



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 554622

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000106565

SO Doc ID: DOT1900000105

Legal Name: CHEMUNG SUPPLY CORPORATION

Published Date: 4/23/19

Alias/DBA:

Close Date: 5/8/19

Total Bid: \$47,253.00

Close Time: 13:30

Response Date: 05/07/2019

Status: Closed

Response Time: 9:46

Solicitation Description: GUARDRAILS AND ACCESSORIES  
(0819C0184)

Total of Header Attachments: 1

Total of All Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 554622  
**Solicitation Description :** GUARDRAILS AND ACCESSORIES (0819C0184)  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-08 13:30:00	SR 0803 ESR05071900000005093	1

<b>VENDOR</b>
000000106565 CHEMUNG SUPPLY CORPORATION

**Solicitation Number:** CRFQ 0803 DOT1900000105

**Total Bid :** \$47,253.00      **Response Date:** 2019-05-07      **Response Time:** 09:46:58

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STRAIGHT GUARDRAIL SECTION 13'6"	250.00000	EA	\$74.400000	\$18,600.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	STRAIGHT GUARDRAIL SECTION
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	6' GALVANIZED GUARDRAIL POST	150.00000	EA	\$42.000000	\$6,300.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	6' GALVANIZED GUARDRAIL POST
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	8' GALVANIZED GUARDRAIL POST	150.00000	EA	\$57.600000	\$8,640.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	8' GALVANIZED GUARDRAIL POST
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	8" PLASTIC BLOCKS	50.00000	EA	\$5.100000	\$255.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	8" PLASTIC BLOCKS
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	SINGLE BUFFEER ENDS	30.00000	EA	\$30.000000	\$900.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : SINGLE BUFFER ENDS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	10' RADIUS RAIL (CONVEX)	15.00000	EA	\$108.000000	\$1,620.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 10' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	15' RADIUS RAIL (CONVEX)	15.00000	EA	\$102.000000	\$1,530.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 15' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	25' RADIUS RAIL (CONVEX)	15.00000	EA	\$102.000000	\$1,530.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 25' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	35' RADIUS RAIL (CONVEX)	15.00000	EA	\$102.000000	\$1,530.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 35' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	40' RADUS RAIL (CONVEX)	15.00000	EA	\$102.000000	\$1,530.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 40' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	45' RADIUS RAIL (CONVEX)	15.00000	EA	\$102.000000	\$1,530.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 45' RADIUS RAIL (CONVEX)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	6" WOOD BLOCKS	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 6" WOOD BLOCKS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	4' GUARDRAIL POST	25.00000	EA	\$60.000000	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 4" GUARDRAIL POST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	2" GUARDRAIL BOLTS	100.00000	EA	\$1.080000	\$108.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 2" GUARDRAIL BOLTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	10" GUARDRAIL BOLTS	200.00000	EA	\$1.680000	\$336.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 10" GUARDRAIL BOLTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	5/8" GUARDRAIL SPLICE BOLTS	200.00000	EA	\$0.360000	\$72.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 5/8" GUARDRAIL SPLICE BOLTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	5/8" GUARDRAIL NUTS	200.00000	EA	\$0.360000	\$72.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 5/8" GUARDRAIL NUTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	GUARDRAIL END, WRAP AROUND	25.00000	EA	\$48.000000	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : GUARDRAIL END, WRAP AROUND





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25306-0130

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 554622

Doc Description: GUARDRAILS AND ACCESSORIES (0819C0184)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019 04 23	2019 05 08 13.30.00	CRFQ 0803 DOT1900000105	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Chemung Supply Corp

PO Box 527 Elmira, NY 14902

Marc P. Stemerma President

607-733-5506

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink

(304) 558-2402

crystal.g.rink@wv.gov

Signature X

FEIN # 16-0380890

DATE 5/7/19

All offers subject to all terms and conditions contained in this solicitation

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
(Name, Title)  
Marc P. Stemerman President  
\_\_\_\_\_  
(Printed Name and Title)  
PO box 527 Elmira, NY 14902  
\_\_\_\_\_  
(Address)  
607/733-5506 607-732-5379  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
\_\_\_\_\_  
mstemerman@chemungsupply.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

\_\_\_\_\_  
Chemung Supply Corp.  
(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Marc P. Stemerman President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

5/7/19  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
607-733-5506/607-732-5379  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Chemung Supply Corp.

Authorized Signature:  Date: 5/7/19

Marc P. Stemeran

State of New York

County of Chemung, to-wit:

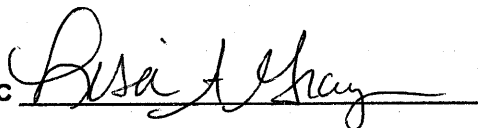
Taken, subscribed, and sworn to before me this 7 day of May, 2019.

My Commission expires LISAA GRAY, 20    .

Notary Public, State of New York  
Chemung County No. 01GR6382476  
Commission Expires October 29, 2022

AFFIX SEAL HERE

NOTARY PUBLIC



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Chemung Supply Corp Address: PO Box 527 Elmira, NY 14902

Name of Authorized Agent: Marc P. Stemerma Address: PO Box 527 Elmira, NY 14902

Contract Number: CRFQ DOT1900000105 Contract Description: Guard rails & Accessories

Governmental agency awarding contract: Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

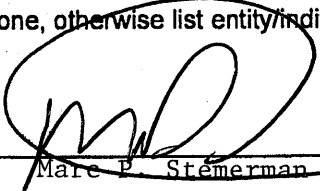
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Marc P. Stemerma

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  \_\_\_\_\_  
Marc P. Stemerma

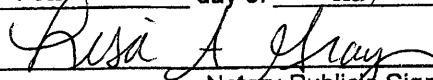
Date Signed: 5/7/19

**Notary Verification**

State of New York, County of Chemung:

I, Marc P. Stemerma, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7th day of May, 2019

 \_\_\_\_\_  
Notary Public's Signature

LISA A. GRAY

Notary Public, State of New York  
Chemung County No. 01GR6382476  
Commission Expires October 29, 2022

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_