



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
7010C008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

PROPERTY

RFQ COPY
TYPE NAME/ADDRESS HERE
 CHEMUNG SUPPLY CORP
 PO BOX 527
 ELMIRA, NY 14902

SHIP TO

**DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750**

DATE PRINTED 03/10/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **03/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-59 15500' PROVIDE SNOW PLOW BLADE OPEN END CONTRACT TO PROVIDE SNOW PLOW BLADES WITH TUNGSTEN CARBIDE INSERTS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS. ESTIMATED USAGE 3 FOOT BLADES - 2500 ESTIMATED USAGE 4 FOOT BLADES - 2000 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. 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	33.89	525,295.00

RECEIVED
 2010 MAR 22 A 8:47
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **607-733-5506** DATE **3/19/10**

TITLE **President** FEIN **16-0380890** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: **607733-5506** DATE: **3/19/10**

TITLE: **President** FEIN: **16-0380890** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **607-733-5506** DATE **3/19/10**

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- NO. 1
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH
 ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL
 REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
 ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
 AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
 INFORMATION ISSUED IN WRITING AND ADDED TO THE
 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
 SIGNATURE Marc P. Stemerman

.... Chemung Supply Corp....
 COMPANY

.....3/19/10.....
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED
 WITH THE BID.

REV. 09/21/2009

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 607-7335506	DATE 3/19/10
TITLE President	FEIN 16-0380890	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, 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 ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,</p>						

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<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7010C008</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 6077335506	DATE 3/19/10
TITLE President	FAX 16-0380890	ADDRESS CHANGES TO BE NOTED ABOVE

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Blade Blank:

Material: The blade blank shall be constructed of flat hot rolled steel of SAE 1020 or 1045.

Punching: Shall be 11/16" square holes with counter sink to receive standard 5/8" diameter plow bolts.

A groove shall be milled off center in the cutting edge to receive the tungsten carbide insert. The leading edge forward of the insert shall have the greatest thickness.

Dimensions:

- a. Length-3 and 4 foot sections, number of pieces of each length will be specified on applicable purchase order.
- b. Width – 5 inches
- c. Thickness – 7/8"
- d. Mounting Holes – Vertical spacing AASHO regular, to be mounted on standard production domestic snow plows manufactured: Wausau, Good Roads, Valk, Frink Gettelman, Austin Western, Walters.

Tungsten Carbide Insert:

- a. Size of insert to be:

Michael D. Austin @ WV. Gov

Width - .360+

Height - .750+

Length - 1.00 nominal

- b. Shall be of high shock resistant grade density of approximately minimum 14.3 to 14.6 and Rockwell "A" hardness approximately 88. Traverse rupture strength of 350,000 psi min.
- c. The bidder shall furnish with his bid proposal a manufacturer certification that the material of the inserts meets the specification as set forth. Also to certify that the inserts meet virgin tungsten carbide quality specification with no hard scrap granules.

Brazing:

- a. The insert shall be brazed in the groove using a high strength alloy type brazing material. The braze shear strength to be 30,000 PSI minimum.
- b. The insert shall be brazed on all sides consistent with sound brazing particles with no evidence or voids or use of shims.
- c. Each blade section shall have its insert groove completely filled with tungsten carbide for its entire length.

Blade Specified Requirements:

- a. Each blade will show no evidence of warpage, distortion, deformation, or surface cracking.
- b. Each blade insert shall be uniform in height so that no individual insert unit will project more than 1/32" lower.
- c. Each blade shall have the manufacturer's name or symbol readily identifiable on the blade metal at a point outside the normal wear area. Other means of identification, if permanent and easily interpreted may be used, providing it exhibits the above mentioned manufacturer's name or symbol. Painted on codes are acceptable.
- d. Paint shall be manufacturer's standard.

3 FT. Plow Blade - \$ 101.67ea .

4 FT. Plow Blade - \$ 135.56ea .

Vendor must guarantee that he will maintain in his warehouse adequate stock to Supply the needs of the WV Division of Highways at all times. Orders must not be held by the vendor until a maximum order point has been reached. Orders should be delivered in a maximum of three (3) working days or the WV Division of Highways Equipment parts Expenditer may go off contract to purchase the parts on the Open Market, after 5 days with the approval of the Equipment Division Director.

A restocking charge can only be attached by the vendor with prior mutual consent. Delivery is an integral part of this contract and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts, supplies, etc.

ALL ORDERS WILL BE A 10,000 LB. MINIMUM.

Blades may be shipped to locations listed on page 5 if specified on the Purchase Order. If not specified, they are to be shipped to the Equipment Division.

Equipment Division

WV Division of Highways
 PO Box 610
 Buckhannon, WV 26201
 ATTENTION: Kevin Riley

WVDOT/Division of Highways
 D-1
 1340 Smith St.
 Charleston, WV 25301
 Attn: Melissa Mullens

WVDOT/Division of Highways
 D-2
 Po. Box 880
 Huntington, WV 25712
 Attn: Keith Chapman

WVDOT/Division of Highways
 D-3
 626 Depot St.
 Parkersburg, WV 26101
 Attn: Mark Kimes

WVDOT/Division of Highways
 D-4
 P.O. BOX 2570
 Clarksburg, WV 26301
 Attn: John Bartlett

WVDOT/Division of Highways
 D-5
 PO BOX 99
 BURLINGTON, WV 26710
 Attn: Pat Broadhurst

WVDOT/Division of Highways
 D-6
 1 DOT Drive
 Moundsville, WV 26041-2353
 Attn: Carol Ryan

WVDOT/Division Highways
 D-7
 Drawer 1228
 Weston, WV 26452
 Attn: Melissa Jordan

WVDOT/Division of Highways
 D-8
 PO Box 1516
 Elkins, WV 26241
 Attn: Debbie Barnett

WVDOT/Division of Highways
 D-9
 103 ½ Church Street
 Lewisburg, WV 24901
 Attn: Keith Brown

WVDOT/Division of Highways
 D-10
 270 Hardwood Lane
 Princeton, WV 24740
 Attn: Tommy Camden



GERDAU AMERISTEEL MANTOBA
 27 MAIN ST.
 SELKIRK MB R1A 1P6 CAN
 (204)482-3241

Chemical and Physical Test Report
 MADE IN CANADA

R-017364

SHIP TO CHEMUNG SUPPLY CORP. 98 PHILO ROAD W. ELMIRA, NY 14903	INVOICE TO CHEMUNG SUPPLY CORPORATION PO Box 527 ELMIRA, NY 14902	SHIP DATE 03/18/10	CUST. ACCOUNT NO 71000450
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PRODUCED IN: MANTOBA

SHAPE + SIZE	GRADE	SPECIFICATION	SALES ORDER	CUST P.O. NUMBER
F34 X 6	1028		0058015-03	C81955-03
HEAT I.D.	C	Mn P S Si Cu Ni Cr Mo		
R631858	.24	.77 .011 .027 .23 .35 .11 .12 .020		

PRODUCED IN: MANTOBA

SHAPE + SIZE	GRADE	SPECIFICATION	SALES ORDER	CUST P.O. NUMBER
F34 X 6	1028		0058015-03	C81955-03
HEAT I.D.	C	Mn P S Si Cu Ni Cr Mo		
R631859	.25	.67 .006 .023 .17 .28 .10 .10 .023		

PRODUCED IN: MANTOBA

SHAPE + SIZE	GRADE	SPECIFICATION	SALES ORDER	CUST P.O. NUMBER
F34 X 6	1028		0058015-03	C81955-03
HEAT I.D.	C	Mn P S Si Cu Ni Cr Mo		
R633185	.26	.67 .011 .028 .19 .29 .10 .11 .015		

PRODUCED IN: MANTOBA

SHAPE + SIZE	GRADE	SPECIFICATION	SALES ORDER	CUST P.O. NUMBER
F7/8 X 5	1045		0058015-02	C81955-02
HEAT I.D.	C	Mn P S Si Cu Ni Cr Mo		
R633198	.47	.78 .010 .031 .21 .26 .10 .12 .019		

Customer Notes

NO WELD REPAIRMENT PERFORMED. STEEL NOT EXPOSED TO MERCURY.
 This material, including the billets, was melted and manufactured in Canada
 Bhaskar Yalamanchili

THE ABOVE FIGURES ARE CERTIFIED EXTRACTS FROM THE ORIGINAL CHEMICAL AND PHYSICAL TEST RECORDS
 AS CONTAINED IN THE PERMANENT RECORDS OF COMPANY.

Bhaskar Yalamanchili
 Quality Director
 Gerdau Ameristeel

Metalurgical Services Manager
 GERDAU AMERISTEEL MANTOBA

Seller warrants that all material furnished shall comply with specifications subject to standard published manufacturing variations. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY THE
 SELLER AND SPECIFICALLY EXCLUDED ARE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 In no event shall seller be liable for indirect, consequential or punitive damages arising out of or related to the materials furnished by seller.
 Any claim for damages for materials that do not conform to specifications must be made from buyer to seller immediately after delivery of same in order to allow the seller the opportunity to inspect the material in
 question.

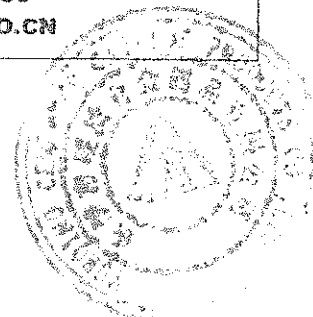
浙江锐利硬质合金有限责任公司
 ZHEJIANG RUILI
 CEMENTED CARBIDE COMPANY



CERTIFICATE OF QUALITY AND WEIGHT
 质量、重量证明书

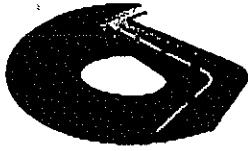
COMODITY 品名	Snowplow blade	DATE 日期	JAN 30, 2010	
LOT NO. 生产批号	RL0118	QUANTITY 数量	NET WEIGHT 净重	4832.5 KG
TYPE 型号	1" & .99"		GROSS WEIGHT 毛重	5200 KG
GRADE 牌号	YG11C VIRGIN CARBIDE		PIECES 片数	100,000 PCS
DENSITY 密度 (g/cm ³)	14.3	PACKAGE 包装	200 CARTON CASES IN 5 PELLETS	
HARDNESS 硬度(HRA)	88.9			
TRS 抗弯强度 (N/mm ²)	2880	POROCITY 孔隙度	A	A02
GRAIN SIZE 晶粒度 (um)	2.4		B	B00
INSPECTOR 检验员	DOUBLE CHECKER 复检员		C	C00
		ZHEJIANG RUILI CEMENTED CARBIDE CO.,LTD 浙江锐利硬质合金有限公司 TEL: 0086-577-62057896 FAX: 0086-577-62057898 E-MAIL: BAOSHH@YAHOO.CN		

ADD: NO. 238, INDUSTRIAL ZONE, QUEQING CITY, ZHEJIANG PROVINCE CHINA
 地址: 浙江省乐清市中心工业园纬八路 238 号 邮编: 325600





SERVING MUNICIPALITIES FOR OVER 75 YEARS



Chemung Supply

corporation

ROUTE 14 • POST OFFICE BOX 527 • ELMIRA, NEW YORK 14902 • (607) 733-5506 • FAX (607) 732-5379

03/25/2010

West Virginia Department of Administration
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130

RE: RFQ# 70-10C008

Michael D. Austin

This letter is to acknowledge the receipt of addendum # 1 (attached). Our original bid was bid at the price per foot as requested.

Please feel free to contact me with any questions you may have.

Thanks,

Greg Moore
Director of Opporations

RECEIVED
2010 MAR 25 P 12:46
PURCHASING DIVISION
STATE OF WV



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Department of Administration
Purchasing Division
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGE QUANTITY		
				FROM: QUANTITY OF 1 EACH		
				TO: PRICE PER FOOT		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 03/24/10 @ 1:30 P.M.		
				TO: 03/31/10 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001	15,500	FT		765-59	33.89'	
				SNOW PLOW BLADE		
***** THIS IS THE END OF RFQ 7010C008 *****					TOTAL:	525,295.00
SIGNATURE				TELEPHONE	DATE	
Marc P. Stemerma				607 733-5506	3/25/10	
TITLE				ADDRESS CHANGES TO BE NOTED ABOVE		
President				16-0380890		

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).

Rev. 12/15/09

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

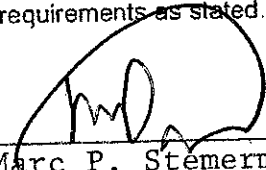
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Chemung Supply Corp.


Marc P. Stemeran, President

Authorized Signature: _____

Date: 3/19/10

State of New York

County of Chemung, to-wit:

Taken, subscribed, and sworn to before me this 19 day of March, 20 10

My Commission expires _____, 20 _____

AFFIX SEAL HERE

NOTARY PUBLIC Susanne M. Carrier

SUSANNE M. CARRIER
Notary Public, State of New York
No. 4776654 Chemung County
Commission Expires Dec. 31, 20 10