



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
 MOVE11

PAGE
 1

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: 05/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <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 MEETING***** A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 26, 2011 AT 3:00 PM. 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 MEETING SHALL 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 APRIL 28, 2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JEAN Y. JONES DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25303 FAX: 304-558-4115 E-MAIL: JEAN.Y.JONES@WV.GOV</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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

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BID OPENING DATE: 05/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-56		
MOVING SERVICES						
EXHIBIT 3						
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.						
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.						
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.						
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.						

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<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> <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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: MAY 17, 2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ MOVE11 ***** TOTAL: _____						

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Request for Quotation – MOVE11

Moving Services

I. Description of Services

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

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

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

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

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

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

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

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

II. Mandatory Pre-bid:

A mandatory pre-bid meeting shall be held on April 26, 2010 @ 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, will, minimum or maximum" are mandatory deliverables. Signing and submitting a bid shall be considered acknowledgement and acceptance of all mandatory deliverable requirements by the bidder.
3. Vendors shall provide all labor, equipment and materials required including but not limited to lifts, dollies, furniture pads, employee protective clothing, packaging, and anything else required performing the MOVE11 specifications.
4. Moving services shall not include firearms, ammunition, chemical agents, riot gear, bullet proof vests, or any other items used by any law enforcement or correctional institutions for public safety purposes. In such instances, agencies shall be responsible for moving items in the appropriate manner accordingly.
5. Vendors must assure all moving equipment is safe and shall be operated by authorized, trained personnel who are properly licensed to operate such equipment.
6. Vendors must utilize padding and all other relevant procedures to prevent damage to all building interiors, exteriors, exterior grounds, including but not limited to doors, door facings, walls, floor surfaces, elevators, building exteriors, parking lots, and other areas involved in the move.
7. Vendors must be available to provide moving services as may be required by the agency inclusive of regular business hours, before and after regular business hours, weekends and holidays. Vendors must work with the agency to establish a work schedule that will cause the least amount of disruption in business as possible.
8. Vendors shall be responsible for obtaining any applicable permits required.
9. Vendors must have the ability to "hold" items for up to three days on the truck or trucks.
10. Agencies shall contact all vendors with contracts for the appropriate region to obtain a quote for moving services. For moves anticipated to be less than \$1000, agencies will be permitted to contact one of the MOVE11 vendors in the appropriate region for services.
11. For moves anticipated to be between \$1000.01 and \$2,500, agencies must issue a written request for a quote to all eligible vendors with contracts in the appropriate region. The written request shall itemize all required moving service details, including location of the move, number and types of items to be moved, description of moving conditions (elevators, stairs, special instructions regarding

large items, etc) and any other appropriate information to ensure vendors receive a thorough and complete scope of work. **Under no circumstances are agencies permitted to share cost bid information with competing vendors prior to the established deadline for receipt of written cost bids. Cost bid information shall become public record immediately following the issuance of the purchase order release by the agency.** Site visits may be required at the agency's discretion but must be open to all region contract holders and must be scheduled to allow vendors to attend concurrently.

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

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

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

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

writing and must be due to justifiable unforeseen conditions and shall be processed in accordance with change order procedures established in the Purchasing Division Policies and Procedures Handbook.

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

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

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

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

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

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

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

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

19. The vendor shall ensure that all personal computers, terminals, printers

and all other electronic and/or mechanical equipment are packed in a manner that will prohibit any damage during the move. Any damages incurred during the move shall be the responsibility of the vendor. The vendor shall pay the agency for any repair or replacement costs resulting from such damage.

20. Any open file library carts, filled file cabinets or equipment with loose or moveable parts shall be secured with shrink wrap.

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

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

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

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

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

B. Surplus Property Moving Services

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

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

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

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

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

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

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

Vendor name and address;

Contact person and telephone number;

Purchase order release number

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

Surplus Furniture Removal

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

Property must be separated by retirement document. Property from different agencies on different retirement documents cannot be comingled. Transportation, Labor and vehicle fees will be shared based upon the amount of surplus property that is removed from the agency and delivered to:

Purchasing Division
WVSASP
2700 Charles Avenue
Dunbar, WV 25064

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

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

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

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

C. Reporting

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

V. Special Terms and Conditions

1. *Security:* The vendor must have security provisions to ensure the protection of personnel, furniture, equipment, and files/records when the bidder's personnel are on the job site.
2. *Insurance Requirements:* The successful vendor, as an independent bidder, is solely liable for the acts and omissions of its employees and agents.

Vendor will provide proof of insurance coverage prior to the contract award. The vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

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

applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at vendor's location during normal business hours upon written request by Agency within ten (10) days after receipt of the request.

VI. Pricing

1. Vendors must provide unit pricing as requested for each of the line items for the region or regions being bid. All unit pricing shall be applicable in all regions.
2. Pricing shall also apply to surplus property removal from agency location and delivery to Surplus Property Unit in Dunbar, WV.
3. Pricing for supplies as listed on the Pricing Sheet, must be submitted with the bidder's response for evaluation.
4. Unit prices provided during the bid process shall be utilized for all service requests throughout the life of the contract. No variation of unit pricing page MOVE11 shall be permitted.

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

Company Name: _____

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

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	\$
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	\$
Mattress Ctn:		
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: _____

Emergency Contact:

Name: _____

Phone: _____

UNIT PRICING PAGE - MOVE11
REGION II

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

Company Name: _____

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

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	\$
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	\$
Mattress Ctn:		
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: _____

Emergency Contact:

Name: _____

Phone: _____

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

Company Name: _____

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

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	\$
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	\$
Mattress Ctn:		
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: _____

Emergency Contact:

Name: _____

Phone: _____

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

Company Name: _____

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

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	\$
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	\$
Mattress Ctn:		
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: _____

Emergency Contact:

Name: _____

Phone: _____

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 in business: _____ Years _____ Months

Company Name: _____

Representative _____

Address: _____

Telephone: _____

Company has been in business: _____ Years _____ Months

Company Name: _____

Representative _____

Address: _____

Telephone: _____

Company has been in business: _____ Years _____ Months

Signature	Date
-----------	------

Certification

MOVE11

By submitting a signed bid for MOVE11 – supplying moving supplies and services – vendor hereby certifies under penalty of fraud that all mandatory specifications and bid pricing contained in the Request for Quotation are met.

Vendor (Type Name of Company)

Address

Number of Years in business:

Name (Type Name)

Title

Signature

Date

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE STATEWIDE CONTRACT ADDENDUM

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

Whereas the parties have a business relationship; and

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

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

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

1. Definitions.

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

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

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

2. PHI Disclosed; Permitted Uses.

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

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

3. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Termination.

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

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

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

5. General Provisions/Ownership of PHI.

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

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

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

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

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

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

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

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

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

AGREED:

Name of Business Associate: _____

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**

27th day of July, 2004

**DARRELL V. McGRAW, JR.
ATTORNEY GENERAL**

By: Dawn E. Whitfield
DEPUTY ATTORNEY GENERAL

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____