

**Exhibit A - Pricing Page  
ARFQ 0608 DCR2400000135**

**Metal Storage Container - South Central Regional Jail**

Labor Quote Item #	Description	Unit of Measure	Quantity
<b>3.1.1</b>	<b>20' Metal Storage Container</b>	<b>Each</b>	<b>1</b>

**Total Over**

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its ent  
Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqual*

<b>Bidder/Vendor Information:</b>		
Name:	Bizon Group,Inc.	
Address:	95 D'Arcy pkwy, Lathrop,CA,95330	
Phone No.:	510-338-4145	
Fax No.:		
Email Address:	<a href="mailto:bid@conexwest.com">bid@conexwest.com</a>	
Authorized Signature	Liudmila Terteaс	

**NOTES:**



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**Metal Storage Containers**

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**SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security Division of Administrative Services on behalf of the WV Division of Corrections and Rehabilitation, is soliciting bids for the South Central Regional Jail & Correctional Facility, to establish a contract for the one- time purchase of one (1), 20' Metal Storage Container.

**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”** means the list of items identified in Section 3.1 below and on the Pricing Page.

**2.2 “Pricing Page”** 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 Division of Administrative Services.

**2.4 “Agency”** means Division of Administrative Services.

**2.5 “Facility”** means “SCRJ” or South Central Regional Jail.

**2.6 “Vendor”** means any entity submitting a bid in response to the Solicitation.

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below for one (1) – 20' Metal Storage Container as described below for SCRJ located at 1001 Centre Way, Charleston, WV, 25309.

**3.1.1 Contract Item #1: 20' – Metal Storage Containers – WRJ**

**3.1.1.1** Must provide a quantity of one (1).

**3.1.1.2** Must be 14-Gauge Steel Construction or Equal.

**3.1.1.3** Must be twenty (20') feet in length – Exterior.

**3.1.1.4** Must be eight (8') feet in width – Exterior.

**3.1.1.5** Must be eight feet six inch (8'6”) in height – Exterior.

**3.1.1.6** Must be lockable.

**3.1.1.7** Must be waterproof.

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- 3.1.1.8** Must contain **NO** windows.
- 3.1.1.9** Must have 14-Guage Steel Doors with a seven foot eight and one quarter inch (7' 81/4") opening.
- 3.1.1.10** Color must be available in beige.
- 3.1.1.11** **Must be delivered to the facility:**  
South Central Regional Jail (SCRJ)  
1001 Centre Way  
Charleston WV, 25309

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded by each individual Line Item per the Extended Cost meeting the required specifications as shown on Exhibit A - Pricing Page.

**4.2 Pricing Page:** Vendor must complete the Pricing Page by providing a unit cost for the Contract Items listed in section 3.1.1 of the specifications. Vendor must include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. Vendor must complete the Pricing Page in their entirety as failure to do so will result in Vendor's bids being disqualified. A no bid entered on the Pricing Page will result in Vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page will lead to disqualification of vendors bid.

Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document 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 to proceed. Vendor shall deliver the Contract Items within ten (10) working days after receiving a purchase order or notice to proceed. Contract Item #1 must be delivered to SCRJ located at 1001 Centre Way, Charleston, WV, 25309.

**6.2 Late Delivery:** The Facility 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 the Facility will be grounds for cancellation

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of the Contract, and/or obtaining the Contract Items from a third party.

**6.3 Return of Unacceptable Items:** If the Facility 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 Facility to arrange for the return and reimburse Facility for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Facility with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Facility's location. The returned product shall either be replaced, or the Facility shall receive a full credit or refund for the purchase price, at the Facility's discretion.

**6.4 Return Due to Agency Error:** Items ordered in error by the Facility 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 Items 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.

## 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

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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.

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<b>Contract Manager:</b>	Liudmila Terteac
<b>Telephone Number:</b>	510-338-4145
<b>Fax Number:</b>	
<b>Email Address:</b>	liudmila.t@conexwest.com

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<b>Fax Number:</b>	
<b>Email Address:</b>	