

# Purchase Order



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

PURCHASE ORDER NO.  
 MOVE08B

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

AUDDOE  
 \*709042334      304-842-5471  
 DEMARY BROTHERS TRANSFER INC  
 300 BARNETT RUN RD  
 BRIDGEPORT WV 26330  
 SHIP TO

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

|              |               |               |                |
|--------------|---------------|---------------|----------------|
| DATE PRINTED | TERMS OF SALE | FEIN/SSN      | FUND           |
| 07/08/2008   | NET 30        | 550518135     |                |
| SHIP VIA     | F.O.B         | FREIGHT TERMS | ACCOUNT NUMBER |
| BEST WAY     | DESTINATION   | PREPAID       | MUL-MUL        |

| LINE   | QUANTITY      | UOP      | VENDOR ITEM NO. | UNIT PRICE | AMOUNT  |
|--|---------------|----------|-----------------|------------|---|
|  | DELIVERY DATE | CAT. NO. | ITEM NUMBER     |            |   |
| BLANKET OPEN-END STATEWIDE CONTRACT  |               |          |                 |            |   |
| THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO PROVIDE MOVING SERVICES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS IN ACCORDANCE WITH THE ATTACHED MOVE08 SPECIFICATIONS.   |               |          |                 |            |   |
| *****<br>AGENCIES SHALL CONTACT ALL VENDORS WITH CONTRACTS FOR THE APPROPRIATE REGION TO OBTAIN QUOTE FOR MOVING SERVICES.<br>*****MOVES LESS THAN \$500.00*****<br>AGENCIES WILL BE PERMITTED TO CONTACT ONE OF THE MOVE08 VENDORS IN THE APPROPRIATE REGION FOR SERVICES.  |               |          |                 |            |   |
| *****MOVES BETWEEN \$501.00 - \$2,500.00*****<br>AGENCIES 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 LOCATION OF MOVE NUMBER AND TYPES OF ITEMS TO BE MOVED, DESCRIPTION OF MOVING CONDITIONS (ELEVATORS, STAIRS, SPECIAL INSTRUCTIONS REGARDING LARGE ITEMS, ETC.) AND |               |          |                 |            |   |
|  |               |          |                 |            | PURCHASING DIVISION<br>CERTIFIED ENCUMBERED<br>JUL - 9 2008<br><i>Beverly Toler</i> |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  7/8/08

TOTAL 304 558 8802

*Danette Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS  
 BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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VENDOR  
 \*709042334 304-842-5471  
 DEMARY BROTHERS TRANSFER INC  
 300 BARNETT RUN RD  
 BRIDGEPORT WV 26330

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| SHIP VIA   | F.O.B         | FREIGHT TERMS | ACCOUNT NUMBER |            |        |
| BEST WAY   | DESTINATION   | PREPAID       | MUL-MUL        |            |        |
| LINE   | QUANTITY      | UOP           | VENDOR ITEM NO | UNIT PRICE | AMOUNT |
|  | DELIVERY DATE | CAT. NO.      | ITEM NUMBER    |            |        |
| <p>ANY OTHER APPROPRIATE INFORMATION TO ENSURE VENDORS RECEIVE A THOROUGH AND COMPLETE SCOPE OF WORK. WRITTEN PRICE QUOTATION FOR SERVICES SHALL BE SUBMITTED TO AGENCY WITHIN THREE (3) BUSINESS DAYS OF FAX RECEIPT</p> <p>***MOVES OVER \$2,501.00***<br/>           AGENCIES SHALL BE RESPONSIBLE FOR PROVIDING ALL MOVE08 VENDORS 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. WRITTEN PRICE QUOTATIONS FOR SERVICES SHALL BE SUBMITTED TO AGENCY WITH FIVE (5) BUSINESS DAYS FOLLOWING MANDATORY SITE MEETING.</p> <p>*****NOTICE*****NOTICE*****NOTICE*****</p> <p>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.</p> <p>***SURPLUS PROPERTY DELIVERY INSTRUCTIONS TO AGENCIES AGENCIES WITH DELIVERIES TO BE MADE TO SURPLUS</p> |               |               |                |            |        |
| IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>  |               |               |                |            | TOTAL  |

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
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|              | DELIVERY DATE  | CAT. NO.      | ITEM NUMBER    |               |            |                |  |
|              | PROPERTY SHALL BE RESPONSIBLE FOR ENSURING THE<br>PROPERTY IS PROPERLY RETIRED AND APPROVED AT THE<br>AGENCY LEVEL AND BY THE SURPLUS PROPERTY UNIT.<br>IN ADDITION, DELIVERIES MUST BE SCHEDULED AT LEAST<br>FIVE (5) WORKING DAYS IN ADVANCE WITH THE SURPLUS<br>PROPERTY UNIT. FAILURE TO COMPLY WITH THESE<br>INSTRUCTIONS WILL RESULT IN REJECTION OF ANY<br>DELIVERIES BY THE SURPLUS PROPERTY UNIT.<br><br>**** THE FOLLOWING IS INCORPORATED HEREIN BY<br>REFERENCE AND MADE A PART HEREOF:****<br>REQUEST FOR QUOTATION DATED 04/22/2008.<br>ALL SPECIFICATIONS AND ADDENDA THERETO.<br>VENDOR'S BID DATED 05/05/2008.<br><br>THIS CONTRACT IS MANDATORY FOR THE ALL MOVING SERVICES. |               |                |               |            |                |  |
| 0001         | 07/01/2008   | EA            | 962-56         |               | .00000     |                |  |
|              | MOVING SERVICES  |               |                |               |            |                |  |
|              | EXHIBIT 3  |               |                |               |            |                |  |
|              | LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON<br>JULY 1, 2008 AND EXTENDS FOR A PERIOD OF ONE (1)<br>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS<br>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE   |               |                |               |            |                |  |
|              |  |               |                |               |            | TOTAL          |  |

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VENDOR RECORD

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|              | 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.<br><br>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.<br><br>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.<br><br>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.<br><br>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 |               |                |               |            |                |  |
|              |   |               |                |               |            | TOTAL          |  |

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|              | <p>ESTIMATE, 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</p> |               |                |               |            |                |  |
|              |  |               |                |               |            | TOTAL          |  |

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PURCHASER

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| 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.<br><br>REV. 04/11/2001 |               |               |                 |               |            |                |  |
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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, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

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

**Company Name:** DeMary Brothers Transfer, Inc.

| Moving Vehicles  | Hourly Truck Rate  | Price per Mile   | Temporary Storage Price Per Day                     |
|--|--|--|---|
| Cargo Van 12' to 19' - With or without lift gate               | \$ 30.00   | \$ 0.80  | \$ 200.00   |
| Box Truck 20' to 30' - With or without lift gate - Spring Ride | \$ 30.00   | \$ 0.80  | \$ 200.00   |
| Box Truck 20' to 30' - With or without lift gate - Air Ride    | N/A  | N/A  | N/A   |
| Full Size Enclosed Tractor/Trailer - Spring Ride               | N/A  | N/A  | N/A   |
| Full Size Enclosed Tractor/Trailer - Air Ride                  | N/A  | N/A  | N/A   |
| Automobile able to carry six individuals                       | \$ 10.00   | \$ 0.50  |   |
| Climate Controlled - Cargo Van 12' to 19'                      | N/A  | N/A  | N/A   |
| Climate Controlled - Box Truck 20' to 30'                      | N/A  | N/A  | N/A   |
| Climate Controlled - Full Size Enclosed Tractor/Trailer        | N/A  | N/A  | N/A   |
| <b>Hourly Labor Price</b>                                      | <b>Hourly Labor Price for Normal Weekday Business Hours (6:00 am to 6:00 pm)</b> | <b>Hourly Labor Price for Before/After Normal Weekday Business Hours</b> | <b>Hourly Labor Price for Weekends and Holidays</b> |
| Supervisor / Move Coordinator                                  | \$ 60.00   | \$ 90.00   | \$ 90.00  |
| Driver/ Mover  | \$ 33.00   | \$ 50.00   | \$ 50.00  |
| Mover  | \$ 27.00   | \$ 41.00   | \$ 41.00  |

**UNIT PRICING PAGE - MOVE08**

| <b>PACKING MATERIALS:</b>  | <b>UNIT OF MEASURE</b> | <b>UNIT PRICE</b> |
|--|------------------------|-------------------|
| Carton 1.5 cu ft (16"X12"X12")   | ea                     | \$ 1.75           |
| Carton 3.0 cu ft (16"X18"X18")   | ea                     | \$ 2.75           |
| Carton 4.5 cu ft (24"X18"X18")   | ea                     | \$ 3.50           |
| Carton 6.0 cu ft (23"X23"X21")   | ea                     | \$ 4.00           |
| Carton Dye cut; Inside dimensions (16"X12"X10"); gross weight limit of 95 pounds. For deliveries to Archive Services | ea                     | \$ 2.50           |
| Wardrobe Ctn 18" Small with Bar  | ea                     | \$ 13.00          |
| Mirror / Picture Ctn   | ea                     | \$ 7.75           |
| Glass / Dish Pak 5.2 cu ft (29"X18"X18")   | ea                     | \$ 6.75           |
| Microwave Box  | ea                     | N/A               |
| Lamp box   | ea                     | N/A               |
| Crates - Price per Cubic Ft.   | cu ft                  | \$ 10.00          |
| Record Storage Tote (15"X12"X10")  | ea                     | \$ 1.75           |
| "  |                        |                   |
| Crib   | ea                     | \$ 7.00           |
| 39 x 75 Single   | ea                     | \$ 11.00          |
| 54 x 75 Double   | ea                     | \$ 12.00          |
| King or Queen  | ea                     | \$ 17.00          |
| 39 x 80 Long Twin  | ea                     | \$ 11.00          |
| Padded Paper Sheets (60"X72")  | ea                     | \$ 2.00           |
| Bag of Packing Peanuts (15 cu ft)  | bag                    | \$ 30.00          |
| Computer Anti-Static Bubblewrap (for transporting computer equipment)  | ft                     | \$ 70.00          |
| Roll of Carpet Shield (24"X200')   | ft                     | \$ 80.00          |
| Stretch Wrap (18"X1600')   | ft                     | \$ 25.00          |
| Zip Lock Bags (20"X28")  | ea                     | \$ 2.50           |
| Moving Labels (6 per sheet / 500 sheets per pack - up to 8 colors)   | pack                   | \$ 50.00          |
| Roll Tape (2"X110 yd)  | roll                   | \$ 3.50           |
| Bubble Wrap (Small Bubble)   | roll                   | \$ 48.00          |
| Packing Paper (25 lb. Bundle)  | Bundle                 | \$ 25.00          |

| <b>PACKING MATERIALS:</b>                  | <b>UNIT OF MEASURE</b> | <b>RENTAL FEE PER JOB</b> |
|--|------------------------|---------------------------|
| Office Moving Tote 3.2 cu ft (24"X16"X13") | ea                     | N/A                       |

Contact Name:     Jeff Miller    

Signed: \_\_\_\_\_

Date:     05/05/2008    

Phone:     304-842-5471    

Office: \_\_\_\_\_

Fax:     304-842-4732    

Cell: \_\_\_\_\_

Email:     movespecialist@yahoo.com

**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 be 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.**

**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 [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov) or mail to 2019 Washington Street East, Charleston, WV 25303.

2. Each report must contain the following information: Requisition number, address and contact name, locations of all moves/services provided, and total cost of service.

#### **V. Special Terms and Conditions**

1. *Security:* The vendor must have security provisions for the protection of personnel, furniture, equipment, and files/records when the bidder's personnel are on the job site.

2. *Insurance Requirements:* The successful vendor, as an independent bidder, is solely liable for the acts and omissions of its employees and agents. Vendor will provide proof insurance coverage prior to the contract award. The vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

a) For bodily injury (including death): five-hundred thousand dollars (\$500,000) per person minimum one-million dollars (\$1,000,000) per occurrence.

b) For property damage: minimum one-million dollars (\$1,000,000) per occurrence.

c) Automobile liability (any auto, hired autos & non-owned): one-million dollars (\$1,000,000) single limit (each accident); twenty-five thousand (\$25,000) content limits. The state reserves the right to request additional content coverage when the \$25,000 limit is determined to be insufficient.

3. *Indemnification:* The State of West Virginia shall not be responsible for any claim for injuries, including death, to the Vendors, the Vendor's agents, employees, temporaries, or third person, occurring on State property and the Vendor agrees to indemnify and save the State of West Virginia and its officials harmless from any and all such claims arising from the use of State property and operation of the Vendor thereof pursuant to this contract.

4. *Confidentiality:* Vendors shall make it known to all personnel performing under this contract that they shall abide by the Privacy Act of 1974. The confidentiality of all sensitive information such as medical, income assistance, and personnel records shall be protected against unauthorized disclosure. This includes, but is not limited to, any and all moving services. The vendor shall assume full responsibility for the safeguarding of all information.

5. *HIPPA:* Attachment III – attached. This must be signed and returned preferably with the bid.

6. *Purchasing Affidavit:* West Virginia State Code §5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia.

7. *Price Adjustment Provision:* The State of West Virginia will consider bids

that contain provisions for price adjustments on an annual basis, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments must be based on the Consumer Price Index for like services and must be substantiated in a manner acceptable to the Director of Purchasing. Such request for an increase must be received in writing by the Purchasing Division at least 30 days in advance of the effective date of the increase.

Price Adjustments for temporary storage, hourly 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

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.

# Purchase Order



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

PURCHASE ORDER NO.  
 MOVE08B

PAGE  
 \_\_\_\_\_

BLANKET RELEASE  
 00

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER  
 \_\_\_\_\_

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

INVOICE TO

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

VENDOR

\*709042334      304-842-5471  
 DEMARY BROTHERS TRANSFER INC  
 300 BARNETT RUN RD  
 BRIDGEPORT WV 26330

SHIP TO

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

| DATE PRINTED |               | TERMS OF SALE |                                    | FEIN/SSN      |            | FUND           |      |
|--------------|---------------|---------------|------------------------------------|---------------|------------|----------------|------|
| 07/08/2008   |               | NET 30        |                                    | 550518135     |            |                |      |
| SHIP VIA     |               | F.O.B.        |                                    | FREIGHT TERMS |            | ACCOUNT NUMBER |      |
| BEST WAY     |               | DESTINATION   |                                    | PREPAID       |            | MUL-MUL        |      |
| LINE         | QUANTITY      | UOP           | VENDOR ITEM NO.                    |               | UNIT PRICE | AMOUNT         |      |
|              | DELIVERY DATE | CAT. NO.      | ITEM NUMBER                        |               |            |                |      |
|              |               |               | RECEIPT TICKET FOR PURCHASE ORDER: |               |            | MOVE08B        |      |
|              |               |               |                                    |               |            | QTY            | DATE |
| 0001         |               | 962-56        | MOVING SERVICES                    |               |            |                |      |
|              |               |               | SIGNATURE _____                    |               |            | DATE _____     |      |
|              |               |               |                                    |               |            | TOTAL          |      |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE