EXHIBIT A – Pricing Page
ARFQ DCR2500000114
Transport Carts or Equal

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	JonesZylon Company TC-49 ENCL Medium, Enclosed, Tray Transport Carts or equal	EA	2	$ 8,141.63	$ 16,283.26
		Overall Total Cost		$ 16,283.26	

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 bid entered in the Pricing Page will 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.

BIDDER /VENDOR INFORMATION:

Vendor Name:	Sam Tell & Son Inc
Address:	300 Smith St
City, St. Zip:	Farmingdale, NY 11735
Phone No.:	631-501-9700
Email Address:	GovernmentSales@samtell.com

Vendor Signature: **Date: 6/20/25**

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 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.

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

3.1.1.1 Transport carts must have dimensions as 52.88" length x 52.44" height x 33.75" depth for each cart.
3.1.1.2 Transport carts must have ninety compartment transport carts.
3.1.1.3 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.
3.1.1.4 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.
3.1.1.5 Transport carts must be all welded aluminum.
3.1.1.6 Transport carts must have 6" poly casters (2 swivel with brake, 2 fixed).
3.1.1.7 Transport carts must have 3 sided top rail that doubles as handles.
3.1.1.8 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.

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 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.

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:	Lisa Newman
Telephone Number:	631-501-9700
Fax Number:	631-501-9709
Email Address:	GovernmentSales@Samtell.com