

To confirm,

Monmouth Solutions, Inc.

will provide and deliver (9) total

20' containers to the (two) locations

requested by the buyer.

We only have access to flatbeds

so we cannot provide unloading of

the containers. Please feel free to

reach out with any comments, questions,

or concerns. Thank you!

Anthony Farelli

*Anthony Farelli*

Sales Coordinator

03/20/2023

**EXHIBIT A – Pricing Page  
ARFQ 0608 DCR2300000161  
Metal Storage Containers**

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Contract Item #1: 20' – Metal Storage Containers SWRJ	Each	5	\$ 4850 -	\$ 24,250 -
3.1.2	Contract Item #2: 20' – Metal Storage Containers TVRJ	Each	4	\$ 4850 -	\$ 19,400 -

**Please note: This information is being captured for auditing purposes.**  
**Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid 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:**

<b>Vendor Name:</b>	Monmouth Solutions, Inc.
<b>Address:</b>	93 Butman Road
<b>City, St. Zip:</b>	Lowell, MA 01852
<b>Phone No.:</b>	(978) 427 - 4755
<b>Email Address:</b>	anthony@monmouthsolutions.com

  
 \_\_\_\_\_  
**Vendor Signature:**

03/20/2023  
 \_\_\_\_\_  
**Date:**



**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security Division of Administrative Services on behalf of the Division of Corrections and Rehabilitation (DCR), is soliciting bids for Southwestern Regional Jail (SWRJ) and Tygart Valley Regional Jail (TVRJ), to establish a one-time contract for the purchase of nine (9) total, 20' Metal Storage Containers, five (5) for SWRJ and four (4) for TVRJ.

INVOICE TO	SHIP TO
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SOUTH WESTERN REGIONAL JAIL 1300 GASTON CAPERTON RD	SOUTH WESTERN REGIONAL JAIL 1300 GASTON CAPERTON RD
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HOLDEN	WV	HOLDEN	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1: 20' - Metal Storage Containers - SWRJ	5.00000	EA	\$4850.00	\$24,250.00

Comm Code	Manufacturer	Specification	Model #
24110000			

**Extended Description:**  
see specifications for details

INVOICE TO	SHIP TO
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TYGART VALLEY REGIONAL JAIL 400 ABBEY RD	TYGART VALLEY REGIONAL JAIL 400 ABBEY RD
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BELINGTON	WV	BELINGTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2: 20' - Metal Storage Containers - TVRJ	4.00000	EA	\$4850.00	\$19,400.00

Comm Code	Manufacturer	Specification	Model #
24110000			

**Extended Description:**  
see specifications for details

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions due by 2:00pm EST	2023-03-16

	Document Phase	Document Description	Page 3
DCR2300000161	Final	Metal Storage Containers - 20' x 8' x 8'6"	\$ 43,650.00

**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.**

Anthony Farelli, Sales Coordinator  
(Name, Title)  
Anthony Farelli, Sales Coordinator  
(Printed Name and Title)  
93 Butman Road, Lowell, MA 01852  
(Address)  
(978) 382-7099  
(Phone Number) / (Fax Number)  
anthony@monmouthsolutions.com  
(E-mail 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.

Monmouth Solutions, Inc.  
(Company)  
Anthony Farelli  
(Authorized Signature) (Representative Name, Title)  
Anthony Farelli, Sales Coordinator  
(Printed Name and Title of Authorized Representative)  
03/20/2023  
(Date)  
(978) 382-7099  
(Phone Number) (Fax Number)

**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 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.

Monmouth Solutions, Inc.  
Company  
[Signature]  
Authorized Signature  
03/20/2023  
Date

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

**REQUEST FOR QUOTATION**  
**ARFQ DCR230000161**  
**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 Division of Corrections and Rehabilitation (DCR), is soliciting bids for Southwestern Regional Jail (SWRJ) and Tygart Valley Regional Jail (TVRJ), to establish a one-time contract for the purchase of nine (9) total, 20' Metal Storage Containers, five (5) for SWRJ and four (4) for TVRJ.
- 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 “SWRJ” or Southwestern Regional Jail. “TVRJ” or Tygart Valley 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 Item must meet or exceed the mandatory requirements listed below for five (5) – 20' Metal Storage Containers as described below for SWRJ located at 1300 Gaston Caperton Road, Holden WV, 25625, and four (4) – 20' Metal Storage Containers as described below for TVRJ located at 400 Abbey Road, Belington WV, 26250.
    - 3.1.1 Contract Item #1: 20' – Metal Storage Containers – SWRJ**
      - 3.1.1.1** Must provide a quantity of five (5).
      - 3.1.1.2** Must be 14-Guage 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.
      - 3.1.1.8** Must contain **NO** windows.



**REQUEST FOR QUOTATION  
ARFQ DCR230000161  
Metal Storage Containers**

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**3.1.1.9** Must have 14-Guage Steel Doors with a seven foot eight and one quarter inch (7' 8 1/4") opening.

**3.1.1.10** **Must be delivered to the facility:**  
Southwestern Regional Jail (SWRJ)  
1300 Gaston Caperton Road  
Holden WV, 25625

**3.1.2** **Contract Item #2: 20' – Metal Storage Containers – TVRJ**

**3.1.2.1** Must provide a quantity of four (4).

**3.1.2.2** Must be 14-Guage Steel Construction or Equal.

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

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

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

**3.1.2.6** Must be lockable.

**3.1.2.7** Must be waterproof.

**3.1.2.8** Must contain **NO** windows.

**3.1.2.9** Must have 14-Guage Steel Doors with a seven foot eight and one quarter inch (7' 8 1/4") opening.

**3.1.2.10** **Must be delivered to the facility:**  
Tygart Valley Regional Jail (TVRJ)  
400 Abbey Road  
Belington WV, 26250

**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 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 and 3.1.2 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.

**REQUEST FOR QUOTATION**  
**ARFQ DCR230000161**  
**Metal Storage Containers**

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**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 SWRJ at 1300 Gaston Caperton Road, Holden WV, 25625; Contract Item #2 must be delivered to TVRJ at 400 Abbey Road, Belington WV, 26250.

**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 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.

**REQUEST FOR QUOTATION  
ARFQ DCR230000161  
Metal Storage Containers**

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**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 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.

Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Anthony Farelli
<b>Telephone Number:</b>	(978) 427-4755
<b>Fax Number:</b>	NA
<b>Email Address:</b>	anthony@monmouthsolutions.com

STATE OF WEST VIRGINIA  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract 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.

**ALL CONTRACTS:** Under W. Va. Code § 15A-3-14, 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Marmouth Solutions, Inc.

Authorized Signature: [Signature] Date: 03/20/2023

State of Massachusetts ~~Florida~~

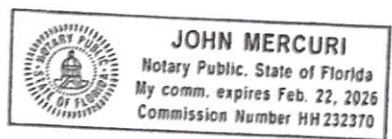
County of Hillsborough, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of March, 2023.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]  
Purchasing Affidavit (Revised 03/09/2019)

Butman Road  
ell, MA 01852  
8) 427-4755

Received From  
Nichole Prouse  
3/23/2023 at 11:45am  
Thomas Hymes  
*[Signature]*

DIV. OF ADMINISTRATIVE SERVICES  
1224 SMITH ST  
CHARLESTON WV 25301  
P: YELLOW S: 13007  
LEON -- 3243  
1Z7AY2B1D200418  
117900K  
8526  
X

ARFQ DCR23#161

West Virginia Department of Homeland Security  
Div. of Administrative Services  
Attn: Thomas Hymes  
1124 Smith St., Second Floor, Suite 2100  
Charleston, WV 25301

SHIP TO:  
THOMAS HYMES  
9783827099  
DIV. OF ADMINISTRATIVE SERVICES  
1224 SMITH STREET  
CHARLESTON WV 25301

SHIP TO:  
CORINNA LAYTON  
6175672650  
MONMOUTH SOLUTIONS  
10 KIMBALL LANE  
LYNNFIELD MA 01940

0.5 LBS LTR 1 OF 1

ARFQ DCR 23 X 161

WV 253 9-50

UPS 2ND DAY AIR 2

TRACKING #: 1Z7AY284 02 9663 8526

BILLING: P/P

XOL 23.02.02 NV/IS 12.0A.03/2023\*