



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

Request for Quotation

RFQ NUMBER
MOVE11D

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 42
 304-558-8802**

VENDOR

*709042334 304-842-5471
DEMARY BROTHERS TRANSFER INC
300 BARNETT RUN RD

BRIDGEPORT WV 26330

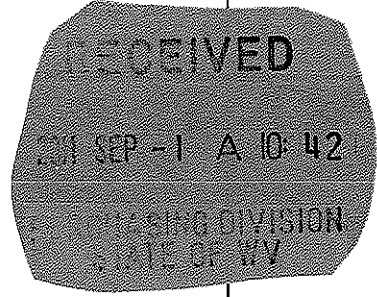
SHIP TO

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 08/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-56		
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE MOVING SERVICES THROUGHOUT THE STATE OF WEST VIRGINIA TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 08/16/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE TO BE PREFERRED. ADDRESS INQUIRIES TO: GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 E-MAIL: GUY.L.NISBET@WV.GOV</p> <p>MOVING SERVICES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 09/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM # 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: MOVE11D.....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 ✓						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Jeffrey D. Miller</i> SIGNATURE</p> <p>..... <i>DeMary Brothers Transfer Inc.</i> COMPANY</p> <p>..... <i>8/31/11</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM # 1</p>						

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-842-5472 Please Call before Faxing ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- JEFF MILLER ----- ***** THIS IS THE END OF RFQ MOVE11D ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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UNIT PRICING PAGE - MOVE11D
REGION I

VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer, Pleasants, Calhoun, Wirt, Wood, Tyler, and Ritchie

Company Name: De MARY BROS. TRANSFER, INC.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$ 34.00	\$ 0.90	\$ 225.00
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 34.00	\$ 0.90	\$ 225.00
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ N/A	\$ N/A	\$ N/A
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ N/A	\$ N/A	\$ N/A
Full Size Enclosed Tractor/Trailer - Air Ride	\$ N/A	\$ N/A	\$ N/A
Automobile able to carry six individuals	\$ 11.00	\$ 0.50	\$ N/A
Climate Controlled - Cargo Van 12' to 19'	\$	\$	\$ N/A
Climate Controlled - Box Truck 20' to 30'	\$	\$	\$ N/A
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$	\$	\$ N/A
Hourly Labor Price	Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)	Hourly Labor Price for Before/After Normal Weekday Business Hours	Hourly Labor Price for Weekends and Holidays
Supervisor / Move Coordinator	\$ 70.00	\$ 105.00	\$ 105.00
Driver/ Mover	\$ 37.00	\$ 56.00	\$ 56.00
Mover	\$ 30.00	\$ 45.00	\$ 45.00

UNIT PRICING PAGE - MOVE11D

VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

PACKING MATERIALS:	UNIT OF MEASURE	UNIT PRICE
Carton 1.5 cu ft (16"X12"X12")	ea	\$ 2.00
Carton 3.0 cu ft (16"X18"X18")	ea	\$ 3.00
Carton 4.5 cu ft (24"X18"X18")	ea	\$ 3.75
Carton 6.0 cu ft (23"X23"X21")	ea	\$ 4.50
Wardrobe Ctn 18" Small with Bar 24" ONLY	ea	\$ 15.00
Mirror / Picture Ctn	ea	\$ 8.50
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	\$ 7.50
Microwave Box	ea	\$ N/A
Lamp box	ea	\$ N/A
Crates - Price per Cubic Ft.	cu ft	\$ 12.00
Record Storage Tote (15"X12"X10")	ea	\$ 2.00
Mattress Ctn:		
Crib	ea	\$ 8.00
39 x 75 Single	ea	\$ 12.00
54 x 75 Double	ea	\$ 13.00
King or Queen	ea	\$ 18.00
39 x 80 Long Twin	ea	\$ 12.00
Padded Paper Sheets (60"X72")	ea	\$ 3.00
Bag of Packing Peanuts (15 cu ft)	bag	\$ N/A
Computer Anti-Static Bubblewrap (for transporting computer equipment)	ft	\$ NA
Roll of Carpet Shield (24"X200')	ft	\$ 90.00
Stretch Wrap (18"X1600')	ft	\$ 35.00
Zip Lock Bags (20"X28")	ea	\$ 10.00
Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$ 15.00
Roll Tape (2"X110 yd)	roll	\$ 3.80
Bubble Wrap (Small Bubble)	roll	\$ 56.00
Packing Paper (25 lb. Bundle)	Bundle	\$ 30.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ NA

Contact Name: JEFF MILLER

Signed: Jeffrey D. Miller

Date: 8/31/11

Phone: 304-842-5471 Office: _____

Fax: 304-842-5472 - Call 1st Cell: _____

Email: MoveSpecialist@yahoo.com

Emergency Contact:

Name: _____ Phone: _____

UNIT PRICING PAGE - MOVE11D
 REGION II
 VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson

Company Name: De MARY BROS. TRANSFER INC.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$	\$	\$
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$	\$	\$
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$	\$	\$
Full Size Enclosed Tractor/Trailer - Spring Ride	\$	\$	\$
Full Size Enclosed Tractor/Trailer - Air Ride	\$	\$	\$
Automobile able to carry six individuals	\$	\$	\$
Climate Controlled - Cargo Van 12' to 19'	\$	\$	\$
Climate Controlled - Box Truck 20' to 30'	\$	\$	\$
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$	\$	\$
Hourly Labor Price	Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)	Hourly Labor Price for Before/After Normal Weekday Business Hours	Hourly Labor Price for Weekends and Holidays
Supervisor / Move Coordinator	\$	\$	\$
Driver/ Mover	\$	\$	\$
Mover	\$	\$	\$

PREFER NOT TO BID ON THIS AREA.

UNIT PRICING PAGE - MOVE11D
REGION III
VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

Company Name: De MARY BROTHERS TRANSFER, INC.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$ 34.00	\$ 0.90	\$ 225.00
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 34.00	\$ 0.90	\$ 225.00
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ N/A	\$ NA	\$ NA
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ N/A	\$ NA	\$ NA
Full Size Enclosed Tractor/Trailer - Air Ride	\$ N/A	\$ NA	\$ NA
Automobile able to carry six individuals	\$ 11.00	\$ 0.50	\$ NA
Climate Controlled - Cargo Van 12' to 19'	\$	\$	\$ NA
Climate Controlled - Box Truck 20' to 30'	\$	\$	\$ NA
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$	\$	\$ NA
Hourly Labor Price	Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)	Hourly Labor Price for Before/After Normal Weekday Business Hours	Hourly Labor Price for Weekends and Holidays
Supervisor / Move Coordinator	\$ 70.00	\$ 105.00	\$ 105.00
Driver/ Mover	\$ 37.00	\$ 56.00	\$ 56.00
Mover	\$ 30.00	\$ 45.00	\$ 45.00

UNIT PRICING PAGE - MOVE11D

VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

PACKING MATERIALS:	UNIT OF MEASURE	UNIT PRICE
Carton 1.5 cu ft (16"X12"X12")	ea	\$ 2.00
Carton 3.0 cu ft (16"X18"X18")	ea	\$ 3.00
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Carton 6.0 cu ft (23"X23"X21")	ea	\$ 4.50
Wardrobe Ctn 18" Small with Bar	ea	\$ 15.00
Mirror / Picture Ctn	ea	\$ 8.50
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	\$ 7.50
Microwave Box	ea	\$ NA
Lamp box	ea	\$ NA
Crates - Price per Cubic Ft.	cu ft	\$ 12.00
Record Storage Tote (15"X12"X10")	ea	\$ 2.00
Mattress Ctn:		
Crib	ea	\$ 8.00
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Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$ 15.00
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Packing Paper (25 lb. Bundle)	Bundle	\$ 30.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ NA

Contact Name: JEFF MILLER

Signed: Jeffery D. Miller

Date: 8/31/11

Phone: 304-842-5471 Office: _____

Fax: 304-842-5472 Cell 1ST Cell: _____

Email: MoveSpecialist@yahoo.com

Emergency Contact:

Name: _____ Phone: _____

UNIT PRICING PAGE - MOVE11D
 REGION IV
 VENDOR SHALL NOT ALTER COST SHEET IN ANYWAY

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

Company Name: DeMary Brothers Transfer Inc.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$	\$	\$
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$	\$	\$
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$	\$	\$
Full Size Enclosed Tractor/Trailer - Spring Ride	\$	\$	\$
Full Size Enclosed Tractor/Trailer - Air Ride	\$	\$	\$
Automobile able to carry six individuals	\$	\$	\$
Climate Controlled - Cargo Van 12' to 19'	\$	\$	\$
Climate Controlled - Box Truck 20' to 30'	\$	\$	\$
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$	\$	\$
Hourly Labor Price	Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)	Hourly Labor Price for Before/After Normal Weekday Business Hours	Hourly Labor Price for Weekends and Holidays
Supervisor / Move Coordinator	\$	\$	
Driver/ Mover	\$	\$	
Mover	\$	\$	

PREFER NOT TO BID ON THIS AREA.

VENDOR'S CONTACT PERSON:

The Vendor's contact person will be the primary contact for the State of West Virginia

Vendor must identify contact person by name and telephone number:

JEFFREY D. MILLER
Name

Telephone: 304-842-5471
Fax: 304-842-5472 Call 1st.
Email: MOVESPECIALIST@YAHOO.COM

Vendor must identify office locations within the State of West Virginia:
(If additional space is needed, please attach additional sheet.)

- 1) 300 BARNETT Run ROAD, Bridgeport, WV 26330
- 2) _____
- 3) _____

REFERENCES

Company Name: DOMINION TRANSMISSION INC.
 Representative: Chuck CLIXTON
 Address: 445 W. Main Street, CLARKSBURG, WV
 Telephone: 304-627-3099

Company has been in business: _____ Years _____ Months

Company Name: _____
 Representative: _____
 Address: _____
 Telephone: _____

Company has been in business: _____ Years _____ Months

Company Name: _____
 Representative: _____
 Address: _____
 Telephone: _____

Company has been in business: _____ Years _____ Months

Jeffrey D. Miller
Signature

8/31/11
Date

Certification

MOVE11D

By submitting a signed bid for MOVE11D – supplying moving supplies and services – vendor hereby certifies under penalty of fraud that all mandatory specifications and bid pricing contained in the Request for Quotation are met.

De MARY Brothers TRANSFER, INC.
Vendor (Type Name of Company)

300 BARNETT Run ROAD, Bridgeport, WV 26330
Address

Number of Years in business: INCORPORATED 42 YEARS

JEFFREY D. MILLER
Name (Type Name)

President
Title

Jeffrey D. Miller
Signature

8-31-11
Date

NOTE: No contract shall be awarded prior to receipt of this certification.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE STATEWIDE CONTRACT ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, "HIPAA") Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement ("Agreement") by and between the West Virginia Department of Administration, Purchasing Division, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended ("Agency"), and the statewide contract vendor, the Business Associate ("Associate"), and is effective as of the date of the Release Order executed by the Agency to participate in the statewide contract.

Whereas the parties have a business relationship; and

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, and the parties do agree to at all times treat the PHI and interpret this Addendum consistently with that desire.

NOW THEREFORE; the parties agree that in consideration of the mutual promises herein, in the Agreement; and of the exchange of PHI hereunder that:

1. Definitions.

a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

b. **Privacy Rule.** Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.

c. **Security Rule.** Security Rule means the Standards for the security of electronic protected health information found at 45 CFR Part 164, Subpart C, as amended.

2. PHI Disclosed; Permitted Uses.

a. **PHI Described.** PHI disclosed by the Agency to the Business Associate, PHI created by the Business Associate on behalf of the Agency, and PHI received by the Business Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original contract.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original contract, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or violate the minimum necessary policies and procedures of the Agency.

3. Obligations of Business Associate.

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as required by this Addendum or by law.

c. **Safeguards.** The Associate will use appropriate safeguards to prevent use or disclosure of the PHI except as provided for in this Addendum. This shall include, but not be limited to:

(i) Limitation of the groups of its employees or agents to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary;

(ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;

(iii) Maintenance of a comprehensive written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Report of Disclosure.** The Associate will promptly report to the Agency, in writing, any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.

f. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum.

g. **Documentation.** Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §§ 164.528 and 164.316. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such PHI shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

h. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the PHI required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528.

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.

j. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

k. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.g. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

l. **Agents, Subcontractors Compliance.** The Associate will ensure that any of its agents, including any subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder.

m. **Amendments.** The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.

n. **Federal Access.** The Associate shall make its internal practices books, and records relating to the use and disclosure of PHI received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504.

4. Termination.

a. **Duties at Termination.** Upon any termination of this Addendum, if feasible, the Associate shall return or destroy all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of this Addendum.

b. **Termination For Cause.** Agency may terminate this Addendum if at any time it determines that the Associate has violated a material term of the Addendum. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

c. **Survival.** The respective rights and obligations of Associate under Section 3.k. of this Addendum shall survive the termination of this Addendum.

5. General Provisions/Ownership of PHI.

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an Individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an Individual must not be transmitted to another party by electronic or other means for additional uses not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected Individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

i. **Applicability.** If the Agency which executes the Release Order and Agreement to participate in the underlying statewide contract is not a HIPAA covered entity, per 45 CFR § 160.103, or if the vendor does not use or disclose any PHI, this Addendum shall be null and void.

AGREED:

Name of Business Associate: De Mary Brothers TRANSFER, INC.
JEFFREY D. MILLER,

Signature: Jeffrey D. Miller

Title: PRESIDENT

Date: 8/31/11

Agency: David Tischer, Director, Purchasing Division, Department of Administration, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended.

Signature _____

Title: _____

Date: _____

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
27th day of July, 2004
DARRELL V. MCGRAW, JR.
ATTORNEY GENERAL
By: Dawn E. Whitfield
DEPUTY ATTORNEY GENERAL

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Demary Brothers TRANSFER, INC.

Authorized Signature: Jeffrey D. Miller Date: 8/31/11

State of WV

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____