



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 11-29-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0511 2545 HHRMOVE22B 1	Procurement Folder:	1141051
Document Name:	MOVING SERVICES	Reason for Modification:	
Document Description:	MOVING SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-12-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000200066 EVANS TRANSFER & MOVERS INC PO BOX 2324 CLARKSBURG WV 263022324 US Vendor Contact Phone: 304-592-2765 Extension:	Requestor Name: George L. Montgomery Requestor Phone: (304) 957-0217 Requestor Email: george.l.montgomery@wv.gov																				
Discount Details:	23 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

CH 11/29/22

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tara</i> 1/9/2023
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John & Grace</i>
ELECTRONIC SIGNATURE ON FILE

1/13/2023

ENCUMBRANCE CERTIFICATION
DATE: <i>1/13/2023</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, EVANS TRANSFER & MOVERS INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), INTO AN OPEN-CONTRACT TO PROVIDE MOVING SERVICES PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM ISSUED ON 10/13/2022, AND THE VENDOR'S BID DATED 10/25/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78101802			HOUR	12.500000
	Service From	Service To			

Commodity Line Description: Automobile with capacity for 6 individuals - Hourly Rate

Extended Description:

Automobile with capacity for 6 individuals per Estimated Hourly Rate.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	78101802			MILE	0.370000
	Service From	Service To			

Commodity Line Description: Automobile with capacity for 6 individuals

Extended Description:

Automobile with capacity for 6 individuals

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	78101802			DAY	22.000000
	Service From	Service To			

Commodity Line Description: Automobile with capacity for 6 individuals - Temp Storage

Extended Description:

Automobile with capacity for 6 individuals - Temp Storage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	78101802			HOUR	32.750000
	Service From	Service To			

Commodity Line Description: Cargo Van < 12 ft.

Extended Description:

Cargo Van < 12 ft.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	78101802			MILE	0.470000
	Service From	Service To			

Commodity Line Description: Cargo Van < 12 ft.

Extended Description:

Cargo Van < 12 ft.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	78101802			DAY	52.000000
	Service From	Service To			

Commodity Line Description: Cargo Van < 12 ft. Temporary Storage

Extended Description:
Cargo Van < 12 ft. Temporary Storage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	78101802			HOUR	47.500000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' Hourly Rate

Extended Description:
Box Truck 12' to 19' Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	78101802			MILE	0.570000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' Mileage

Extended Description:
Box Truck 12' to 19' Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	78101802			DAY	130.000000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' Temporary Storage

Extended Description:
Box Truck 12' to 19' Temporary Storage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	78101802			HOUR	52.750000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' w/liftgate Hourly Rate

Extended Description:
Box Truck 12' to 19' w/liftgate Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	78101802			MILE	0.570000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' w/liftgate Mileage

Extended Description:
Box Truck 12' to 19' w/liftgate Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	78101802			DAY	130.000000
	Service From	Service To			

Commodity Line Description: Box Truck 12' to 19' w/liftgate Temp Storage/Day

Extended Description:
Box Truck 12' to 19' w/liftgate Temp Storage/Day

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	78101802			HOUR	77.500000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' Hourly Rate

Extended Description:
Box Truck 20' to 25' Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	78101802			MILE	0.750000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' Mileage Rate

Extended Description:
Box Truck 20' to 25' Mileage Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	78101802			DAY	275.000000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' Storage Rate

Extended Description:
Box Truck 20' to 25' Storage Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	78101802			HOUR	100.000000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' w/Liftgate Hourly Rate

Extended Description:
Box Truck 20' to 25' w/Liftgate Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	78101802			MILE	0.750000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' w/Liftgate Mileage

Extended Description:
Box Truck 20' to 25' w/Liftgate Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	78101802			DAY	275.000000
	Service From	Service To			

Commodity Line Description: Box Truck 20' to 25' w/Liftgate
Storage Days

Extended Description:
Box Truck 20' to 25' w/Liftgate
Storage Days

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	78101802			HOUR	125.000000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' Hourly Rate

Extended Description:
Box Truck 26' to 30' Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	78101802			MILE	0.850000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' Mileage

Extended Description:
Box Truck 26' to 30' Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	78101802			DAY	325.000000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' Storage

Extended Description:
Box Truck 26' to 30' Storage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	78101802			HOUR	150.000000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' w/Liftgate Hourly Rate

Extended Description:
Box Truck 26' to 30' w/Liftgate Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	78101802			MILE	0.850000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' w/Liftgate Mileage

Extended Description:
Box Truck 26' to 30' w/Liftgate Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	78101802			DAY	325.000000
	Service From	Service To			

Commodity Line Description: Box Truck 26' to 30' w/Liftgate Storage per day

Extended Description:
Box Truck 26' to 30' w/Liftgate Storage per day

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	78101802			HOUR	195.000000
	Service From	Service To			

Commodity Line Description: Full Size Enclosed Tractor/Trailer - Air Ride

Extended Description:
Full Size Enclosed Tractor/Trailer - Air Ride

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	78101802			MILE	1.100000
	Service From	Service To			

Commodity Line Description: Full Size Enclosed Tractor/Trailer - Air Ride Mileage

Extended Description:
Full Size Enclosed Tractor/Trailer - Air Ride Mileage

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	78101802			DAY	525.000000
	Service From	Service To			

Commodity Line Description: Full Size Enclosed Tractor/Trailer Air Ride Storage per day

Extended Description:
Full Size Enclosed Tractor/Trailer Air Ride Storage per day

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	78101802			HOUR	82.500000
	Service From	Service To			

Commodity Line Description: Supervisor/Move Coordinator/Hourly Normal Business Days

Extended Description:
Supervisor/Move Coordinator/Hourly Normal Business Days

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	78101802			HOUR	125.000000
	Service From	Service To			

Commodity Line Description: Supervisor/Move Coordinator - Hourly Non-Business hours

Extended Description:
Supervisor/Move Coordinator - Hourly Non-Business hours

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	78101802			HOUR	165.000000
	Service From	Service To			

Commodity Line Description: Supervisor/Move Coordinator - Hourly rate Wkends & Holiday

Extended Description:
Supervisor/Move Coordinator - Hourly rate Wkends & Holiday

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	78101802			HOUR	65.000000
	Service From	Service To			

Commodity Line Description: Driver/Mover - Normal weekday business hours - 6a to 6p

Extended Description:
Driver/Mover - Normal weekday business hours - 6a to 6p

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	78101802			HOUR	95.000000
	Service From	Service To			

Commodity Line Description: Driver/Mover - Hourly Non-Business hours rate

Extended Description:
Driver/Mover - Hourly Non-Business hours rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	78101802			HOUR	125.000000
	Service From	Service To			

Commodity Line Description: Drive/Mover - Weekend & Holiday hourly rate

Extended Description:
Drive/Mover - Weekend & Holiday hourly rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	78101802			HOUR	50.000000
	Service From	Service To			

Commodity Line Description: Mover - Normal weekday business hours 6a to 6p

Extended Description:
Mover - Normal weekday business hours 6a to 6p

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	78101802			HOUR	75.000000
	Service From	Service To			

Commodity Line Description: Mover - Hourly Non-Business hours rate

Extended Description:
Mover - Hourly Non-Business hours rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	78101802			Hour	95.000000
	Service From	Service To			

Commodity Line Description: Mover - Weekend & Holiday hourly rate

Extended Description:
Mover - Weekend & Holiday hourly rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	78101802			EA	4.000000
	Service From	Service To			

Commodity Line Description: Carton 1.5 cu ft. (16"x12"x12")

Extended Description:
Carton 1.5 cu ft. (16"x12"x12")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	78101802			EA	6.000000
	Service From	Service To			

Commodity Line Description: Carton 3.0 cu ft. (16"x18"x18")

Extended Description:
Carton 3.0 cu ft. (16"x18"x18")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	78101802			EA	7.500000
	Service From	Service To			

Commodity Line Description: Carton 4.5 cu ft. (24"x18"x18")

Extended Description:
Carton 4.5 cu ft. (24"x18"x18")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	78101802			EA	8.500000
	Service From	Service To			

Commodity Line Description: Carton 6.0 cu ft. (23"x23"x21")

Extended Description:
Carton 6.0 cu ft. (23"x23"x21")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	78101802			EA	18.500000
	Service From	Service To			

Commodity Line Description: Wardrobe carton 18" Small with Bar

Extended Description:
Wardrobe carton 18" Small with Bar

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	78101802			EA	15.000000
	Service From	Service To			

Commodity Line Description: Mirror/Picture Carton

Extended Description:
Mirror/Picture Carton

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	78101802			EA	21.000000
	Service From	Service To			

Commodity Line Description: Glass/Dish Pack 5.2 cu ft. (29"x18"x18")

Extended Description:
Glass/Dish Pack 5.2 cu ft. (29"x18"x18")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	78101802			EA	11.500000
	Service From	Service To			

Commodity Line Description: Microwave Box

Extended Description:
Microwave Box

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	78101802			EA	9.000000
	Service From	Service To			

Commodity Line Description: Lamp Box

Extended Description:
Lamp Box

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	78101802			EA	55.000000
	Service From	Service To			

Commodity Line Description: Crates

Extended Description:
Crates

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	78101802			EA	4.500000
	Service From	Service To			

Commodity Line Description: Record Storage Tote (15"x12"x10")

Extended Description:
Record Storage Tote (15"x12"x10")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	78101802			EA	6.000000
	Service From	Service To			

Commodity Line Description: Office Moving Tote 3.2 cu ft.

Extended Description:
Office Moving Tote 3.2 cu ft.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	78101802			EA	9.000000
	Service From	Service To			

Commodity Line Description: Mattress Carton - Crib

Extended Description:
Mattress Carton - Crib

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	78101802			EA	11.500000
	Service From	Service To			

Commodity Line Description: Mattress Carton - 39x75 single

Extended Description:
Mattress Carton - 39x75 single

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	78101802			EA	13.500000
	Service From	Service To			

Commodity Line Description: Mattress Carton - 54x75 Double

Extended Description:
Mattress Carton - 54x75 Double

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	78101802			EA	21.000000
	Service From	Service To			

Commodity Line Description: Mattress Carton - King or Queen

Extended Description:
Mattress Carton - King or Queen

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	78101802			EA	16.000000
	Service From	Service To			

Commodity Line Description: Mattress Carton 39x80 Long Twin

Extended Description:
Mattress Carton 39x80 Long Twin

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	78101802			EA	5.000000
	Service From	Service To			

Commodity Line Description: Padded Paper Sheets (60" x 72")

Extended Description:
Padded Paper Sheets (60" x 72")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	78101802			EA	52.000000
	Service From	Service To			

Commodity Line Description: Bag of Packing Peanuts (15 cu. ft.)

Extended Description:
Bag of Packing Peanuts (15 cu. ft.)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	78101802			EA	5.000000
	Service From	Service To			

Commodity Line Description: Computer Anti-Static Bubble Wrap

Extended Description:
Computer Anti-Static Bubble Wrap (for transporting computer equipment)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	78101802			EA	57.000000
	Service From	Service To			

Commodity Line Description: Roll of Carpet Shield (24" x 200")

Extended Description:
Roll of Carpet Shield (24" x 200")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	78101802			EA	38.000000
	Service From	Service To			

Commodity Line Description: Stretch Wrap (18"x1600')

Extended Description:
Stretch Wrap (18"x1600')

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
59	78101802			EA	3.500000
	Service From	Service To			

Commodity Line Description: Zip Lock Bags (20"x28")

Extended Description:
Zip Lock Bags (20"x28")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
60	78101802			EA	38.000000
	Service From	Service To			

Commodity Line Description: Moving Labels (6 per sheet/500 per pack up to 8 colors)

Extended Description:
Moving Labels (6 per sheet/500 per pack up to 8 colors)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
61	78101802			EA	5.000000
	Service From	Service To			

Commodity Line Description: Roll Tape (2"x330")

Extended Description:
Roll Tape (2"x330")

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
62	78101802			EA	150.000000
	Service From	Service To			

Commodity Line Description: Bubble Wrap (3/16"x12"x150')

Extended Description:
Bubble Wrap (3/16"x12"x150')

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
63	78101802			EA	50.000000
	Service From	Service To			

Commodity Line Description: Packing Paper (25lb bundle)

Extended Description:
Packing Paper (25lb bundle)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
64	78101802			EA	10.500000
	Service From	Service To			

Commodity Line Description: Masonite (per sheet)

Extended Description:
Masonite (per sheet)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
65	78101802			EA	26.000000
	Service From	Service To			

Commodity Line Description: Pallets

Extended Description:
Pallets

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
66	78101802			EA	16.000000
	Service From	Service To			

Commodity Line Description: Pallets - rented

Extended Description:
Pallets - rented

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
67	78101802			UNIT	12.500000
	Service From	Service To			

Commodity Line Description: Heavy Duty Corrugated Box - Speed Pack Price per Cu. Ft.

Extended Description:
Heavy Duty Corrugated Box - (Speed Pack Box) Price per Cubic Ft.- rented

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
68	78101802			DAY	60.000000
	Service From	Service To			

Commodity Line Description: Warehouse Storage Space

Extended Description:
Warehouse Storage Space

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
69	78101802			DAY	225.000000
	Service From	Service To			

Commodity Line Description: Shipping Container Storage Space

Extended Description:
Shipping Container Storage Space

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
70	78101802			DAY	225.000000
	Service From	Service To			

Commodity Line Description: Storage Trailer Space

Extended Description:
Storage Trailer Space

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
71	78101802			DAY	375.000000
	Service From	Service To			

Commodity Line Description: Site Visit

Extended Description:
Site Visit

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 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. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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.

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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 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 _____ 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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director 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 Purchasing Division Director, 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. [] **Pollution Insurance** in an amount of: _____ per

☐ currence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ \$500.00 for each day beyond established completion date

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 Purchasing Division 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 Purchasing Division 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 or Purchasing Division 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.

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 Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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. 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>.

31. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division 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. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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 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 an 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

Moving Services for WVDHHR

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources to establish a contract for full moving services.

NOTE: The West Virginia DHHR has developed an Equal Employment Opportunity Plans (EEOP) Utilization Report and it is available at:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus the solicitation and its resulting awarded contract are subject to the requirements of Attachment I: Provisions Required for Federally Funded Procurements.

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 Services”** means full moving services throughout the State of West Virginia as more fully described in these specifications.

2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must have a minimum of three (3) years of experience in commercial/office moving services, including but not limited to packing and moving boxes, padding equipment, loading and unloading furniture, equipment, and supplies (including computer and data center equipment) and files/records.

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

Moving Services for WVDHHR

4.1.1 Moving Services

- 4.1.1.1** Vendor must provide all labor, supervision, material, equipment and supplies, including but not limited to lifts, dollies, furniture pads, mechanical tools, protective clothing for individuals assigned to perform moving services, heavy duty corrugated boxes (speed pack moving boxes), and all other packaging necessary to move furniture, equipment, supplies (including computer and data center equipment) and files/records.
- 4.1.1.2** Vendor must utilize padding and protective procedures to prevent damage to any area involved in the move-including but not limited to building interior/exterior grounds.
- 4.1.1.3** Vendor must ensure that all personal computers, terminals, printers and all other electronic and/or mechanical equipment are packed in a manner that will prohibit any damage during the moving process. Vendor will be responsible for any damages incurred during the move and will pay for any repair and/or replacement costs resulting from damage.
- 4.1.1.4** Vendor must secure any open file library carts, filled file cabinets and/or equipment with loose parts with shrink wrap.
- 4.1.1.5** Vendor must take all measures necessary to safely, securely, and confidentially pack and transport all files/records considered confidential. All confidential files/records must be transported in locked vehicles and include continuous oversight, security and control while in vendor possession.
- 4.1.1.6** Vendor must comply with requests to disassemble non-modular furniture including but not limited to desks, non-modular shelving, and non-modular cabinets.
- 4.1.1.7** Vendor must securely attach any hardware (screws, nuts, bolts, hooks, handles, etc.) for any items that have been disassembled for

Moving Services for WVDHHR

transport to the item in a manner that will not damage or leave any marks and/or residue on the item.

4.1.1.8 Vendor must be able to provide adhesive labels. The labels must be available in two, or more, different colors. Labels shall be a minimum of 3"x 2" in dimension.

4.1.1.9 Vendor must transport all waste incurred during the move to a landfill for disposal (trash or broken items not going to West Virginia State Agency for Surplus Property).

4.1.2 Equipment

4.1.2.1 Vendor must affirm all equipment utilized in the performance of moving services will be in safe operating condition.

4.1.2.2 Vendor must affirm that all equipment utilized in the performance of moving services will only be operated by individuals authorized, licensed and trained to operate said equipment.

4.1.2.3 Vendor must transport furniture, equipment, supplies, (including computer and data center equipment) and files/records in closed vehicles. All items shall be protected from any inclement weather conditions during the duration of the move. Vendor must safeguard any items requiring temperature control and/or humidity control. All electronics (computer and data center equipment) will be moved on air ride vehicles. Vendor will not send a separate truck for electronic when moved as part of a larger move.

4.1.3 Permits

4.1.3.1 Vendor shall be responsible for obtaining any applicable permits at no additional cost to the agency.

4.1.4 Availability

Moving Services for WVDHHR

- 4.1.4.1** Vendor must respond to schedule a site visit (walk-through) for each project within two (2) business days. Failure to comply will result in the forfeiture of the project. Should the vendor advise that no site visit (walk-through) is necessary, the vendor can confirm acceptance of the project and provide a quote for the project within two (2) business days of the initial request. Any site visit charges assessed will be applied as a credit towards the invoicing of any resultant moving project.
- 4.1.4.2** Each walk-through must be scheduled within two (2) business days of the initial requested response. Failure to comply will result in the forfeiture of the project.
- 4.1.4.3** Vendor must provide confirmation or refusal of the project within two (2) business days of the scheduled walk-through. Failure to comply will result in the forfeiture of the project.
- 4.1.4.4** Vendor must provide a quote for the project within two (2) business days of the site visit (walk-through) or initial request when a walk-through is not necessary. Failure to comply will result in the forfeiture of the project.
- 4.1.4.5** Upon accepting the project, the Agency and the vendor will establish a start date and completion date for each project. These dates will not change unless the Vendor submits a request, in writing, to the Agency and the Agency accepts the date change.
- 4.1.4.6** Failure to comply with any of the guidelines stated in 4.1.4.1 through 4.1.4.4 will result in forfeiture of the project.

4.1.5 Employer Employee Responsibilities

- 4.1.5.1** Vendor will be responsible for the action(s) of all individuals assigned for moving services, regardless of employment classification (payroll employee or contracted employee).
- 4.1.5.2** Vendor will not utilize non-payroll-cash labor employees to perform moving services.

Moving Services for WVDHHR

4.1.5.3 Vendor will be responsible for knowing the background, skill level and ability of all individuals assigned for moving services.

4.1.5.4 Vendor shall uniform individuals assigned for moving services with attire that identifies the company name. Uniforms for supervisors must be distinguishable from uniforms worn by individuals performing moving services.

4.1.6 Surplus Property

4.1.6.1 Vendor will be issued a Notice to Proceed (NTP) by the agency for delivery of any items to the West Virginia State Agency for Surplus Property (WVSASP). Deliveries to WVSASP must be made between the hours of 8:30 AM to 3:30 PM, Monday through Thursday with the exception of State observed holidays.

<https://personnel.wv.gov/employess/benefits/Pages/Holidays.aspx>.

Vendor will be responsible for unloading of items at WVSASP.

4.1.6.2 Vendor shall provide agency a prepared itemized listing for each delivery to WVSASP with each delivery. Information provided on the itemized listing will be verified with the Vendor upon the completion of loading goods. At a minimum, information to be included on the itemized listing is to include, but not be limited to:

- Vendor Name and Address
- Contact Person and Telephone Number
- Itemized listing of furniture, equipment, supplies (including computer and data center equipment).

4.1.7 Invoicing

4.1.7.1 Vendor must prepare an itemized breakdown of services and/or commodities for each move and provide it to the agency prior to the commencement of the move. At a minimum, information to be included on the itemized breakdown is to include, but not be limited to:

- Vendor Name and Address

Moving Services for WVDHHR

- Contact Person and Telephone Number
- Itemized listing of furniture, equipment, supplies (including computer and data center equipment).

4.1.7.2 Vendor must not assess any charge for any returned, unused, bundled boxes. Vendor will be paid for any boxes not returned in reusable condition.

4.1.8 Temporary Space

4.1.8.1 Vendor must be able to provide appropriate temporary storage space, as needed, on a project-by-project basis. Temporary storage space will consist of warehouse space, storage containers, or storage trailers as agreed to by Vendor and agency for each project. Temporary storage is considered 10 days or less.

4.1.9 Garbage Disposal

4.1.9.1 If, during the course of a move, the agency deems items to be garbage, the Vendor will transport the items to a landfill facility for disposal. Vendor will provide a copy of their receipt for charges incurred to the agency for reimbursement.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor(s) that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Contract(s) shall be awarded progressively to Vendor(s) providing Contract Services meeting the required specifications for the lowest overall cost as shown on the Pricing Pages. Award(s) and usage will be progressive from low bid to high bid. If the low bid Vendor is unable to meet the agency's needs for the move requested, the next awarded Vendor will be contacted until the agency's needs are met.

5.2 Pricing Page: Vendor shall complete the Pricing Page by submitting pricing for the hourly truck rate column, price per mile column, and temporary storage price per day column. Once these columns are filled out add them up to get the estimated Sub Total for each column. Then add all those totals together to get the Grand Total (A). Next provide the Hourly Labor Rate by filling out the

Moving Services for WVDHHR

appropriate columns, total them up, and add them all together to obtain the Grand Total (B). Provide the pricing for the packing material listed and total them up for a Grand Total (C) and (D). Provide the pricing for Temporary Storage and total them up for a Grand Total (E). Provide the pricing for Site Visit and total up for a Grand Total (F). Once all the Grand Totals are calculated add them all up to get the Estimated Grand Total Cost.

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 Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Hustead@wv.gov.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay hourly rates, mileage rates, and usage rates, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor may be reimbursed for travel in accordance with the State of west Virginia's published travel policy governing state employee travel with the following modifications: (1.) Vendor travel will not be reimbursed unless vendor personnel are required to be present at a location more than 75 miles away from Agency's designated headquarters, more than 75 miles away from the vendor's closest place of business, and more than 75 miles from the primary residence of the vendor's closest employee performing the work. (2.) Vendor must calculate travel costs from the required location to the agency headquarters, the vendor's closest place of business, and the closest employee's residence. Mileage reimbursement totals for travel purposes will be based on the lowest mileage of the three calculations. (3.) Vendor will not be compensated for travel time.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

Moving Services for WVDHHR

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

Moving Services for WVDHHR

11. MISCELLANEOUS:

11.1. 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: _____

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Robert Price

Printed Name: Robert Price

Title: Administrative Services Manager II

Date: 11/29/2022

Vendor Name: Evans Transfer & Movers, Inc.

By: Annis R. Papp

Printed Name: Annis R. Papp

Title: Pres.

Date: 11-29-22

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

- ☐ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page

Moving Services Pricing Page

A	Moving Vehicles		Hourly Truck Rate		Price Per Mile		Temporary Storage Price Per Day
	Automobile able to carry six individuals		12.5		0.37		22
	Cargo Van < 12'		32.75		0.47		52
	Box Truck 12' to 19'		47.5		0.57		130
	Box Truck 12' to 19' with liftgate		52.75		0.57		130
	Box Truck 20' to 25'		77.5		0.75		275
	Box Truck 20' to 25' with liftgate		100		0.75		275
	Box Truck 26' to 30'		125		0.85		325
	Box Truck 26' to 30' with liftgate		150		0.85		325
	Full Size Enclosed Tractor/Trailer - Air Ride		195		1.1		525

B	Hourly Labor Rate		Hourly Labor Rate for Normal Weekday Business Hours (6am to 6pm)		Hourly Labor Rate for Before/After Normal Weekday Business Hours		Hourly Labor Rate for Weekends and Holidays
	Supervisor/Move Coordinator		82.5		125		165
	Driver/Mover		65		95		125
	Mover		50		75		95

C	Packing Materials		Unit Price
	Carton 1.5 cu ft. (16"x12"x12")		4
	Carton 3.0 cu ft. (16"x18"x18")		6
	Carton 4.5 cu ft. (24"x18"x18")		7.5
	Carton 6.0 cu ft. (23"x23"x21")		8.5
	Wardrobe Carton 18" Small with Bar		18.5
	Mirror/Picture Carton		15
	Glass/Dish Pack 5.2 cu ft. (29"x18"x18")		21
	Microwave Box		11.5
	Lamp Box		9
	Crates		55
	Record Storage Tote (15"x12"x10")		4.5
	Office Moving Tote 3.2 cu ft.		6
	Mattress Carton		

Crib	9	
39x75 Single	11.5	
54x75 Double	13.5	
King or Queen	21	
39x80 Long Twin	16	
Padded Paper Sheets (60"x72")	5	
Bag of Packing Peanuts (15 cu ft.)	52	
Computer Anti-Static Bubble Wrap (for transporting computer equipment)	5	
Roll of Carpet Shield (24"x200')	57	
Stretch Wrap (18"x1,600')	38	
Zip Lock Bags (20"x28")	3.5	
Moving Lables (6 per sheet/500 per pack - up to 8 colors)	38	
Roll Tape (2"x330")	5	
Bubble Wrap (3/16"x12"x150')	150	
Packing Paper (25 lb Bundle)	50	
Masonite (per sheet)	10.5	
Pallets	26	

D	Rented Packing Materials	Rental Fee Per Unit	
	Pallets	16	
	Heavy Duty Corrugated Box (Speed Pack Box) - Price Per Cubic Ft.	12.5	
E	Temporary Storage	Daily Rate	
	Warehouse Storage Space	60	
	Shipping Container Storae Space	225	
	Storage Trailer Space	225	
F	Site Visit	Daily Rate	
	Site Visit	375	