equal	12/CS	10	\$ 328.94	\$ 3,289.40
3.3	JonesZylon Company TC-49 ENCL Medium, Enclosed, Tray Transport Carts or equal	EA	2	\$ 5,972.59	\$ 11,945.18
		Overall Total Cost		\$	15,234.58

Vendor must complete and return this Pricing Page.	
Any product or service not on the Agency provided Pricing Page will not be allowable. The State cannot accept an alternate Pricing Page, failure to use Exhibit A Pricing Page will lead to disqualification of vendor's bid. No future use of the Contract or any individual item is guaranteed or implied. A no <u>bid entered in the Pricing Page will result in Vendor's bid being disqualified.</u>	
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.	
BIDDER /VENDOR INFORMATION:	
Vendor Name:	Douglas Equipment
Address:	301 North Street
City, St. Zip:	Bluefield, WV 24701
Phone No.:	304-327-2951
Email Address:	nathan@douglasequipment.us

Vendor Signature:

Date:

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ☒ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Douglas Equipment Signed: [Signature]
 Date: 04/02/2025 Title: president

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

REQUEST FOR QUOTATION
ARFQ 0608 DCR2500000090
GORILLA TRAYS & TRANSPORT CARTS OR EQUAL

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation to establish a one-time purchase contract for Gorilla Trays and JonesZylon Company Transport Carts or equal at the Anthony Correctional Center & Jail located at 313 Anthony Center Dr, White Sulphur Springs, WV 24986.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the WV Division of Administrative Services.
 - 2.4 **“Agency”** means the agency of the State of West Virginia listed on the specifications for procurement of goods or services under this contract.
 - 2.5 **“Facility”** means the agency of the State of West Virginia listed on the specifications for procurement of goods or services under this contract.
 - 2.6 **“Unit”** means the smallest measurable amount of an item and is identified on the Pricing Pages in the unit column. The Unit will only be utilized for bid evaluation purposes.
 - 2.7 **“Unit Price”** means the price of an individual unit of an item as shown on the Pricing Page.
 - 2.8 **“Trays”** means the dishware for the facility the inmates will use for meals.
 - 2.9 **“Transport Carts”** means the rolling cart used in distribution of the meals to the inmates.
 - 2.10 **“FDA”** means the U.S. Food & Drug Administration.

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2.11 “FDA requirements as a multi-use product for public food service” means the FDA multi-use for food-contact surfaces must be smooth, free of breaks, open seams, cracks, chips, inclusions, pits, and similar imperfections. In addition, the FDA multi-use for food-contact surfaces must be free of sharp internal angles, corners, and crevices; the FDA multi-use for food-contact surfaces must be finished to have smooth welds and joints.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor must provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vendor must provide Gorilla trays or equal. – Items must meet or exceed the mandatory requirements listed below.

3.1.1.1 Trays must be PRTS-6000 or equal.

3.1.1.2 Trays must be six compartment trays with the dimensions of 15-1/4” x 13-1/2” x 2-3/8”.

3.1.1.3 Trays must have compartments of tray as follows with layout of each tray as 15.5 oz, 11.75 oz, 6 oz, 6 oz, 11.75 oz, & 15.5 oz.

3.1.1.4 Trays must be material blend for superior impact resistance and durability.

3.1.1.5 Trays must have interior bead around perimeter for added strength.

3.1.1.6 Trays must have interior area completely filled for the inside of each tray. If the interior is foam, the interior foam must be modified to repel moisture.

3.1.1.7 Trays must have corner plug for the trays welded in to ensure long lasting seal.

3.1.1.8 Trays must have compartments individually seal when stacked and keep hot food hot/cold food cold.

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GORILLA TRAYS & TRANSPORT CARTS OR EQUAL

3.1.1.9 Trays must be insulated.

3.1.1.10 Trays must have impact resistance and durability.

3.1.1.11 Trays must be dishwasher safe trays with a temperature range -40°fahrenheit to 190°fahrenheit.

3.1.1.12 Trays must meet FDA requirements as a multi-use product for public food service.

3.1.2 Vendor must provide JonesZylon Company TC-49A ENCL Medium, Enclosed, Tray Transport Carts or equal – Items must meet or exceed the mandatory requirement listed below.

3.1.2.1 Transport carts must have dimensions as 52.88” length x 52.44” height x 33.75” depth for each cart.

3.1.2.2 Transport carts must have ninety compartment transport carts.

3.1.2.3 Transport carts must include transport area for insulated trays below inside transport cart and drinks/misc. transport area on top of transport cart for transport from kitchen to in-cell feeding area.

3.1.2.4 Transport carts must have each compartment be at least 15-1/4” x 13-1/2” x 2-3/8”, large enough to hold a PRTS-6000 gorilla tray or equal.

3.1.2.5 Transport carts must be all welded aluminum.

3.1.2.6 Transport carts must have 6” poly casters (2 swivel with brake, 2 fixed).

3.1.2.7 Transport carts must have 3 sided top rail that doubles as handles.

3.1.2.8 Transport carts must have stainless steel dropdown latch and be padlock-able.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

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- 4.2 Pricing Pages:** Vendor should complete the Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so will result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Page through wvOasis, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following email address: erin.a.webb@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WV Division of Administrative Services.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination

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to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

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

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

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2025

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 have **ADDITIONAL INSURED** provisions or 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 Bearing Insurance Group, LLC P. O. Box 9953 Glen Allen VA 23058	CONTACT NAME: Cynthia Crews PHONE (A/C, No, Ext): 540-735-1702 E-MAIL ADDRESS: ccrews@bankersinsurance.net FAX (A/C, No): 800-899-0146														
License#: 6387078 DOUGEQU-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Westfield National Insurance Company</td><td>24120</td></tr><tr><td>INSURER B: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C: Employers Assurance Company</td><td>25402</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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield National Insurance Company	24120	INSURER B: Westfield Insurance Company	24112	INSURER C: Employers Assurance Company	25402	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Douglas Equipment, Douglas Food Stores, Inc. dba Douglas Equipment 301 North Street Bluefield WV 24701															

COVERAGES**CERTIFICATE NUMBER:** 2062152239**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BOP4533485	3/20/2025	3/20/2026	EACH OCCURRENCE \$ 1,000,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BOP4533485	3/20/2025	3/20/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			BOP4533485	3/20/2025	3/20/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	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 <input type="checkbox"/>	N / A	EIG458882804	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Broad Form E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation			BSP145024Q	3/20/2025	3/20/2026	Any One Location Limit Per Disaster 143,500 287,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laurence Douglas and Patricia Douglas are excluded from Workers Compensation coverage

CERTIFICATE HOLDER**CANCELLATION**

"For Information Only"

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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Quote

04/09/2025

Project:

25-1258 - Anthony Correctional
Center, WV

From:

Douglas Equipment
Nathan Pettus
301 North St.
Bluefield , WV 24701-4048
304-327-0149

Job Reference Number: 153279

*** These prices do **NOT** include any applicable state Sales Tax. ***

Item	Qty	Description	Sell	Sell Total
1	2 ea	CART Jones Zylon Model No. MTC-TC-49A MTC-TC-49A HD ENCL MEAL TRANS CART	\$5,972.59	\$11,945.18
ITEM TOTAL:				\$11,945.18
2	10 cs	TRAY Jones Zylon Model No. PRTS-6000 Packed cs PRTS-6000 INSULATED TRAY CHOC BROWN 12/CS	\$328.94	\$3,289.40
ITEM TOTAL:				\$3,289.40
Total				\$15,234.58

-BID ALL OR NOTHING

-PRICING VALID FOR 30 DAYS

-PLEASE ADD 3% FOR CREDIT CARD PURCHASES

-DOES NOT INCLUDE STATE SALES TAX WHERE APPLICABLE

-SHIPPING INCLUDED BASED OFF OF THE QUANTITY AND LOCATION REQUESTED.

IF ORDER REFLECTS A DIFFERENT QUANTITY OR LOCATION,
PRICE IS SUBJECT TO CHANGE AT CUSTOMERS EXPENSE.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$15,234.58