

MODEMA

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

Request for Quotation

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BEO NUMBERS MOVE08

JO ANN ADKINS B04-558-8802

ADDRESS CORRESPONDENCE TO ATTENTION OF

RFQ COPY TYPE NAME/ADDRESS HERE

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

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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 Viginia 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

Request for Quotation – MOVE08 (Addendum No. 1 Revision) 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 3:00 PM. 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. 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 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. For moves anticipated to be less than \$500, agencies will be permitted to contact one of the MOVE08 vendors in the appropriate region for services.
- 11. For moves anticipated to between \$501 and \$2,500, agencies 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, 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 \$2,501, agencies shall be responsible for providing all vendors holding contracts in the appropriate region with a fax notification of 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 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.

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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 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 <u>jo.a.adkins@wv.gov</u> 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 truck rates, 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

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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.

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UNIT PRICING PAGE - MOVE08 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, Rando	lph, Pendleton, Hardy, Grant, Hampsh	ire, Mineral, Morgan, Berkeley, Jeffe	rson, Tucker, Barbour, Taylor,	and Preston	
Region IV - Braxton, Clay, Nichola	s, Fayette, Raleigh, Wyoming, McDow	vell, Mercer, Summers, Greenbrier, F	Pocahontas, Webster and Mon	roe	
Company Name:					
Movin	g Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day	
Cargo Van 12' to 19' - With or without	i 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		\$	S	\$	
Full Size Enclosed Tractor/Trailer - Air Ride		\$	\$	\$	
Automobile able to carry six individuals		\$	\$	A Cardin Alexandra	
Climate Controlled - Cargo Van 12' to 19'		\$	\$	\$	
Climate Controlled - Box Truck 20' to 30'		\$	\$	\$	
Climate Controlled - Full Size Enclosed Tractor/Trailer		\$	\$	S	
Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)		\$	Hourly Labor Price for Before/After Normal Weekday Busincs Hours	Hourly Labor Price for Weekends and Holidays	
Hourly Labor Price	\$	[P	\$	\$	
Supervisor / Move Coordinator		3			
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	\$
1		
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	S
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:		

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MOVE08 Vendors Participating Authorized Distributors

DISTRIBUTOR	CONTACT NAME	ADDRESS	TELEPHONE	TOLL FREE	FAX	EMAIL

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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: Fax: Name 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: Months Years Company has been is business: Company Name: Representative Address: Telephone: Months Years Company has been is business: Company Name: Representative Address: Telephone: Months Years Company has been is business:

Signature

Date

Central Van & Storage

- Q1. A large percentage of the work averages less than \$400.00 per move. Does purchasing think that the structure of this RFQ will be very cumbersome and expensive administratively speaking to handle so many small moves?
- A1. Use of this contract will remain mandatory regardless of estimated spend amount. However, for moves anticipated to be less than \$800, agencies will be permitted to contact one of the MOVE08 vendors in the appropriate region for services.
- Q2. How will bid integrity be kept and monitored? How can we as vendors be assured that our quotes will not be shared with another vendor prior to award to manipulate the system to allow one vendor advantage over another? State government is very large and we will be dealing with many state employees at all levels and all agencies.
- A2. Integrity of the bid process is required by law. Agency procurement officers are trained in proper purchasing procedures.
- Q3. How will discrepancies in what is discussed and shown to the vendors and what actually is moved or happens during the move be addressed? Additions, subtractions or omissions on the part of the state agency will happen a lot.
- A3. For moves anticipated to be between \$801 and \$2,500, agencies will be required to provide vendors with a written scope of work itemizing all required services. Site visits may be required at the agency's discretion but must be open to all region contract holders.

For moves anticipated to exceed \$2,501, agencies will be required to provide written notification of the site meeting as addressed in the RFQ. Discrepancies are expected to be minimal based on the fact that vendors will receive the same information regarding needed services.

Q4. If this is the format to be followed, every move is a separate bid awarded to the low bidder then why even have a rate sheet? There is a difference in being low bidder and low rate filer.

- A4. Unit prices are required as addressed in the Request for Quotation.
- Q5. Are we to assume travel time from the vendor's location cannot be included in the bid? If the state audits the invoice will they only use the time the crews arrives at the job site?
- A5. Travel time will begin at the vendor's location; however, all mileage charged must be verifiable by the agency.
- Q6. Should vendors not have to supply separate references pertaining to computer and electronic moving? Handling this type of equipment takes specialize personnel, equipment and know how that all movers do not possess.
- A6. No. The specifications address the vendors' responsibilities.
- Q7. Vendors should be required to do background checks on employees coming in contact with state employees, property and sensitive files and information. This is currently done on some moves now for the state. If it has to be done on some then it should be a requirement for all.
- A7. No changes are being made to the original specifications.'
- Q8. ID badges with picture, name and employee number should be worn at all times. Contract labor should be identified also with a temporary badge supplied by vendor.
- A8. No changes are being made to the specifications which require all vendor employees to be identifiable at all times.
- Q9. How will the state monitor non-pay rolled "cash" labor? Not to be confused with contract labor from a temp. Agency.
- A9. Non-pay roll "cash" labor is prohibited.
- Q10. Contract labor percentage should be higher.
- A10. The percentage restriction for contract labor is hereby removed. Vendors assume responsibility for all employees regardless of whether such employees are payroll or contracted. Such responsibility includes background and actions on the job.
- Q11. When will we be notified of having to hold items on trucks? What if the request comes after the move starts?
- A11. Agencies are responsible for knowing whether new locations are ready for occupancy and advising vendors accordingly.

- Q12. Item 10 on page 11 is very vague. What one person thinks is a small move and can be done by fax another will want to do a walkthrough.
- A12. See answer to question 3.
- Q13. On faxed bids with no site survey, how will change orders be handled if all is not disclosed to the vendors? Truck access, building access, stairs, elevators, items that cannot fit on elevators?
- A13. Procedures for change orders are established in the Purchasing Division Policies and Procedures handbook and are the responsibility of the agency to implement.
- Q14. If there are short notice date changes by the state, will the vendor be compensated?
- A14. No. 13 of the specification is being revised to require agencies to provide confirmation of the move date and time no less than 48 hours prior to scheduled move.
- Q15. Item 14 on page 12 is usually a collaborative effort. Please explain in more detail.
- A15. No changes are being made to the specifications.
- Q16. Who prepares the itemized list, included with the paperwork and to what detail?
- A16. As indicated, the itemized Bill of Lading is the vendor's responsibility.
- Q17. Will valuation for furniture and equipment be provided or estimated prior to the move? Will surplus items be valued the same?
- A17. Insurance requirements are stated in Section V (2).
- Q18. Tagging of items and layouts for furniture placement should be the responsibility of the state not the vendor.
- A18. Part IV (23) is hereby revised to require state agencies to assume responsibility for tagging.
- Q19. Will there be a fuel surcharge allowed?
- A19. No

- O20. Does this contract pertain to universities?
- A20. All statewide contracts are available to colleges and universities for use at their discretion.
- Q21. All computer and electronic equipment should be moved on air-ride equipment only.
- A21. The safekeeping of all items moved is the responsibility of the vendor.
- Q22. Why is there no rate for the trucks? Either hourly or daily. A lot of times trucks take hours to load and unload but only travel a few miles.
- A22. An hourly truck rate is being added. The price per mile shall be strictly limited to fuel charges.
- Q23. Can the state provide numbers on what they have spent for moving the past two years? Broken down by vendor and amounts?
- A23. The Purchasing Division does not have the requested information.
- O24. What are the reasons a vendor can be dismissed?
- A24. For failing to abide the terms and conditions of the contract.
- Q25. Will payment by credit card still be the preferred method? Currently approx. 75% of the payments to Central Van by the state are by credit card. Will there be an upper limit that can be charged?
- A25. Yes. Payments are controlled by the State Auditor's Office.
- Q26. As discussed, movers have different methods and equipment to handle moves. In regards to lateral file cabinets only, the movers should be responsible for packing, labeling and unpacking laterals as they see fit. This should be a universal requirement for all moves. State employees should not be asked to pack laterals for the convenience of the movers. This way the mover must budget time and material to complete the task instead of pushing the labor and responsibility to the state.

Example: Mover A is \$500.00 lower than mover B. Mover A requires that 30 lateral files be packed by the state prior to moving. Mover B will use special equipment that will enable the contents to be moved in the cabinets. Mover B is actually the lower cost mover once the state employee labor cost is added in.

If this is not a requirement then who will make the decision on which vendor has the lowest cost? Or will state employee time not be factored in?

On all other furniture the procedure for packing and preparation is standard across all moving companies; this question only pertains to lateral file cabinets.

- A26. This is at the agency's discretion.
- Q27. Will county and city governments be able to use the contract also?
- A27. Yes
- Q28. For moves that are bid, could the movers include the travel time in the bid? Low bidder will be awarded the work. On the move that will fall under the \$ amount for a mandatory bid, travel time should be allowed. Vendors should be required to disclose there location so the state agency can determine which mover is most economical. Sometimes the mover with the lower cost per hour will have a higher total because they have more travel time. Some movers could also charge less travel time by using labor at other offices instead of having the labor travel both ways.
- A28. See answer to question 5 and revised bid sheet.
- Q29. The 3.2 office moving tote (24'x16x13') will be the most widly used container on the price list. These cartons are typically good for up to five moves. Purchasing could make it an option to rent the totes at a reduced rate. The mover would collect them after the move, typically 3 to 4 days to unpack. Then they could be used again on the next move. If the state were to purchase them they could re-use them but the departments would have to keep them and give them to the next agency.
- A29. Agencies will not be permitted to rent totes.

Nationwide Moving

- Q1. Will each amount the goes on the purchase order release be for a set amount or will it be an estimate only.
- A1. Price quotes are to be prepared by vendors as a maximum not to exceed price.
- Q2. Is the price per mile that you ask for on the estimate sheet begin once you arrive at origin or is that from the vendors location?
- A2. Vendor's location.

- Q3. Would an hourly rate for the truck work better than a price per mile?
- A3. An hourly truck rate is being added to the cost bid sheet.
- Q4. Does the vendor get paid for tagging the furniture?
- A4. The specifications are being revised to require agencies be responsible for tagging.
- Q5. Does the vendor or agency decide the size and type of truck to be used on each job?
- A5. Vendor
- Q6. My question is on page 20 of the bid you ask for a price for a carton dye cut. I have no idea what that is and neither does my box vendor.
- A6. A1. These are the boxes that are precut and are folded into place. Typically a storage box with a cut out handle.

DeMary Brothers Tansfer

- Q1. What type of documents do you require to prove 3 years experience moving offices. Do you need an affidavit from one of our references, or a bill or P.O. from a move older than 3 years, or several bills or P.O.'s from the past? What are the others sending to you?
- A1. Any legal document including licenses and worker's compensation certificate.

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.
- I. 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.

- 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:
Signature:
Title:
Date:
Agency: David Tincher, 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
271 day of July
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

DEPUTY ATTORNEY GENERAL

RFQ	No.		

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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:

Purchasing Affidavit (Revised 06/15/07)

REQUISITION NO.:
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. 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.
SIGNATURE
COMPANY
DATE

REV. 11/96