

Debo Moving & Storage, Inc.

600 Corporation Drive • Aliquippa, PA 15001

Toll Free: 800-281-9563 • Phone: 724-512-0325 • Fax: 724-512-0337

May 24, 2011

Jean Y. Jones
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston WV 25303

Dear Ms Jones.

We appreciate at Debo Moving and Storage this opportunity to submit and make proposal for the RFQ Move11 for moving services to the government agencies of West Virginia. We understand the importance in successfully completing a vendor selection process and offer our best in the following pages for your consideration and award of this contract.

Please review our entire proposal and do not hesitate to call with questions to clarify this plan of action.

Cordially Yours,

Brian K. Debo

President

Douglas J. Campbell

Director of Corporate Relocation

16 816 LPL

Company Contact information:

Phone: 724-512-0325, Fax: 724-512-0337, website: www.debomoving.com

Doug's Cell: 724-561-8056, Brian's Cell: 724-624-4749

Email: doug@debomoving.com brian@debomoving.com

EXHIBIT 10

REQUISITION NO.: MOVEII

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.
Douglas / Compbell
SIGNATURE /

REV, 11/96

PAGE 1 of 3

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

Company Name: DEBO MOVING AND STORAGE INC. VENDOR # 808155645

Movi	ng Vehicles	Hourly Truck Rate	Price per Mile	Temporary Storage Price Per Day
Cargo Van 12' to 19' - With o	r without lift gate	s 28.00	\$ 2.50	\$ 50.00
Box Truck 20' to 30' - With or	r without lift gate - Spring Ride	s 28.00	\$ 2.95	\$ 75.00
Box Truck 20' to 30' - With or	without lift gate - Air Ride	\$ 28.00	2.95	\$ 75 . 00
Full Size Enclosed Tractor/Tr	ailer - Spring Ride	\$ 50.00	3.00	\$ 75 . 00
Full Size Enclosed Tractor/Tra	ailer - Air Rìde	_{\$} 50.00	\$ 3.00	\$ 75.00
Automobile able to carry six is	ndividuals	\$ 25.00	\$ 3.00	\$ N/A
Climate Controlled - Cargo Van 12' to 19'		_{\$} 40.00	\$ 3.00	_{\$} 150.00
Climate Controlled - Box Truck 20' to 30'		ş 56 . 00	_{\$} 3.25	_{\$} 250.00
Climate Controlled - Full Size	Enclosed Tractor/Trailer	§ 75.00	\$ 3.50	\$ 125.00
	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
Hourly Labor Price	^{\$} 50.00	\$	^{\$} 75.00	80.00
	s 40.00	\$	60.00	60.00
lover	28.00	s	42.00 \$	56.00

PAGE 2 of 3

PACKING MATERIALS:	UNIT OF MEASURE	UNIT PRICE
Carton 1.5 cu ft (16"X12"X12")	ea	\$ 1.70
Carton 3.0 cu ft (16"X18"X18")	ea	
Carton 4.5 cu ft (24"X18"X18")	ea	\$ 3:38
Carton 6.0 cu ft (23"X23"X21")	ea	\$ 5.05
Wardrobe Ctn 18" Small with Bar	ea	\$ 17.20 Rental \$3.00
Mirror / Picture Ctn	ea	\$ 10.15
Glass / Dish Pak 5.2 cu ft (29"X18"X18")	ea	
Microwave Box	ea	\$ 7 <u>3</u> 38
Lamp box	ea	\$ 3.90
Crates - Price per Cubic Ft.	cu ft	\$ 15.50(5 cf Minimum
Record Storage Tote (15"X12"X10")	ea	\$ 2.00
Mattress Ctn:		
Crib	ea	\$ 8.15
39 x 75 Single	ea	\$ 11.95
54 x 75 Double	ea	\$ 14.55
King or Queen	ea	ΙΨ
39 x 80 Long Twin	ea	\$ 24.40
Padded Paper Sheets (60"X72")	ea	\$ 2.73
Bag of Packing Peanuts (15 cu ft)	bag	\$ 25.00
Computer Anti-Static Bubblewrap (for transporting		1
computer equipment)	ft	\$.19
Roll of Carpet Shield (24"X200')	ft	\$.27/\$50 a Roll
Stretch Wrap (18"X1600')	ft	\$.06/\$90 a Roll
Zip Lock Bags (20"X28")	ea	\$ 2.00
Moving Labels (6 per sheet / 500 sheets per pack - up		
to 8 colors)	pack	\$ 30.00
Roll Tape (2"X110 yd	roll	\$ 2.95
Bubble Wrap (Small Bubble)	roll	\$150,00
Packing Paper (25 lb. Bundle)	Bundle	\$ 20.75/.83 peR 1b

PACKING MATERIALS:	UNIT OF MEASURE		RENTAL FEE PER JOB
Office Moving Tote 3.2 cu ft (24"X16"X13")	ea	\$	2.00

Contact Signed	3 11 Dela	
Date:	5/24/2011	
Phone:	1-800-281-9563	Office: 1-724-512-0325
Fax:	1-724-512-0337	Cell: 1-724-624-4749
Email:	BRIAN@DEBOMOVING.COM	
Emerger	ncy Contact:	•
Name: _	BRIAN DEBO	Phone: 1-724-624-4749

PRICING PAGE

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Debo Moving and Storage 600 Corporation Drive Aliquippa PA 15001 West Virginia State Vendor #808155645

Additional Ancillary Charges that can be accessed as needed on moving service projects for MOVE11 contract.

ANCILLARY CHARGES

EMERGENCY RATES

RATE PER/HOUR

Supervisor/Move Coordinator Driver

\$80.00 \$60.00

Mover

\$56.00

NOTE: Immediate Action Projects due to conditions beyond state agencies control. Examples: Flood, Building Condemned, Health Hazard, Natural Disasters etc.

TRAVEL TIME

RATE PER/HOUR

NOTE: This is based on time traveled to and from job sight location

Rate per Hour per Crew member. See Rates Above for charges that apply.

MOVE PLANNING MEETINGS and PROJECT MANAGEMENT

On Site Hourly Rate/per person

\$50.00

HOTEL ACCOMODATIONS

NOTE: For Projects that will take longer than one day and over 4 hour Travel Time

PER CREW MEMBER/PER NIGHT

\$62.00

FUEL SURCHARGE

FLAT RATE/MILES/PER TRUCK

0 - 40 41 - 100

\$24.00

41 - 100

\$36.00

101 - 200

\$48.00

200 Plus

\$60.00

PACKING AND MATERIALS FOR OFFICE MOVE

Containers

Box Cost

Office File Totes

\$3.15

ADDITIONAL MATERIALS AND SERVICES

Brown Paper Pads each

\$2.73

Keyboard Bags each

\$2.00

Quote Provided

Debris Removal

Per Project Bases

THIRD PARTY SERVICES

NOTE: In projects that may include special disassembly and assembly of items(exam. Freestanding and systems furniture) we will have additional cost by Third Party Vendors.

This can be consulted and negotiated with each agency to ensure proper action to complete plan.

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

Company Name: DEBO MOVING AND STORAGE INC. VENDOR # 808155645

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Automobile able to carry six individuals	s	25.00	\$ 3.00	S N/A
Climate Controlled - Cargo Van 12' to 19'	s	40.00	s 3.00	§ 150.00
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Mirror / Picture Ctn	ea	\$ 10.15
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Contact	Name: BRIAN K. DEBU		
	Billeto	90°	
Date: _	5-24-11		
Phone:	1-800-281-9563	Office: 1-724-512-0325	
Fax:	1-724-512-0337	Cell: <u>1-724-624-4749</u>	
Email:	BRIAN@DEBOMOVING.COM		
Emerge	ency Contact:		
Name: _	BRIAN K. DEBO	Phone: 1-724-624-4749	

PRICING PAGE

3 OF 3

Debo Moving and Storage 600 Corporation Drive Aliquippa PA 15001 West Virginia State Vendor #808155645

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PER CREW MEMBER/PER NIGHT \$62.00

FUEL SURCHARGE FLAT RATE/MILES/PER TRUCK
0 - 40 \$24.00
41 - 100 \$36.00
101 - 200 \$48.00
200 Plus \$60.00

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Office File Totes \$3.15

ADDITIONAL MATERIALS AND SERVICES

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Quote Provided Debris Removal Per Project Bases

THIRD PARTY SERVICES

NOTE: In projects that may include special disassembly and assembly of items(exam. Freestanding and systems furniture) we will have additional cost by Third Party Vendors.

This can be consulted and negotiated with each agency to ensure proper action to complete plan.

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:

RRTAN K. DEB	n		Telephone:	1-800-281-9563	
	Vame		Fax: Email:	1-724-512-0337 BRIAN@DEBOMOVING.COM	
· · · · · · · · · · · · · · · · · · ·		ithin the State of West ach additional sheet.)	Virginia:		
1) DEBO M	OVING AND ST	ORAGE IS ABLE	TO SERVIC	<u>CE</u>	
2) REGION	S I and III	FROM CURRENT I	OCATION.		
3)			· · · · · · · · · · · · · · · · · · ·	<u> </u>	
		REFERENCI	ES.		
Company Name:	COMMONWEAL	TH OF PENNSYLV	ANIA, DEP	T. OF GEN. SERVICES BUR. OF PI	ROC
Representative	WANDA BOWE	RS, COMMODITY	SPECIALIS	T, PROFESSIONAL SERVICES	
Address:		•	-	BURG PA 17101	
Telephone:	717-346-	3840 email: WE	OWERS@sta	te.pa.us	
Company has been is	s business:	50 plus YR	S Years	Months	
Company Name: Representative				. OF PUBLIC WELFARE ICES DIV. ALLEGHENY COUNTY	
Address:	301 FIFTH A	VENUE, PITTSBU	RGH PA 15	222	
Telephone:	412-565-221	7 email: RDISA	NTO@state	.pa.us	
Company has been is	s business:	25 PLUS YR	S Years	Months	
Company Name:	BEAVER COUN	TY COURTHOUSE			
Representative Address:		LE, DIR. OF AD BEAVER PA 150		TCES	
Telephone:	724-728-570	O email: VLAVA	LLE@BEAVE	RCOUNTYPA.GOV	
Company has been is	business:	50 PLUS YRS	Years	Months	
	Dol	AND THE PROPERTY OF THE PROPER		5-24-11	
	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)	3
600 CORPORATION DRIVE, ALIQUIPPA PA 15001	
Address	***
Number of Years in business: 26	····
BRIAN K. DEBO	PRESIDENT
Name (Type Name)	Title
	5-24-11
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, lincluding the Privacy and Security Rules, and the parties do agree to at all times treat the PHI and Interpret this Addendum consistently with that desire.

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

1. Definitions.

- a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.
- b. Privacy Rule. Privacy Rule means the Standards for Privacy of Individually
 Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.
- c. Security Rule. Security Rule means the Standards for the security of electronic protected health information found at 45 CFR Part 164, Subpart C, as amended.

2. PHI Disclosed; Permitted Uses.

- a. PHI Described. PHI disclosed by the Agency to the Business Associate, PHI created by the Business Associate on behalf of the Agency, and PHI received by the Business Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original contract.
- b. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original contract, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or violate the minimum necessary policies and procedures of the Agency.

- 3. Obligations of Business Associate.
- a. Stated Purposes Only. The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required by law.
- b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as required by this Addendum or by law.
- c. Safeguards. The Associate will use appropriate safeguards to prevent use or disclosure of the PHI except as provided for in this Addendum. This shall include, but not be limited to:
- (I) Limitation of the groups of its employees or agents to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary;
- (ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;
- (iii) Maintenance of a comprehensive written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations.
- d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. Report of Disclosure. The Associate will promptly report to the Agency, in writing, any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.
- f. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum.
- g. Documentation. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §§ 164.528 and 164.316. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such PHI shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of purposes of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.
- h. Accounting Rights. Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the PHI required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § .164.528.
- i. Access to PHI. Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.
- j. Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, Including, but not limited to, 45 CFR § 164.526.

- k. Retention of PHI. Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.g. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- I. Agents, Subcontractors Compliance. The Associate will ensure that any of its agents, including any subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder.
- m. Amendments. The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.
- n. Federal Access. The Associate shall make its internal practices books, and records relating to the use and disclosure of PHI received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504.

4. Termination.

- Associate shall return or destroy all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of this Addendum.
- 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 said without Agency's or the affected individual's written consent.

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: Dela 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:
Date:

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
27/2 day of July
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL
By: Jaun L Wayleld

RFQ No.	MOVE11

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: <u>DEBO MOVING AND STORAG</u>	
Authorized Signature:	Date: 5-24-1/
State of Pennsylvania	
County of BEAVER , to-wit:	
Taken, subscribed, and sworn to before me this 24tha	y of <u>MAY</u> . 2011.
My Commission expires Feb. 4, 2014	2014.
AFFIX SEAL HERE	NOTARY PUBLIC Douglas J. Campbell

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Douglas J. Campbell, Notary Public New Brighton Boro, Beaver County My Commission Expires Feb. 4, 2014

Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 12/15/09)