



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

*709055035 304-343-4676
 MYERS TRANSFER & STORAGE SYSTE
 1420 BIGLEY AVENUE
 CHARLESTON WV 25302

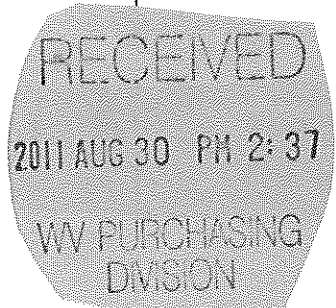
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2011				

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>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: *[Signature]* TELEPHONE: **343-4676** DATE: **8-29-2011**

TITLE: *[Signature]* FEIN: **55-067-3497** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304 343-4676	DATE 8-29-2011
TITLE PRESIDENT	FEIN 55 067 3497	ADDRESS CHANGES TO BE NOTED ABOVE

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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>BN</i>	TELEPHONE 304 343-4676	DATE 8-29-2011
TITLE PRESIDENT	FEIN 55 067 3497	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: FILE 42 RFQ. NO.: MOVE11D BID OPENING DATE: 09/01/2011 BID OPENING TIME: 1:30 PM						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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: ----- Fax 304 343-4684 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- FRANK BUDD PRESIDENT ----- ***** THIS IS THE END OF RFQ MOVE11D ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304 343-4676	DATE 8-29-2011	
TITLE PRESIDENT	FEIN 55 067 3497	ADDRESS CHANGES TO BE NOTED ABOVE	

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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 exceeds 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: MYERS TRANSFER & STORAGE SYSTEMS, INC.

Authorized Signature: [Signature] /PRESIDENT Date: 8/29/2011

State of West Virginia

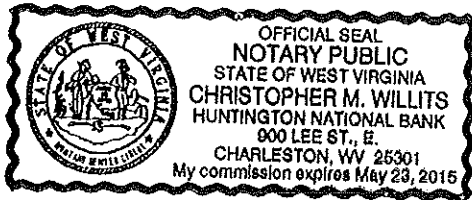
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of August, 2011.

My Commission expires Aug 29, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



State of West Virginia VENDOR PREFERENCE CERTIFICATE


Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: MYERS TRANSFER & STORAGE SYSTEMS, INC. Signed: 
 Date: 8-29-2011 Title: PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: MYERS TRANSFER & STORAGE SYSTEMS, INC.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$ 20.00	\$ 2.00	\$ 200.00
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 30.00	\$ 2.00	\$ 250.00
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ 30.00	\$ 2.00	\$ 250.00
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ 50.00	\$ 2.00	\$ 500.00
Full Size Enclosed Tractor/Trailer - Air Ride	\$ 50.00	\$ 2.00	\$ 500.00
Automobile able to carry six individuals	\$ 20.00	\$ 2.00	\$ N/A
Climate Controlled - Cargo Van 12' to 19'	\$ 20.00	\$ 2.00	\$ 200.00
Climate Controlled - Box Truck 20' to 30'	\$ 30.00	\$ 2.00	\$ 250.00
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$ 50.00	\$ 2.00	\$ 500.00
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	\$ 45.00	\$ 67.50	67.50
Driver/ Mover	\$ 40.00	\$ 60.00	60.00
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	\$ 3.50
Carton 4.5 cu ft (24"X18"X18")	ea	\$ 4.00
Carton 6.0 cu ft (23"X23"X21")	ea	\$ 5.00
Wardrobe Ctn 18" Small with Bar	ea	\$ 13.00
Mirror / Picture Ctn	ea	\$ 13.00
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	\$ 13.00
Microwave Box	ea	\$ 7.00
Lamp box	ea	\$ 7.00
Crates - Price per Cubic Ft	cu ft	\$ 18.00
Record Storage Tote (15"X12"X10")	ea	\$ 4.00
Mattress Ctn:		
Crib	ea	\$ 10.00
39 x 75 Single	ea	\$ 13.00
54 x 75 Double	ea	\$ 18.00
King or Queen	ea	\$ 30.00
39 x 80 Long Twin	ea	\$ 14.00
Padded Paper Sheets (60"X72")	ea	\$ 3.00
Bag of Packing Peanuts (15 cu ft)	bag	\$ 56.00
Computer Anti-Static Bubblewrap (for transporting computer equipment)	ft	\$.30
Roll of Carpet Shield (24"X200')	ft	\$.40
Stretch Wrap (18"X1600')	ft	\$.10
Zip Lock Bags (20"X28")	ea	\$ 2.00
Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$ 33.00
Roll Tape (2"X110 yd)	roll	\$ 5.00
Bubble Wrap (Small Bubble)	roll	\$ 170.00
Packing Paper (25 lb. Bundle)	Bundle	\$ 40.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ 4.00

Contact Name: FRANK BUDD / PRESIDENT

Signed: 

Date: 08/26/2011

Phone: 304 343 - 4676 EXT 205

Office: 304 343 - 4676 EXT 203

Fax: 304 343 - 4684

Cell: 304 541 - 4676

Email: fjb2001@AOL.COM

Emergency Contact:

Name: KEVIN HARPER

Phone: 304 206 - 6010

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: <u>MYERS TRANSFER & STORAGE SYSTEMS, INC.</u>				
Moving Vehicles	Hourly Truck Rate	Price per Mile	Storage Price Per Day	
Cargo Van 12' to 19' - With or without lift gate	\$ 20.00	\$ 2.00	\$ 200.00	
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 30.00	\$ 2.00	\$ 250.00	
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ 30.00	\$ 2.00	\$ 250.00	
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ 50.00	\$ 2.00	\$ 500.00	
Full Size Enclosed Tractor/Trailer - Air Ride	\$ 50.00	\$ 2.00	\$ 500.00	
Automobile able to carry six individuals	\$ 20.00	\$ 2.00	\$ N/A	
Climate Controlled - Cargo Van 12' to 19'	\$ 20.00	\$ 2.00	\$ 200.00	
Climate Controlled - Box Truck 20' to 30'	\$ 30.00	\$ 2.00	\$ 250.00	
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$ 50.00	\$ 2.00	\$ 500.00	
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 Coordinat	\$ 45.00	\$	\$ 67.50	67.50
Driver/ Mover	\$ 40.00	\$	\$ 60.00	60.00
Mover	\$ 30.00	\$	\$ 45.00	45.00

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Wardrobe Ctn 18" Small with Bar	ea	\$ 13.00
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Microwave Box	ea	\$ 7.00
Lamp box	ea	\$ 7.00
Crates - Price per Cubic Ft	cu ft	\$ 18.00
Record Storage Tote (15"X12"X10")	ea	\$ 4.00
Mattress Ctn:		
Crib	ea	\$ 10.00
39 x 75 Single	ea	\$ 13.00
54 x 75 Double	ea	\$ 18.00
King or Queen	ea	\$ 30.00
39 x 80 Long Twin	ea	\$ 14.00
Padded Paper Sheets (60"X72")	ea	\$ 3.00
Bag of Packing Peanuts (15 cu ft)	bag	\$ 56.00
Computer Anti-Static Bubblewrap (for transporting computer equipment)	ft	\$.30
Roll of Carpet Shield (24"X200')	ft	\$.40
Stretch Wrap (18"X1600')	ft	\$.10
Zip Lock Bags (20"X28")	ea	\$ 2.00
Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$ 33.00
Roll Tape (2"X110 yd)	roll	\$ 5.00
Bubble Wrap (Small Bubble)	roll	\$ 170.00
Packing Paper (25 lb. Bundle)	Bundle	\$ 40.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ 4.00

Contact Name: FRANK BUDD / PRESIDENT

Signed: 

Date: 08/26/2011

Phone: 304 343 - 4676 EXT 205

Office: 304 343 - 4676 EXT 203

Fax: 304 343 - 4684

Cell: 304 541 - 4676

Email: fjb2001@AOL.COM

Emergency Contact:

Name: KEVIN HARPER

Phone: 304 206 - 6010

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: MYERS TRANSFER & STORAGE SYSTEMS, INC.

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$ 20.00	\$ 2.00	\$ 200.00
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 30.00	\$ 2.00	\$ 250.00
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ 30.00	\$ 2.00	\$ 250.00
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ 50.00	\$ 2.00	\$ 500.00
Full Size Enclosed Tractor/Trailer - Air Ride	\$ 50.00	\$ 2.00	\$ 500.00
Automobile able to carry six individuals	\$ 20.00	\$ 2.00	\$ N/A
Climate Controlled - Cargo Van 12' to 19'	\$ 20.00	\$ 2.00	\$ 200.00
Climate Controlled - Box Truck 20' to 30'	\$ 30.00	\$ 2.00	\$ 250.00
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$ 50.00	\$ 2.00	\$ 500.00
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 Coordinating	\$ 45.00	\$ 67.50	67.50
Driver/ Mover	\$ 40.00	\$ 60.00	60.00
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	\$ 3.50
Carton 4.5 cu ft (24"X18"X18")	ea	\$ 4.00
Carton 6.0 cu ft (23"X23"X21")	ea	\$ 5.00
Wardrobe Ctn 18" Small with Bar	ea	\$ 13.00
Mirror / Picture Ctn	ea	\$ 13.00
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	\$ 13.00
Microwave Box	ea	\$ 7.00
Lamp box	ea	\$ 7.00
Crates - Price per Cubic Ft.	cu ft	\$ 18.00
Record Storage Tote (15"X12"X10")	ea	\$ 4.00
Mattress Ctn:		
Crib	ea	\$ 10.00
39 x 75 Single	ea	\$ 13.00
54 x 75 Double	ea	\$ 18.00
King or Queen	ea	\$ 30.00
39 x 80 Long Twin	ea	\$ 14.00
Padded Paper Sheets (60"X72")	ea	\$ 3.00
Bag of Packing Peanuts (15 cu ft)	bag	\$ 56.00
Computer Anti-Static Bubblewrap (for transporting computer equipment)	ft	\$.30
Roll of Carpet Shield (24"X200')	ft	\$.40
Stretch Wrap (18"X1600')	ft	\$.10
Zip Lock Bags (20"X28")	ea	\$ 2.00
Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$ 33.00
Roll Tape (2"X110 yd)	roll	\$ 5.00
Bubble Wrap (Small Bubble)	roll	\$ 170.00
Packing Paper (25 lb. Bundle)	Bundle	\$ 40.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ 4.00

Contact Name: FRANK BUDD / PRESIDENT

Signed: _____

Date: 08/26/2011Phone: 304 343 - 4676 EXT 205Office: 304 343 - 4676 EXT 203Fax: 304 343 - 4684Cell: 304 541 - 4676Email: fjb2001@AOL.COM

Emergency Contact:

Name: KEVIN HARPERPhone: 304 206 - 6010

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: MYERS TRANSFER & STORAGE SYSTEMS, INC

Moving Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With or without lift gate	\$ 20.00	\$ 2.00	\$ 200.00
Box Truck 20' to 30' - With or without lift gate - Spring Ride	\$ 30.00	\$ 2.00	\$ 250.00
Box Truck 20' to 30' - With or without lift gate - Air Ride	\$ 30.00	\$ 2.00	\$ 250.00
Full Size Enclosed Tractor/Trailer - Spring Ride	\$ 50.00	\$ 2.00	\$ 500.00
Full Size Enclosed Tractor/Trailer - Air Ride	\$ 50.00	\$ 2.00	\$ 500.00
Automobile able to carry six individuals	\$ 20.00	\$ 2.00	\$ N/A
Climate Controlled - Cargo Van 12' to 19'	\$ 20.00	\$ 2.00	\$ 200.00
Climate Controlled - Box Truck 20' to 30'	\$ 30.00	\$ 2.00	\$ 250.00
Climate Controlled - Full Size Enclosed Tractor/Trailer	\$ 50.00	\$ 2.00	\$ 500.00
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 Coordinating	\$ 45.00	\$ 67.50	67.50
Driver/ Mover	\$ 40.00	\$ 60.00	60.00
Mover	\$ 30.00	\$ 45.00	45.00

UNIT PRICING PAGE - MOVE11D

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Mattress Ctn:		
Crib	ea	\$ 10.00
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54 x 75 Double	ea	\$ 18.00
King or Queen	ea	\$ 30.00
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Packing Paper (25 lb. Bundle)	Bundle	\$ 40.00

PACKING MATERIALS:	UNIT OF MEASURE	RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$ 4.00

Contact Name: FRANK BUDD / PRESIDENTSigned: Date: 08/26/2011Phone: 304 343 - 4676 EXT 205Office: 304 343 - 4676 EXT 203Fax: 304 343 - 4684Cell: 304 541 - 4676Email: fjb2001@AOL.COM

Emergency Contact:

Name: KEVIN HARPERPhone: 304 206 - 6010



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

*709055035 304-343-4676
 MYERS TRANSFER & STORAGE SYSTE
 1420 BIGLEY AVENUE
 CHARLESTON WV 25302

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 343 4676	DATE 8-29-2011
TITLE <i>President</i>	FEIN 55-067-3497	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFP NUMBER
MOVE11D

PAGE
2

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

VENDOR

*709055035 304-343-4676
 MYERS TRANSFER & STORAGE SYSTE
 1420 BIGLEY AVENUE

 CHARLESTON WV 25302

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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
<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 style="text-align: center;"> SIGNATURE MYERS TRANSFER & STORAGE SYSTEMS, INC. COMPANY AUGUST 29, 2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM # 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304 343-4676	DATE 8-29-2011
TITLE PRESIDENT	FEIN 55-067 3897	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

West Virginia Purchasing Division

MOVE11D

Addendum questions and answers

Q 1. Will there be no bid, fax bid and mandatory walkthrough as in previous contracts?

A 1. There will not be a mandatory pre-bid meeting for this solicitation.

Q 2. What are the qualifications movers must meet to be a selected vendor?

A 2. Refer to additional pages submitted with this Addendum.

Q 3. The section that describes the service areas and expectations from the MOVE 11 bid are missing. Do they still apply, or is there a revised set of rules? These were pages 7 thru 16 of the MOVE 11 bid and were part of previous MOVE contracts.

A 3. Yes pages were inadvertently left out of original RFQ and are attached to Addendum #1.

Q 4. If the answer to question 3 is "no" then how are we to proceed with pricing without knowing all the contract stipulations?

A 4. Please see response to question 3

Q 5. In the previous MOVE11 contract that was canceled there was a section in the RFQ titled Moving Services (pages 7 -16). My question is: are these pages still valid with this newer version of MOVE 11? If these pages are not valid in the newer version I might have more questions so please let me know that you received this email and I would appreciate a reply as soon as possible.

A 5. Yes pages were inadvertently left out of original RFQ and are attached to Addendum #1.

Request for Quotation – MOVE11D

Moving Services

I. Description of Services

1. The West Virginia Purchasing Division is requesting quotations to provide a blanket open-end statewide contract for moving services throughout the State of West Virginia to all state agencies and political subdivisions. The scope of services shall include all sizes of intrastate moves including, but not limited to, packing and moving boxes, padding equipment, loading and unloading of all office furniture, equipment and supplies (including computer and data center equipment), files/records, delivery of agency surplus property to WV State Surplus Property located at 2700 Charles Avenue, Dunbar, WV. 25064. Moves may be required between county locations or may be within the same area.

2. In order to assure the availability of required moving services, the State has been divided geographically into four regions as follows:

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

Region II: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson Counties.

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

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

Vendors may bid on one or more regions at their discretion based on their ability to adequately serve specified regions. It is the intention of Purchasing Division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ.

Agencies requiring moving services shall contact all vendors awarded contracts for their specific region to obtain a price quote based on unit prices established by the contract. The point of the move origin will be determined by the location an office is being moved from regardless of whether the move to location is in the same or a different region. The vendor providing the lowest price quote based on established unit pricing shall receive the agency purchase order release.

II. Mandatory Pre-bid: Not Applicable

III. Minimum Qualification Experience and References

1. Vendors must have a minimum of three (3) years of relevant experience in commercial office moving including but not limited to packing and moving boxes, padding equipment, loading and unloading of all office furniture, equipment and supplies (including computer and data center equipment) and files/records. Vendors must provide evidence of such experience to be eligible for contract award consideration. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

2. Vendors shall provide a minimum of three (3) references covering commercial and office moving services including business names, contact person, phone number, description of services and date provided. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

3. Vendors are responsible for the actions of all employees regardless of whether they are payroll or contracted employees. **The use of non-payroll, "cash labor" employees is prohibited.** Vendors are responsible for knowing the backgrounds, skills and abilities of all employees assigned to State agency moving services.

4. All vendor employees must be uniformly attired and clearly identifiable with the moving company name. Supervisors must be identified as such and clearly distinguishable.

IV. Scope of Work

A. Agency Moving Services

1. Successful vendors shall provide all labor and supervision, material, equipment and supplies necessary to move office furniture, equipment, supplies, and records for the regions awarded through the bid process.

2. All specifications proceeded by "shall, must, will, minimum or maximum" are mandatory deliverables. Signing and submitting a bid shall be considered acknowledgement and acceptance of all mandatory deliverable requirements by the bidder.

3. Vendors shall provide all labor, equipment and materials required

including but not limited to lifts, dollies, furniture pads, employee protective clothing, packaging, and anything else required performing the MOVE11D specifications.

4. Moving services shall not include firearms, ammunition, chemical agents, riot gear, bullet proof vests, or any other items used by any law enforcement or correctional institutions for public safety purposes. In such instances, agencies shall be responsible for moving items in the appropriate manner accordingly.

5. Vendors must assure all moving equipment is safe and shall be operated by authorized, trained personnel who are properly licensed to operate such equipment.

6. Vendors must utilize padding and all other relevant procedures to prevent damage to all building interiors, exteriors, exterior grounds, including but not limited to doors, door facings, walls, floor surfaces, elevators, building exteriors, parking lots, and other areas involved in the move.

7. Vendors must be available to provide moving services as may be required by the agency inclusive of regular business hours, before and after regular business hours, weekends and holidays. Vendors must work with the agency to establish a work schedule that will cause the least amount of disruption in business as possible.

8. Vendors shall be responsible for obtaining any applicable permits required.

9. Vendors must have the ability to "hold" items for up to three days on the truck or trucks.

10. Agencies shall contact all vendors with contracts for the appropriate region to obtain a quote for moving services. For moves anticipated to be less than \$1000, agencies will be permitted to contact one of the MOVE11D vendors in the appropriate region for services.

11. For moves anticipated to be between \$1000.01 and \$2,500, agencies must issue a written request for a quote to all eligible vendors with contracts in the appropriate region. The written request shall itemize all required moving service details, including location of the move, number and types of items to be moved, description of moving conditions (elevators, stairs, special instructions regarding large items, etc) and any other appropriate information to ensure vendors receive a thorough and complete scope of work. **Under no circumstances are agencies permitted to share cost bid information with competing vendors prior to the established deadline for receipt of written cost bids. Cost bid information shall become public record immediately following the issuance of the purchase order release by the agency.** Site visits may be required at

the agency's discretion but must be open to all region contract holders and must be scheduled to allow vendors to attend concurrently.

Vendors must provide the agency with a written price quotation for services based on the mutually agreed upon plan and unit prices established in the contract within three (3) business days of receipt of the fax request. Vendors must base price quotes on the most efficient and economical recommendation to ensure agencies do not incur excessive costs. Travel time shall begin at the vendor's location and must be verifiable by the agency. Vendor quotes shall be based on a total not to exceed amount. Change orders are strongly discouraged. In the event a change order is deemed necessary, such changes must be justified in writing and must be due to justifiable unforeseen conditions and shall be processed in accordance with change order procedures established in the Purchasing Division Policies and Procedures Handbook.

Agencies shall prepare a purchase order release which shall be submitted to the vendor with the lowest quote for moving services. The purchase order release shall contain all mutually agreed upon services and costs based on established contract unit prices. The written purchase order release shall be provided to the vendor prior to commencement of any moving services.

12. For moves anticipated to exceed \$2,500.01, agencies shall be responsible for providing all vendors holding contracts in the appropriate region with a written notification of a mandatory site meeting. The written notice shall be provided to all eligible vendors no less than three (3) business days prior to the scheduled meeting date and time. Vendors failing to attend the mandatory site meeting will not be eligible to submit a written quote for needed services.

Vendors must provide the agency with a written price quotation for services based on the mutually agreed upon plan and unit prices established in the contract within five (5) business days following the mandatory site meeting. Under no circumstances are agencies permitted to share cost bid information with competing vendors prior to the established deadline for receipt of written cost bids. Cost bid information shall become public record immediately following the issuance of the purchase order release by the agency. Vendors must base price quotes on the most efficient and economical recommendation to ensure agencies do not incur excessive costs. Travel time shall begin at the vendor's location and must be verifiable by the agency. Vendor quotes shall be based on a total not to exceed amount. Change orders are strongly discouraged. In the event a change order is deemed necessary, such changes must be justified in writing and must be due to justifiable unforeseen conditions and shall be processed in accordance with change order procedures established in the Purchasing Division Policies and Procedures Handbook.

Agencies shall prepare a purchase order release which shall be submitted to the vendor with the lowest quote for moving services. The purchase order

release shall contain all mutually agreed upon services and costs based on established contract unit prices. The written purchase order release shall be provided to the vendor prior to commencement of any moving services.

13. The date and time for commencement of all moving services shall be mutually agreed upon between the agency and vendor. Agencies must provide confirmation of the move date and time no less than 48 hours prior to the scheduled move.

14. The vendor must agree to accept full responsibility for all planning, implementation, control, and completed performance for any and all moves performed under this contract.

15. The vendor shall assume complete responsibility for safeguarding and ensuring confidentiality of agency files and records and shall be required to adhere to all required confidentiality and hold harmless provisions contained herein.

16. The vendor shall prepare an itemized Bill of Lading for every shipment it transports which must be provided to the agency prior to commencing moving services. The information provided on the Bill of Lading **must** be the same information shown on the purchase order release and shall be confirmed and signed by the agency prior to loading of the goods. A copy of the Bill of Lading **must include the following information:**

Vendor name and address;
Contact person and telephone number;
Purchase order release number
Itemized listing of furniture, equipment, records, other supplies and services to be performed complete with costs based on unit pricing included in the original bid.

17. Transporting of furniture, equipment, records and supplies shall be made in closed vehicles and all property shall be protected from inclement weather conditions throughout the move duration.

18. For materials requiring temperature and humidity control, the vendor must provide appropriate and adequate protection.

19. The vendor shall 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 move. Any damages incurred during the move shall be the responsibility of the vendor. The vendor shall pay the agency for any repair or replacement costs resulting from such damage.

20. Any open file library carts, filled file cabinets or equipment with loose or

moveable parts shall be secured with shrink wrap.

21. The vendor must take all measures to safely, securely and confidentially pack and transport all records and materials considered confidential. All confidential material and records must be transported in locked vehicles and include continuous oversight, security, and control while in possession of the vendor.

22. Any items that have been disassembled for transportation by the vendor, shall have the hardware (screws, nuts, bolts, hooks, handles, etc.) securely attached to the items. If tape is used, it must not damage and leave any marks or residue on the item.

23. Agencies shall be responsible for attaching tags to all furniture and equipment to be moved, including "DO NOT MOVE" tags, when necessary. Identification tags must not leave marks or residue on equipment or furniture upon tag removal.

24. The vendor shall not assess charges for any returned, unused bundled boxes. The vendor will be paid for all boxes not returned in reusable condition.

25. To ensure state agencies do not incur excessive travel costs, Vendors may partner or subcontract with other moving service companies. The vendor holding the contract shall be responsible for all required services and adherence to contractual requirements inclusive of any services provided through a subcontract arrangement.

B. Surplus Property Moving Services

1. Agencies retain responsibility for the delivery of all items to West Virginia State Agency for Surplus Property (WVSASP) and will be required to adhere to all approval requirements. Vendors will not be responsible for assuming the agency responsibilities for WVSASP deliveries.

2. For delivery of items scheduled as a result of a move from one office location to another, items shall be listed by the agency on a separate purchase order release and shall contain an itemization of all such items. The purchase order release shall be issued to the vendor deemed successful during the initial bid process.

3. For delivery of items scheduled for disposition agencies must obtain written authorization from WVSASP. Once the agency receives written authorization from WVSASP, the agency must fax a written request for a quote to all eligible vendors in the appropriate region. The written request shall provide all necessary information including current location, number and types of items to be moved, and other pertinent information.

Vendors must provide the agency with a written price quotation for services based on the specifications and unit prices established in the contract through the bid process within three (3) business days of receipt of the written request. Vendors must base price quotes on the most efficient and economical recommendation to ensure agencies do not incur excessive costs. A purchase order release shall be issued to the vendor with the lowest quote based upon established contract unit prices.

4. Deliveries must be scheduled with WVSASP by the agency and confirmed by the vendor prior to delivery. Deliveries to WVSASP must be made between the hours of 8:30 am and 3:30 pm, Monday through Friday except on holidays.

5. The vendor shall be responsible for unloading furniture and equipment at WVSASP.

6. The vendor shall prepare an itemized Bill of Lading for every shipment it transports to WVSASP prior to commencing transport. The information provided on the Bill of Lading **must** be the same information shown on the purchase order release. A copy of the Bill of Lading **must include the following information:**

Vendor name and address;

Contact person and telephone number;

Purchase order release number

Itemized listing of furniture, equipment, records, other supplies and services to be performed complete with costs based on unit pricing included in the original bid.

Surplus Furniture Removal

Contractor must agree to provide cost estimates within seventy-two (72) hours in response to a service request. The estimates must be provided before a purchase order can be released and the removal commences. Estimates must include the proposed number of employees, size of vehicle(s), amounts of materials to be used and estimated total removal cost. Travel time must be included in the estimate or it will not be paid. Once a quote has been accepted and the removal date set-up, it is the responsibility of the agency to notify the contractor in writing if there is any change to the Property Retirement Form. As many agencies as possible will be serviced at the same location on a given day. Property must be separated by retirement document. Property from different agencies on different retirement documents cannot be comingled. Transportation, Labor and vehicle fees will be shared based upon the amount of surplus property that is removed from the agency and delivered to:

Purchasing Division

WVSASP
 2700 Charles Avenue
 Dunbar, WV 25064

Moving Services contractor must prepare an itemized Bill of Lading for every shipment it transports to WVSASP. The information provided on the Bill of Lading must be the same information shown on the Property Retirement Form Bill of Lading must include the following:

Contractors Name and Address
 Telephone number
 Indicate services order and amount changed

A copy of the Bill of Lading and a completed Property Retirement Form must be given to WVSASP once WVSASP has confirmed the delivery, and then the surplus property can be unloaded in the approved facility.

Removal of surplus property will take place from 8:30 a.m. to 3:30 p.m. Monday through Friday unless otherwise requested by the agency. No removal will be allowed on weekends, Federal or State holidays except for emergencies or at the request of the facility.

C. Reporting

1. Bidders must submit semi-annual reports. The reports will be due every six (6) months after award date and must be sent electronically to Statewide Buyer or mail to 2019 Washington Street East, Charleston, WV 25303.
2. Each report must contain the following information: Requisition number, address and contact name, locations of all moves/services provided, and total cost of service.

V. Special Terms and Conditions

1. *Security:* The vendor must have security provisions to ensure the protection of personnel, furniture, equipment, and files/records when the bidder's personnel are on the job site.
2. *Insurance Requirements:* The successful vendor, as an independent bidder, is solely liable for the acts and omissions of its employees and agents. Vendor will provide proof of insurance coverage prior to the contract award. The vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- a) For bodily injury (including death): five-hundred thousand dollars (\$500,000) per person minimum one-million dollars (\$1,000,000) per occurrence.
 - b) For property damage: minimum one-million dollars (\$1,000,000) per occurrence.
 - c) Automobile liability (any auto, hired autos & non-owned): one-million dollars (\$1,000,000) single limit (each accident); twenty-five thousand (\$25,000) content limits. The state reserves the right to request additional content coverage when the \$25,000 limit is determined to be insufficient.
3. *Indemnification:* The State of West Virginia shall not be responsible for any claim for injuries, including death, to the Vendors, the Vendor's agents, employees, temporaries, or third person, occurring on State property and the Vendor agrees to indemnify and save the State of West Virginia and its officials harmless from any and all such claims arising from the use of State property and operation of the Vendor thereof pursuant to this contract.
4. *Confidentiality:* Vendors shall make it known to all personnel performing under this contract that they shall abide by the Privacy Act of 1974. The confidentiality of all sensitive information such as medical, income assistance, and personnel records shall be protected against unauthorized disclosure. This includes, but is not limited to, any and all moving services. The vendor shall assume full responsibility for the safeguarding of all information.
5. *HIPPA:* Attachment III – attached. This must be signed and returned preferably with the bid.
6. *Purchasing Affidavit:* West Virginia State Code §5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia.
7. *Liquidated Damages:* Vendor agrees that liquidated damages shall be imposed at the rate of \$250 per day for failure to provide the moving services. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.
8. *Record Retention (Access & Confidentiality):* Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at vendor's location during normal business hours upon written request by Agency within ten (10) days after receipt of the request.

VI. Pricing

1. Vendors must provide unit pricing as requested for each of the line items for the region or regions being bid. All unit pricing shall be applicable in all regions.
2. Pricing shall also apply to surplus property removal from agency location and delivery to Surplus Property Unit in Dunbar, WV.
3. Pricing for supplies as listed on the Pricing Sheet, must be submitted with the bidder's response for evaluation.
4. Unit prices provided during the bid process shall be utilized for all service requests throughout the life of the contract. No variation of unit pricing page MOVE11D shall be permitted.

**MOVEIID
Vendors Participating Authorized Distributors**

DISTRIBUTOR	CONTACT NAME	ADDRESS	TELEPHONE	TOLL FREE	FAX	EMAIL
N/A						

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:

<u>FRANK BUDD / PRESIDENT</u>	Telephone:	<u>304 343 - 4676 EXT 203</u>
Name	Fax:	<u>304 343 - 4684</u>
	Email:	<u>FJB2001@AOL.COM</u>

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

- 1) 1420 BIGLEY AVENUE CHARLESTON WV 25302
- 2) N/A
- 3) N/A

REFERENCES

Company Name:	<u>CHESAPEAKE ENERGY CORPORATION</u>
Representative	<u>CHARLES BOGGS - MANAGER FACILITIES & CONSTRUCTION</u>
Address:	<u>PO BOX 6070 CHARLESTON WV 25362</u>
Telephone:	<u>304 353 - 5031</u>

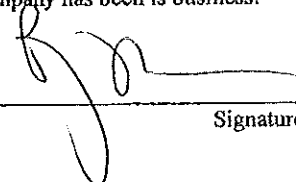
Company has been is business: 20+ Years _____ Months

Company Name:	<u>ALCATEL-LUCENT</u>
Representative	<u>TONY DUFAULT</u>
Address:	<u>608 50TH STREET CHARLESTON WV 25304</u>
Telephone:	<u>304 925 - 8620</u>

Company has been is business: 20 + Years _____ Months

Company Name:	<u>POMEROY</u>
Representative	<u>BILL RUTHERFORD - REGIONAL VICE PRESIDENT</u>
Address:	<u>4013 W. WASHINGTON STREET CHARLESTON, WV 25313</u>
Telephone:	<u>304 746 - 4434 EXT 5766</u>

Company has been is business: 20 + Years _____ Months


Signature PRESIDENT

8 - 26 - 2011
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.

Myers Transfer & Storage Systems, Inc.

Vendor (Type Name of Company)


1420 Bigley avenue Charleston, WV 25302

Address

Number of Years in business: 23

Frank Budd

Name (Type Name)



Signature

President

Title

08/23/2011

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: Frank Budd

Signature: 

Title: President

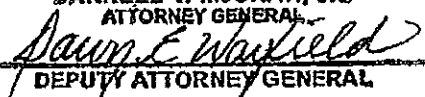
Date: 08/23/2011

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, 2011
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL
By: 
DEPUTY ATTORNEY GENERAL



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10009455-07
POLICY NUMBER: WC10009455-08

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED: PRODUCER:

MYERS TRANSFER AND STORAGE SYSTEMS INC

1420 BIGLEY AVE CHARLESTON WV 25302-3707

BB&T INSURANCE SERVICES INC 601 TENNESSEE AVE. (304)346-0806 CHARLESTON WV 25302

Insured is a(n) DOMESTIC CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01/24/2011 to 01/24/2012 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 3 columns: Injury Type, Amount, and Limit/Employee. Rows include Bodily Injury by Accident (\$1,000,000 Each Accident), Bodily Injury by Disease (\$1,000,000 Policy Limit), and Bodily Injury by Disease (\$1,000,000 Each Employee).

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

All states and U.S. territories except, North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 12/01/2010
ISSUING OFFICE: Charleston, WV
PRODUCER: BB&T INSURANCE SERVICES INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BB&T-Carson Insurance Services, 601 Tennessee Avenue, Charleston, WV 25302, 304 346-0806. CONTACT NAME: Janet Caruthers, PHONE: 304 346-0806, FAX: 888 751-3002. INSURED: Myers Transfer & Storage Systems Inc, 1420 Bigley Avenue, Charleston, WV 25302. INSURER(S) AFFORDING COVERAGE: American Guarantee & Liability (NAIC # 28247), Brickstreet Mutual Insurance Co (NAIC # 12372).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Workers Compensation, and Carbo/Warehouse Legal Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Other States Coverage
Proprietors/Partners/Executive Officers/Members Excluded:
John Blair Jr - Officer
Extended Broad Form
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Dept of Administration, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25303. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Allan L McVey



1420 Bigley Avenue

Charleston, WV 25302

(304) 343 - 4676

RFQ: MOVE 11D

August 29, 2011

RFQ and rates

This bid includes the following attachments:

Addendum No. 1

Vendors Participating Authorized Distributors

Vendor Contact Person and References

WV State HIPAA Business Statewide Contract Addendum

Vendor Preference Certificate

Purchasing Affidavit

Signed Certification statement for Move11D requirements

Certificate of Liability Insurance

BrickStreet Insurance Policy Information

If you have any questions please contact Frank Budd / President
At (304) 343 - 4676 ext 203

Thank you for allowing us to submit this quotation for moving services.

Regards,

A handwritten signature in black ink, appearing to read "Frank Budd", is written over a horizontal line.

Frank Budd / President

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Frank BuddSigned: Date: 08/23/2011Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 exceeds 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: MYERS TRANSFER & STORAGE SYSTEMS, INC

Authorized Signature: [Signature] / PRESIDENT Date: 08/29/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of August, 2011.

My Commission expires May 23, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

