



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
MOVE08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

S U B J E C T

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

S H I P T O

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

DATE PRINTED 04/22/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/29/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<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>***** MANDATORY PRE-BID: A MANDATORY PRE-BID MEETING SHALL BE HELD ON MAY 8, 2008 AT 3:00PM. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM, LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305 (CAPITOL COMPLEX, BUILDING 15). ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL BE DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER. *****</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 7, 2008. 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 PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST</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'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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PURCHASER

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0001		EA		962-56		
<p>CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV</p>						
<p>MOVING SERVICES</p>						
<p>EXHIBIT 3</p>						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 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>						

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<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 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>						

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<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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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<p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE</p>						

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<p>ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">BUYER:</td> <td>FILE 42</td> </tr> <tr> <td>RFQ. NO.:</td> <td>MOVE08</td> </tr> <tr> <td>BID OPENING DATE:</td> <td>MAY 29, 2008</td> </tr> <tr> <td>BID OPENING TIME:</td> <td>1:30 PM</td> </tr> </table>							BUYER:	FILE 42	RFQ. NO.:	MOVE08	BID OPENING DATE:	MAY 29, 2008	BID OPENING TIME:	1:30 PM
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<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ MOVE08 ***** TOTAL: _____</p>						

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Request for Quotation – MOVE08

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 and delivery of archived records to the State's record management vendor, currently located at 1545 Hansford Street, Charleston, WV, 25311. 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; and

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 the 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:

1. A mandatory pre-bid meeting shall be held on May 8, 2008, at 3:00PM. The meeting will be in the Purchasing Division Conference Room located at 2019 Washington Street E. Charleston, WV. This is Building 15 in the Capitol Complex. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

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. Contract employees shall be limited to a maximum of 10%. Vendors are responsible for knowing the backgrounds, skills and abilities of all employees assigned to State agency moving services.

4. 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 preceded by "shall, must and/or will" or are stated as a "minimum and/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, etc.
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, etc, including but not limited to doors, door facings, walls, floor surfaces, elevators, building exteriors, parking lots, etc. 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. Based on the size and complexity of the anticipated move, the agency will determine whether vendors need to visit agency offices to confirm and discuss required moving services or whether quotes can be obtained by fax.
11. In instances where the agency determines it is necessary for vendors to visit the agency offices, all vendors holding contracts in the appropriate region shall receive a fax notification of the request for a mandatory site meeting. The faxed 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 three (3) business days following the mandatory site meeting. Vendors must base price quotes on the most efficient and economical recommendation to ensure agencies do not incur excessive costs.

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 smaller moves that the agency determines do not require a mandatory site meeting, the agency must fax a written request for a quote to all eligible vendors with contracts in the appropriate region. The written request shall provide all necessary moving service details, including location of the move, number and types of items to be moved, etc.

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.

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.

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. The vendor must attach 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 Surplus Property and will be required to adhere to all approval requirements. Vendors will not be responsible for assuming the agency responsibilities for Surplus Property deliveries.

2. For delivery of items scheduled for disposition as a result of a move from one office location to another, items to be delivered to Surplus Property 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 that is not a result of a move from one office location to another, agencies must obtain written authorization from Surplus Property. Once the agency receives written authorization from Surplus Property, 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, etc.

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 through the bid process 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. 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 State Surplus Property by the agency and confirmed by the vendor prior to delivery. Deliveries to Surplus Property 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 Surplus Property.

6. The vendor shall prepare an itemized Bill of Lading for every shipment it

transports to State Surplus Property 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.

C. Archived Records

1. Agencies must utilize the statewide record management contract for records to be archived or destroyed, currently held by Archive Services located at 1545 Hansford Street, Charleston, WV 25311. The contract requires the record management vendor to pick up records within a 25-mile radius.

2. For offices located outside a 25-mile radius, agencies must contact all vendors holding contracts for the appropriate region to obtain a cost quotation. The agency must fax a written request for a quote to all vendors with contracts in the appropriate region. The written request shall provide all necessary moving service details, including current location, number and types of items to be moved, etc.

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 through the bid process 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.

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

3. Agencies shall be responsible for contacting the statewide record management vendor to make arrangements for delivery of records from locations within the 25-mile radius.

4. Agencies shall be responsible for packing all records to be delivered to the archived record management vendor. Cartons must be carton dye cut; inside dimensions 16"x12"x10" with a gross weight limit of 95 pounds. Such cartons will

be available under this contract as indicated on the packing material pricing page.

5. The moving service vendor shall be responsible for maintaining the integrity and security of such records and shall be responsible for delivering to the statewide contract vendor's storage location.

D. 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 Jo Ann Adkins at jo.a.adkins@wv.gov 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 for 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 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. *Price Adjustment Provision:* The State of West Virginia will consider bids that contain provisions for price adjustments on an annual basis, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the “pass through” increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments must be based on the Consumer Price Index for like services and must be substantiated in a manner acceptable to the Director of Purchasing. Such request for an increase must be received in writing by the Purchasing Division at least 30 days in advance of the effective date of the increase.

Price Adjustments for temporary storage, hourly labor prices, and packing materials will be accepted at the time of contract renewal only and shall be based on the Consumer Price Index for like services and products.

Price adjustments will be permitted for mileage costs on a quarterly basis to cover gasoline prices. Such increases shall be based on the Consumer Price Index and shall cover both upward and downward movement. Any time the vendor requests a price adjustment the Purchasing Director may either accept or reject the adjustment in its entirety and cancel the contract.

8. *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.

9. *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. Vendors shall indicate the Regions being bid on the Unit Pricing Page attached.
2. Pricing shall also apply to surplus property removal from agency location and delivery to Surplus Property Unit in Dunbar, WV and to the archived records management vendor in Charleston, 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 shall be permitted except as indicated above under price increase provisions.

**UNIT PRICING PAGE - MOVING08
ALL REGIONS**

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

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

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

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

Company Name: _____

Moving Vehicles		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		\$	\$	\$

UNIT PRICING PAGE - MOVE08

PACKING MATERIALS:	UNIT OF MEASURE	UNIT PRICE
Carton 1.5 cu ft (16"X12"X12")	ea	\$
Carton 3.0 cu ft (16"X18"X18")	ea	\$
Carton 4.5 cu ft (24"X18"X18")	ea	\$
Carton 6.0 cu ft (23"X23"X21")	ea	\$
Carton Dye cut; Inside dimensions (16"X12"X10"); gross weight limit of 95 pounds. For deliveries to Archive Services	ea	\$
Wardrobe Ctn 18" Small with Bar	ea	\$
Mirror / Picture Ctn	ea	\$
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	\$
Microwave Box	ea	\$
Lamp box	ea	\$
Crates - Price per Cubic Ft.	cu ft	\$
Record Storage Tote (15"X12"X10")	ea	\$
"		
Crib	ea	\$
39 x 75 Single	ea	\$
54 x 75 Double	ea	\$
King or Queen	ea	\$
39 x 80 Long Twin	ea	\$
Padded Paper Sheets (60"X72")	ea	\$
Bag of Packing Peanuts (15 cu ft)	bag	\$
Computer Anti-Static Bubblewrap (for transporting computer equipment)	ft	\$
Roll of Carpet Shield (24"X200')	ft	\$
Stretch Wrap (18"X1600')	ft	\$
Zip Lock Bags (20"X28")	ea	\$
Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)	pack	\$
Roll Tape (2"X110 yd)	roll	\$
Bubble Wrap (Small Bubble)	roll	\$
Packing Paper (25 lb. Bundle)	Bundle	\$

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

Contact Name: _____

Signed: _____

Date: _____

Phone: _____

Office: _____

Fax: _____

Cell: _____

Email: _____

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:

		Telephone:	
Name		Fax:	
		Email:	

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

- 1) _____
- 2) _____
- 3) _____

REFERENCES

Company Name: _____

Representative _____

Address: _____

Telephone: _____

Company has been is business: _____ Years _____ Months

Company Name: _____

Representative _____

Address: _____

Telephone: _____

Company has been is business: _____ Years _____ Months

Company Name: _____

Representative _____

Address: _____

Telephone: _____

Company has been is business: _____ Years _____ Months

Signature	Date

STATE OF WEST VIRGINIA
Purchasing Division

022

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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____