



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
 7010C001

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Aspen Aerials, Inc.
 4303 West 1st Street
 Duluth, MN 55807

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2009				

BID OPENING DATE: 10/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-47	\$11,850.00	\$11,850.00
<p>CONTRACT TO PROVIDE INSPECTION AND TESTING EQUIPMENT</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY FOR INSPECTION SERVICE AND TESTING OF CRANES, MANLIFTS, AND UNDERBRIDGE INSPECTION UNITS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>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.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>Note: Our bid is for 3 trucks - see bidder's evaluation sheet and Alternate Bid sheet.</p>						

RECEIVED

2009 OCT 20 A 10:16

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John W. Stuber* TELEPHONE: 218-624-1111 DATE: 10/16/09

TITLE: President FEIN: 41-1812800 ADDRESS CHANGES TO BE NOTED ABOVE

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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<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, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>John Stukenora</i>	TELEPHONE 218-624-1111	DATE 10/16/09	
TITLE <i>President</i>	FEIN 41-1812800	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>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 M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Stuber</i>	TELEPHONE 218-624-1111	DATE 10/16/09
TITLE President	FEIN 41-1812800	ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">  SIGNATURE Aspen Aerials, Inc. COMPANY 10/16/09 DATE </p>						
REV. 11/96						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</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.: 7010C001</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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SIGNATURE <i>John Stuber</i>	TELEPHONE 216-624-1111	DATE 10/16/09
TITLE President	FAX 41-1812800	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>John W. Stubenvoll</i>						

***** THIS IS THE END OF RFQ 7010C001 ***** TOTAL:						<u>\$11,850.00</u>
<p>Note: Our bid is for <u>3</u> trucks - see bidder's evaluation sheet and alternate bid sheet.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>John W. Stubenvoll</i>	218-624-1111	10/16/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	41-1812800	

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS FOR SERVICES
CRANE INSPECTION 2009

- 1.0 General:
- 1.1 All work by the vendor shall be performed between the hours of 7:30 a.m. and 4:00 p.m., unless otherwise specified, only on working days observed by WV DOT. These working days are usually Monday through Friday of each week, except for holidays.
- 1.2 The vendor shall be responsible for damage to WV DOT's equipment and/or the work place and its contents, by its work, negligence in work, its personnel and equipment. The vendors shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- 1.3 The vendor shall provide all labor and equipment necessary to perform this service. All employees of the vendor shall be no less than 17 years of age, and shall be experienced in the type of work to be performed. No visitors, wives, husbands or children of the vendor's employees will be allowed on state property during working hours, unless they are bona fide employees of the vendor.
- 1.4 WV DOT is committed to maintaining an alcohol and drug free work place. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service. In addition, vendor employees shall observe WV DOT's no smoking policy.
- 1.5 It is the intent of WV DOT to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 2.0 Abandonment or Default:
- 2.1 This service will be void if sold or assigned to another service company without written approval of WV DOT. Written notification of changes to company name, address, telephone number, etc., should be given to WV DOT as soon as possible but not longer than 30 days from date of change.
- 3.0 Cancellation:
- 3.1 This purchase order may be canceled, without penalty, by either party by providing 30 days written notice to the other party. WV DOT will pay the vendor the bid price, pro-rated for the service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.
- 4.0 Responsibility for Damage Claims:
- 4.1 The vendor agrees to indemnify and save harmless WV DOT, its agents and employees from all suits, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the purchase order by the vendor and from any claims or amounts arising or recovered under the "Workers' Compensation Laws"; Civil Practice and Remedies Code, or any other laws. Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect or misconduct of the vendor, his and her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective

work or materials, Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to WV DOT.

5.0 Competence of Vendor:

5.1 To be entitled to consideration, the vendors shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this purchase order, and only personnel trained in services of this type shall be employed under and for this purchase order. Vendor shall obtain any licenses and permits required for the performance of this service.

6.0 Right to Audit:

6.1 WV DOT shall have the right to audit the vendor's books and records pertaining to this service during the hours of the normal work day.

7.0 Applicable Laws:

7.1 This purchase shall be governed by the laws of the State of West Virginia.

8.0 Compliance with Laws:

8.1 The vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this purchase order, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish WV DOT with satisfactory proof of its compliance therewith.

9.0 Renewal of Services:

9.1 This service may be renewed for an amount of time not to exceed the original service period. Such renewal shall be at the same rate(s), terms and conditions and should be agreed to in writing by both parties prior to the expiration date.

10.0 Compliance:

10.1 This service shall be done in accordance with the purchase specifications. WV DOT will decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications and the acceptable fulfillment of the service on the part of the vendor.

11.0 Approximate number of each type of equipment to be tested:

Class 337	Truck Cranes (over 18 ton) - 15
Class 261 and 332	Hydraulic Truck Cranes (under 18 ton) - 29
Class 932, 933, and 934	Under Bridge Inspection Units - 5
Class 930 and 931	Bucket & Platform Trucks - 22
Class 336	Yard Cranes - 13
Class 936	Manlifts - 9
Various numbers	Overhead Shop Cranes - 12

12.0 Approximately half of these units will be tested at Nitro, WV, and the other half to be tested at the Equipment Division in Buckhannon, WV, excluding truck cranes over 18 ton. The successful vendor shall be required to travel to various locations throughout the state for these units. Successful Vendor will be required to coordinate testing of these units with D.O.H. Representative for scheduling. SEE ATTACHED REFERENCE MAP FOR LOCATIONS.

PROCUREMENT SPECIFICATIONS
CRANE INSPECTION 2009

1. PURPOSE: This specification describes service to provide the inspection and testing of cranes, man lifts, and bridge inspection units. These inspections and tests shall be in full compliance with all applicable ANSI and OSHA standards, rules, and regulations. Certification from the vendor that all testing is in full compliance with all applicable ANSI and OSHA standards, rules, and regulations shall be furnished to the West Virginia Department of Transportation (WVDOT) upon completion of the testing. Inspection and testing procedures and reporting shall meet or exceed all minimum requirements specified herein.
2. DEFINITION OF CRANES: For purposes of this specification, cranes shall be identified as any of the following:
 - 2.1 Those covered by ANSI/ASME B30.2 – 1983, or latest revision thereto.
 - 2.1.1 Overhead and gantry cranes (top running bridge, single or multiple girders, top running trolley hoist).
 - 2.2 Those covered by ASME/ANSI B30.17, or latest revision thereto.
 - 2.2.1 Safety standard for overhead and gantry cranes (top running bridge, single girder, under-hung hoist).
 - 2.3 Those covered by ASME/ANSI B30.5 – 1989, or latest revision thereto.
 - 2.3.1 Mobile and locomotive cranes.
 - 2.4 Those covered by ANSI A10.31 – 1987, or latest revision thereto.
 - 2.4.1 Digger Derricks – Safety Requirements, Definitions, and Specifications.
 - 2.5 Manlifts: Those covered by ANSI/SIA A92.2 – 1990 or latest revision thereto.
 - 2.6 Under Bridge Inspection Units: those covered by ANSI/SIA A92.8 – 1993 or latest revision thereto.
3. TESTING COMPANY REQUIREMENTS AND CERTIFICATION:
 - 3.1 Test equipment shall be van and/or trailer mounted to provide mobility to conduct any and all tests on location.
 - 3.2 Equipment shall be mounted so that electronic, X-ray developing, and other sensitive equipment is protected from the elements and equipped so that testing may be completed after normal working hours at specified times.
 - 3.3 All units shall be tested consecutively in compliance with DOH time Frame.
 - 3.3.1 Tests shall be conducted on a scheduled basis upon a two week notification or as agreed to by both parties.
 - 3.4 Vendor shall designate a specific crew for nondestructive testing of WVDOT equipment for the entire service period including emergency responses.
 - 3.5 Vendor shall not be responsible for the repair and/or maintenance of this equipment.

- 3.6 Vendor shall have an in-house Level II technician to review all methods of nondestructive testing and prepare and/or update all testing procedures. Vendor shall also be responsible for the certification of all Level I and II personnel. The Level II technician shall perform inspection and testing until all nondestructive testing required is accepted by WVDOT's personnel. WVDOT reserves the right to audit the vendor's records periodically to ensure that all inspection and testing is being performed in accordance with these specification requirements.

NOTE: For the purpose of this specification, the following definitions apply:

LEVEL I TECHNICIAN – Inspector who is certified according to the American Society for Nondestructive Testing (ANST) standards to set up testing.

LEVEL II TECNICIAN – Inspector who is certified by ASNT guidelines to do inspections.

- 3.7 All Level I and II technicians shall be certified to that level in accordance with the most current SNT-TC-1A guidelines.
- 3.8 All assistant technicians shall be certified to a minimum of Level I technician.
- 3.9 All inspectors shall be trained and certified in accordance with OSHA and ANSI guidelines.
- 3.10 Upon request, vendor shall provide certifications and resumes of all Level I and II technicians who will perform inspections and testing.
- 3.11 Vendor shall supply documentation to support and justify all reports of defects found during the inspection and testing.
- 3.12 Vendor shall have equipment specifically designed for the inspection and testing of mobile cranes.
- 3.13 All inspection and test reports shall be in accordance with the most current ANSI/ASME standards applicable to the crane being inspected and tested.
- 3.14 Vendor shall have copies of written procedures with the inspection and test vehicles and shall furnish copies (including calibration and criteria for all inspections and tests) to the WVDOT where the inspection and/or testing is performed.
- 3.15 Vendor shall have a minimum of five years experience in the inspection and testing of mobile and overhead cranes. Documentation of experience shall be furnished upon request.

4. REPORTING:

- 4.1 The vendor shall provide WVDOT with a written report where the inspection and/or testing is performed. Also a written report completed and mailed or given to the WVDOT Division of Highways Equipment Division, PO Box 610, Buckhannon, WV 26201, within 24 hours after completion of inspection and testing. The report shall cover items of concern found during the inspection. These items shall be separated into two categories:
- 4.1.1 Items which must be repaired or replaced prior to the unit being returned to service.
- 4.1.2 Items which are recommended for replacement, repair, or installation.
- 4.2 Each report shall contain:
- 4.2.1 WVDOT equipment number, if a number is assigned.
- 4.2.2 Equipment description with serial numbers.

- 4.2.3 Date of inspection and/or test.
- 4.2.4 Date of report.
- 4.2.5 Signature(s) of inspector(s) including certification number and expiration date.
- 4.2.6 Numbered pages (i.e., page _____ of _____).
- 4.2.7 Test location.
- 4.3 Upon completion of satisfactory inspection and test, applicable certificates, documents, recorded date, and/or testimony and seals shall be furnished to the WVDOT where the inspection and/or test is performed.
- 5. INSPECTION AND TESTING PROCEDURES: Testing requirements for cranes shall be completed in accordance with the following procedures when called for on the invitation for bids or attachment(s) thereto.
 - 5.1 Visual inspection of the complete crane including slings. Mobile cranes shall include inspection of under chassis area which affects stability.
 - 5.2 Load test (for those cranes which have not been load tested within the past year).
 - 5.3 Magnetic particle testing (dry) shall be conducted on all critical welds and shall be conducted in accordance with ASTM E709-85 and E125-85, or latest revisions thereto.
 - 5.4 Ultrasonic testing shall be conducted on all critical pins and shall be conducted in accordance with ASTM E114-90, or latest revision thereto.
 - 5.5 Dye penetrant testing shall be conducted in accordance with ASTM E165-83, or latest revision thereto.
 - 5.6 Jib Test (if so equipped) in accordance with applicable ANSI/ASME B30.2 – 1983, and/or B30.5 – 1989, or latest revision thereto.
 - 5.7 Dielectric test (if unit is an electrically insulated type) shall be conducted on insulated derricks in accordance with applicable ANSI A10.31 – 1987, or latest revision thereto.
 - 5.8 GENERAL AND OR APPLICABLE TESTS: Shall be conducted to ensure compliance with the following as applicable to the crane:
 - 5.8.1 ASME/ANSI B30.2, safety standard for overhead and gantry cranes (top running bridge, single or multiple girder, tip running trolley hoist), or latest revision thereto.
 - 5.8.2 ASME/ANSI B30.17, safety standard for overhead and gantry cranes (top running bridge, single girder, under-hung hoist), or latest revision thereto.
 - 5.8.3 CMAA No. 70, specifications for overhead traveling cranes, or latest revision thereto.
 - 5.8.4 CMAA No. 74, specification for top running and under running single girder electric overhead traveling cranes utilizing under running trolley hoists, or latest revision thereto.
 - 5.8.5 NEC, Article 610, Cranes and Hoists, Section C, 610-21a, or latest revision thereto.
 - 5.8.6 OSHA, 29 CFR 1910.179 (j), Inspection Procedures, or latest revision thereto.

- 5.9 Any mobile unit intended for use around electrically charged conductors shall meet the electrical requirements of ANSI/SIA A92.2 – 1990 or latest revision thereto.
- 6.0 The inspection of under bridge inspection units shall include all items specified by the manufacturer for the annual inspection – ANSI/SIA A92.8 – 1993 or latest revision thereto

CRANE INSPECTION 2009

BIDDER'S EVALUATION SHEET

Please provide quotation for specified service/inspection on the following units:

Truck Cranes (over 18 ton) – Class 337	\$ _____	EA.
Hydraulic Truck Cranes (under 18 ton) – Class 261, 332	\$ _____	EA.
Under Bridge Inspection Units – Class 932, 933, and 934	\$ <u>*</u> _____	EA.
Bucket and Platform Trucks – Class 930 and 931	\$ _____	EA.
Yard Cranes – Class 336	\$ _____	EA.
Manlifts – Class 936	\$ _____	EA.
Overhead Shop Cranes	\$ _____	EA.
Travel expense charge for Truck Cranes (over 18 tons as noted in Section 12.0)	\$ <u>120.00</u>	HR.

Will all service be provided as specified? _____ YES X NO

See attached sheet - Alternate Bid

For any service/inspection not provided as specified an exception sheet shall be attached explaining in detail any deviation for the specified requirements. Any such exceptions will be judged as to nonconformance to the specifications. It may be determined by the West Virginia Division of Highways that such exception does, or does not, reduce the quality and performance of the affected service/inspection below an acceptable level.

Failure to submit the Bidders Evaluation Sheet, complete in its entirety and according to directions indicated on subject sheet, may subject the bidder to disqualification.

** Our bid is for 3 units only;*

- | | | |
|--------------------|------------|-----------|
| 1. UB30, S/N 10031 | \$ 3550.00 | <i>ea</i> |
| 2. A-75, S/N 10103 | \$ 4750.00 | <i>ea</i> |
| 3. A-40, S/N 10148 | \$ 3550.00 | <i>ea</i> |



Aspen Aerials, Inc. • 4303 West 1st Street • Duluth, Minnesota • 55807 • USA • 800-888-2773
Phone: 218-624-1111 • Fax: 218-624-1714 • E-Mail address: service@aspenaerials.com

Request for Quotation # 7010C001

Alternate Bid

In lieu of the Procurement Specifications (Crane Inspection 2009), we are offering the following alternative bid to conduct an annual inspection of the State's Under-bridge Inspection Units. This includes 3 units, models UB-30, A-75 and A-40, Serial Nos. 10031, 10103 and 10148. Our bid is for inspection on these three (3), Aspen Aerials manufactured units only.

The annual inspection is performed by a factory trained technician, at your location and includes:

1. A complete operational test of all unit functions, as outlined in ANSI A92.8 and in accordance with the manufacturer's requirements.
2. A complete inspection of the hydraulic and electrical systems as outlined in ANSI A92.8 and in accordance with the manufacturer's requirements.
3. A visual inspection of all structural components and structural connections as outlined in ANSI A92.8 and in accordance with the manufacturer's requirements.
4. A detailed report of the inspection results will be supplied.

The cost for a complete inspection is as follows:

UB30,	S/N 10031	One day inspection	\$ 3550.00 each.
A-75,	S/N 10103	Two day inspection	\$ 4750.00 each
A-40,	S/N 10148	One day inspection	\$ 3550.00 each

Prior to the inspection, it is extremely important that the machine be very clean. The boom pivot points must be free of excess grease, oil and dirt. All exterior and interior surfaces of the axle locks, booms and turntables must also be cleaned.

If you have any questions please call me. (800) 888-2773 or E-mail: service@aspenaerials.com

Sincerely,

Paul Anderson
Aspen Aerials

UNDERBRIDGE MACHINE INSPECTION PROCEDURES IN ACCORDANCE WITH ANSI A92.8

INSPECTIONS are a required function under American National Standards Institute ANSI/SIA A92.8. This standard is the design, manufacturing, and maintenance requirements for Vehicle-Mounted Bridge Inspection and Maintenance Devices.

INSPECTIONS are performed according to a checklist and certain records of these inspections must be kept.

Annual Inspection

Twelve (12) months from the date of the prior annual inspection or not to exceed 1,000 hours of operation from the prior annual inspection, whichever occurs first, an annual inspection shall be performed. Inspections shall be performed by a person(s) qualified as a mechanic on this specific make and model of unit. The inspection shall include all items specified by the manufacturer for the annual inspection.

Prior to the operation, all malfunctions and problems identified shall be corrected and further inspection, if necessary, shall be accomplished.

A written record of the annual inspection shall be retained for as long as the unit is owned (lifetime). The record shall include the name and signature of the person(s) accomplishing the inspection, a description of any deficiencies found, any corrective action accomplished, including the date, identification, and signature of the person(s) performing the required repairs.

ASPEN AERIALS ANNUAL INSPECTION PROGRAM

Aspen Aerials, Inc. is the sole service agent for Aspen Aerials Bridge Access Units. We sell and service our equipment on a "factory direct" basis and do not utilize a dealer network. Our Factory-Direct approach ensures that the completed work is performed in accordance with manufacturer requirements and ANSI standards.

Please note:

1. Aspen Aerials does not authorize, certify or sign off on work performed by other companies.
2. It is critical that the safety interlock system operates properly so that the unit cannot be overloaded or put into an unstable position. Evaluation adjustment and repairs of this complex system requires a through knowledge of the unit system. Only factory trained personnel should work on these systems.
3. Aspen Aerials performs annual and frequent inspections and unit trainings in accordance with manufacturer's and ANSI A92.8 requirements. Aspen Aerials is the only company qualified to perform this work.
4. Aspen Aerials, Inc. is the only company qualified to perform 10-year rebuilds or 10-year minimum service work on Reach All or Aspen Aerials Bridge access units.
5. Our technicians are trained at our facility in Duluth Minnesota. This training is required to perform specific work including but not limited to:
 - Training of operators.
 - Performing frequent and annual inspections.
 - Performing the 10-year rebuild.
 - Performing the 10-year minimum service requirement.
 - Damage repairs
 - Adjusting the safety interlock system.
 - Adjusting the operational controls systems.
 - Adjusting the hydraulic systems.
 - Perform Stability testing.

Aspen Aerials performs the annual inspection of Underbridge Units in accordance with American National Standards Institute ANSI/SIA A92.8

The annual inspection program was started in 1985 due to requests by our customers to have inspections performed on their Underbridge Units annually (once a year). Aspen Aerials inspects Underbridge Units manufactured by Aspen Aerials. Some Units are either being inspected by firms or not being inspected at all. One disadvantage of having a firm other than Aspen Aerials perform the inspection is that they are not familiar with the operational systems and structural design of the unit. Of course, not having the inspection done at all is not recommended by American National Standards Institute or Aspen Aerials.

The advantages of having Aspen Aerials do the annual inspections are:

- We maintain documentation of each unit manufactured.
- Our technicians are factory trained in the systems and operation of your Underbridge Unit.
- Our technicians are capable of making detailed and qualified recommendations in the repair and maintenance of your Underbridge Unit.
- Our technicians have the support of a qualified engineering staff, experienced in the design and operation of Underbridge Units.

The annual inspection is performed at your location and includes the following:

- Proper inspection of all structural components and structural connections.
- Proper testing and adjustment of the rotation braking system.
- Proper testing and adjustment of the controllers at both the platform and remote controls.
- Proper testing and adjustment of the axle lock system.
- Proper testing and adjustment of the emergency shut down system.
- Proper testing and adjustment of the stability alarm system.
- Proper testing and adjustment of the operational limit system.
- Proper testing and adjustment of the hydraulic system.
- An operational test of all unit functions.
- A detailed report of the inspection results with recommended parts or repairs.

Even though Aspen Aerials Underbridge Units have been designed for maximum performance with an adequate structural safety factor, proper maintenance and annual inspections are essential and vital to maintain aerial devices at their maximum efficiency.

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****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

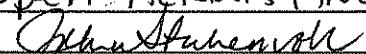
LICENSING:

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: Aspen Aerials, Inc
Authorized Signature:  Date: 10/16/09