



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 176330

Doc Description: ASPEN AERIAL OEM PARTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-29	2016-02-25 13:30:00	CRFQ 0803 DOT1600000072	1

BIDDING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:

ASPEN AERIALS, INC. • 4303 West 1st Street • Duluth, MN 55807

RECEIVED

2016 FEB 19 AM 10:36

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER
 Sheila L Hannah
 (304) 558-4317
 sheila.l.hannah@wv.gov

Signature X FEIN # DATE

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Aspen Aerial OEM Parts or equal to.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HEATERS	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101830			

Extended Description :
 HEATERS
 PART NUMBER 026690

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WELDMENT	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31163302			

Extended Description :
 WELDMENT
 PART NUMBER 026734

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	SHAFT ROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description :
 SHAFT ROLLER
 PART NUMBER 027524

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	JOYSTICK	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39122227			

Extended Description :
 JOYSTICK
 PART NUMBER 063799

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	LEVEL SENSOR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41111938			

Extended Description :
 LEVEL SENSOR
 PART NUMBER : 065463

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	CONTROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39122214			

Extended Description :
 CONTROLLER
 PART NUMBER 065665

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	OIL COOLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174004			

Extended Description :
 COOLER
 PART NUMBER: 067761

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	ROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description :
 ROLLER
 PART NUMBER: 070513

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	RADIO CONTROL PACKAGE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43221705			

Extended Description :
 RADIO CONTROL PACKAGE
 PART NUMBER 096321

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	SOLENOID VALVE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40141605			

Extended Description :

SOLENOID VALVE

PART NUMBER: 650890

BILL TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	COIL	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31151607			

Extended Description :

COIL

PART NUMBER: 650962

BILL TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	RADIO CONTROL PADDLE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25111904			

Extended Description :

RADIO CONTROL PADDLE

PART NUMBER 652025

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	BEARING	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31171500			

Extended Description :

BEARING

PART NUMBER 026108

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	RESISTOR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
32121600			

Extended Description :

RESISTOR

PART NUMBER: 065466

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	AMPHENOL CAP	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102516			

Extended Description :
AMPHENOL CAP
PART NUMBER: 096391

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions	2016-02-12

DOT1600000072	Document Phase Draft	Document Description ASPEN AERIAL OEM PARTS	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 12, 2016

Submit Questions to: Sheila L. Hannah
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: sheila.l.hannah@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **February 25, 2016**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on AWARD and extends for a period of ⁽¹⁾ ONE year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to ⁽³⁾ THREE successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

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.

Aspen Aerials, Inc.
(Company)

John Stakemull, President
(Authorized Signature) (Representative Name, Title)

218-624-1111 218-624-1714 2/10/2016
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways Equipment Division to establish an open-end contract for Aspen Aerial OEM Parts or Equal.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Adjusted Unit Price”** means the Unit Price either reduced by the Discount Percentage or increased by the Markup Percentage.
 - 2.2 **“Attachment”** or **“Attachments”** means an additional part or extension the can be attached to a piece of equipment to make it perform a particular job.
 - 2.3 **“Catalog”** means the current price list or sales catalog that includes Contract Item or Contract Items that the Vendor can and will sell under this Contract.
 - 2.4 **“Catalog Unit Price”** means the lowest price listed for a Contract Item in Vendors current Catalog.
 - 2.5 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.6 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
 - 2.7 **“OEM”** or **“Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.
 - 2.8 **“Or Equal”** means *after* the sale by the “OEM”.
 - 2.9 **“Markup Percentage”** means the percentage markup that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
 - 2.10 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.11 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal

the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract.

4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total bid price as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor shall complete the Pricing Pages by inserting either a Discount Percentage or a Markup Percentage. Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Sheila.L.Hannah@wv.gov.

- 4.3 Discount Percentage:** Vendor may quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Adjusted Unit Price for each Contract Item.

REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal

The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

- 4.4 Markup Percentage:** Vendor may quote a single Markup Percentage that will increase the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Markup Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Markup Percentage and the Adjusted Unit Price for each Contract Item.

The Markup Percentage and subsequent Adjusted Unit Price derived from that markup must take into account any and all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal

- 6.1 Delivery Time:** Vendor shall ship all in stock standard orders UPS ground delivery unless otherwise directed by Agency. Vendor shall ship all in stock emergency orders by overnight delivery. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** The Agency will pay all shipping and crating costs for standard and emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**REQUEST FOR QUOTATION
7016C006 ASPEN AERIAL OEM Parts or Equal**

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Paul Anderson
Telephone Number: 218-624-1111
Fax Number: 218-624-1714
Email Address: Service@aspnaerials.com

VENDOR: _____ **ASPEN AERIAL OEM PARTS or EQUAL - Pricing Page**

Discount Percentage** _____ 0.00% (Please enter as a negative. Example discount of 5% should be -5.00%)

Markup Percentage** _____ 0.00% (Please enter as a positive. Example markup of 5% should be 5.00%)

Item No.	ASPEN AERIAL OEM Part number	"Or Equal" Parts Part No.	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Price	Units Provided for Catalog Price	Unit Price	Discount/Markup Percentage	Adjusted Price	Adjusted Unit Price	Item Total Cost
1	Part No. 026690 Description: HEATER	Part No. Description:	1	1 - HEATER	\$ 345.00	1.00	\$ 345.00	0.00%	\$ 345.00	\$ 345.00	\$345.00
2	Part No. 026734 Description: WELDMENT	Part No. Description:	1	1 - WELDMENT	\$ 86.62	1.00	\$ 86.62	0.00%	\$ 86.62	\$ 86.62	\$86.62
3	Part No. 027524 Description: SHAFT ROLLER	Part No. Description:	1	1 - SHAFT ROLLER	\$ 77.50	1.00	\$ 77.50	0.00%	\$ 77.50	\$ 77.50	\$77.50
4	Part No. 063799 Description: JOYSTICK	Part No. Description:	1	1 - JOYSTICK	\$ 439.10	1.00	\$ 439.10	0.00%	\$ 439.10	\$ 439.10	\$439.10
5	Part No. 065463 Description: LEVEL SENSOR	Part No. Description:	1	1 - LEVEL SENSOR	\$ 614.25	1.00	\$ 614.25	0.00%	\$ 614.25	\$ 614.25	\$614.25
6	Part No. 065665 Description: CONTROLLER	Part No. Description:	1	1 - CONTROLLER	\$ 1,862.18	1.00	\$ 1,862.18	0.00%	\$ 1,862.18	\$ 1,862.18	\$1,862.18
7	Part No. 067761 Description: OIL COOLER	Part No. Description:	1	1 - OIL COOLER	\$ 917.50	1.00	\$ 917.50	0.00%	\$ 917.50	\$ 917.50	\$917.50
8	Part No. 070513 Description: ROLLER	Part No. Description:	1	1 - ROLLER	\$ 237.25	1.00	\$ 237.25	0.00%	\$ 237.25	\$ 237.25	\$237.25

Item No.	ASPEN AERIAL OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Price	Units Provided for Catalog Price	Unit Price	Discount/Markup Percentage	Adjusted Price	Adjusted Unit Price	Item Total Cost
9	Part No. 096321 Description: RADIO CONTROL PACKAGE	Part No. Description:	1	1 - RADIO CONTROL PACKAGE	\$ 7,512.10	1.00	\$ 7,512.10	0.00%	\$ 7,512.10	\$ 7,512.10	\$7,512.10
10	Part No. 650890 Description: SOLENOID VALVE	Part No. Description:	1	1 - SOLENOID VALVE	\$ 108.58	1.00	\$ 108.58	0.00%	\$ 108.58	\$ 108.58	\$108.58
11	Part No. 650962 Description: COIL	Part No. Description:	1	1 - COIL	\$ 49.48	1.00	\$ 49.48	0.00%	\$ 49.48	\$ 49.48	\$49.48
12	Part No. 652025 Description: RADIO CONTROL PADDLE	Part No. Description:	1	1 - RADIO CONTROL PADDLE	\$ 283.25	1.00	\$ 283.25	0.00%	\$ 283.25	\$ 283.25	\$283.25
13	Part No. 026108 Description: BEARING	Part No. Description:	1	1 - BEARING	\$ 48.45	1.00	\$ 48.45	0.00%	\$ 48.45	\$ 48.45	\$48.45
14	Part No. 065466 Description: RESISTOR	Part No. Description:	1	1 - RESISTOR	\$ 0.08	1.00	\$ 0.08	0.00%	\$ 0.08	\$ 0.08	\$0.08
15	Part No. 096391 Description: AMPHENOL CAP	Part No. Description:	1	1 - AMPHENOL CAP	\$ 20.88	1.00	\$ 20.88	0.00%	\$ 20.88	\$ 20.88	\$20.88
Total Bid Cost											\$12,602.22

CONTRACT MANAGER: Paul Anderson
 TELEPHONE NUMBER: 218-624-1111
 FAX NUMBER: 218-624-1714
 E-MAIL ADDRESS: service@aspenerials.com



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

State of West Virginia
 Request for Quotation
 19 – Highways

Proc Folder: 176330

Doc Description: ADDENDUM NO. 1 TO ATTACH MISSING FORMS

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2016-02-03	2016-02-25 13:30:00	CRFQ 0803 DOT1600000072	2

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:

FOR INFORMATION CONTACT THE BUYER
 Sheila L Hannah
 (304) 558-4317
 sheila.l.hannah@wv.gov

Signature X FEIN # DATE

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

ADDITIONAL INFORMATION:

ADDENDUM NO. 1 - TO ATTACH PURCHASING AFFIDAVIT AND VENDOR PREFERENCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HEATERS	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40101830			

Extended Description :
 HEATERS
 PART NUMBER 026690

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WELDMENT	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31163302			

Extended Description :
 WELDMENT
 PART NUMBER 026734

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	SHAFT ROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description :
 SHAFT ROLLER
 PART NUMBER 027524

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	JOYSTICK	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39122227			

Extended Description :
 JOYSTICK
 PART NUMBER 063799

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	LEVEL SENSOR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41111938			

Extended Description :
 LEVEL SENSOR
 PART NUMBER : 065463

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	CONTROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39122214			

Extended Description :
 CONTROLLER
 PART NUMBER 065665

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	OIL COOLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174004			

Extended Description :
 COOLER
 PART NUMBER: 067761

TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	ROLLER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101505			

Extended Description :

ROLLER

PART NUMBER: 070513

TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	RADIO CONTROL PACKAGE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43221705			

Extended Description :

RADIO CONTROL PACKAGE

PART NUMBER 096321

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	SOLENOID VALVE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
40141605			

Extended Description :
SOLENOID VALVE
PART NUMBER: 650890

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	COIL	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31151607			

Extended Description :
COIL
PART NUMBER: 650962

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	RADIO CONTROL PADDLE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25111904			

Extended Description :
RADIO CONTROL PADDLE
PART NUMBER 652025

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	BEARING	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31171500			

Extended Description :
 BEARING
 PART NUMBER 026108

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	RESISTOR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
32121600			

Extended Description :
 RESISTOR
 PART NUMBER: 065466

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	AMPHENOL CAP	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53102516			

Extended Description :
 AMPHENOL CAP
 PART NUMBER: 096391

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions	2016-02-12

DOT1600000072	Document Phase Final	Document Description ADDENDUM NO. 1 TO ATTACH MISSING FORMS	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ – DOT1600000072
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000072 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To attach Vendor Preference Certificate and Purchasing Affidavit.
2. Bid openings remain February 25, 2016 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000072

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Aspen Aerials, Inc.

Company



Authorized Signature

2/10/2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

PART NO.	DESCRIPTION	UNIT PRICE \$
.013371	TOGGLE SWITCH (ON) OFF (ON) 1TL1-7	40.65
.013560	SNAP RING 1 1/2 X .0625 SH150	0.32
.020395	BEARING DX 2 ID X 1 LG	7.85
.020456	WEAR PAD 1/4 X 2 X 4 1/2 NYLON	25.23
.021113	BEARING DX 2 ID X 1 1/2 LG	12.50
.021618	PIN 1 1/2 DIA ROUND X 2 15/16	65.70
.021756	CLAMP CYLINDER 14 GA X 1	24.13
.021837	SNAP RING 2 X .120 5160-200ZD	3.18
.023034	SNAP RING 1 1/2 X .109 ZINC SHR150	1.65
.023037	SNAP RING 5/8" X .050 5160-062ZD	0.37
.023144	BEARING DX 1 1/2 ID X 1 LG	6.25
.023219	NUT NF 1 1/4 NYLOCK JAM PLATED	16.20
.026108	BEARING SKF 7516DL	48.45
.026145	ROLLER HOLDER 1 ROUND X 5 1/8	73.00
.026690	HEATER 5000 BTU 115V 1MP-15-1	345.00
.026711	BEARING WIDE INNER RING RA-108-RR	107.55
.026734	PIN WELDMENT 1 1/2 4140 TGP X 9 7/32	86.62
.026738	ROLLER 3RD BOOM 4 OD X 8 LG	373.15
.026900	PIN WELDMENT 2 X 16 3/8	248.93
.026973	HOLDING VALVE	180.78
.027126	DECAL UNIT DRIVE POSITION	24.71
.027219	PIN 2 4140 TGP X 9 9/16	99.25
.027523	NYLON ROLLER 2 3/4 OD X 1 3/4 ID X 1 1/4	39.57
.027524	SHAFT ROLLER 1 DIA X 3	77.50
.027951	WEAR PAD 1/4 X 2 NYLON X 4	9.75
.028010	HOSE CARRIER SC-75 GTW 11811	957.50
.028101	INTERCOM SLAVE AD-26D-1-M34	1,274.00
.028344	INTERCOM MASTER AD-26C-1-M80	1,274.00
.028371	PLUG SWITCHCRAFT SL-40-4M	31.65
.029257	RELIEF VALVE 2600 PSI RPL-16-A-2600	570.38
.029497	HEADSET MODIFICATION	803.00
.029573	Q-BEAM MARINE LIGHT 800-1307-0	118.38
.032133	DECAL ASPEN AERIALS 9 X 50	99.65
.032134	DECAL ASPEN AERIALS 4 X 18	45.99
.033559	PIN WELDMENT 2" 4140 TGP X 7	109.50
.033735	INCLINOMETER MODEL 2064EG	95.00
.034226	RELAY 12V 30 AMP SPDT 0-332-209-150	8.88
.034227	RELAY 12V STEPPING S89R1HDBD1-12	94.98
.036399	TOGGLE SWITCH SPDT ON-ON 1TL1-3	46.68
.037528	PIN WELDMENT 2" 4140 TGP X 10 1/2	164.25
.039847	PIN WELDMENT TGP 1 1/2 X 7 7/16	109.50
.040027	FOOT SWITCH 7024K11	96.45
.043451	BEARING RING MI 16	24.60
.046250	LED INDICATOR RED	20.78
.046251	LED INDICATOR GREEN	16.12
.047787	HOLDING VALVE	221.15
.053887	3 TRIANGLE KIT	56.58
.054010	FIRST AID KIT DOT	147.13
.054614	MOISTURE DRAIN VALVE	7.38
.054825	RUBBER BOOT 44215 WAYTEK HALF BOOT	5.68
.059552	ELECTRIC FAN 14" 270004	492.73

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

PART NO.	DESCRIPTION	UNIT PRICE \$
.060741	ROLLER PIN WELDMENT 1 1/2 4140 X 7 13/32	88.99
.060743	NYLON ROLLER 4 OD X 3 ID X 6 1/4	175.20
.060761	FILTER ELEMENT 928557	279.65
.061005	BEARING DX 032DXR032 2 ID X 2 LG	14.28
.061264	ROLLER NYLON	72.31
.061279	ROLLER STEEL	400.00
.061508	SWITCH BODY ASSEMBLY E50AR19	198.85
.061510	SWITCH LEVER W/ ROLLER E50KL539	36.10
.061592	SWITCH LEVER E50KL220	26.88
.061736	BEARING ROLLER GR-20-S	82.73
.062245	SERIES 14 WATERMAN COIL DIN 704032-12	106.53
.062247	SOLENOID VALVE NC	221.35
.062375	MOTOR HYDRAULIC 13.9 CID SAE "A" 2 BOLT	719.85
.062753	SWITCH LEVER OFFSET E50KL29	32.15
.062982	CYLINDER 3 X 9 REAR AXLE LOCK TANDEM	507.35
.062983	CYLINDER 3 X 5 FRONT AXLE LOCK	461.73
.062991	AIR PRESSURE GAUGE 2" 603F15964	32.33
.063008	CYLINDER 5 X 36 BOOM 3 UB30	4,599.00
.063044	SWITCH 20 AMP CIRCUIT BREAKER SW	58.90
.063045	SWITCH MOMENTARY 20/IOWA M	102.13
.063047	LIGHT RED IND1118	14.73
.063048	LIGHT GREEN IND 1117	14.73
.063065	SEAL KIT 75274-07P HPI ELC 4-WAY & LVR	65.65
.063331	COUNTERBALANCE VALVE KIT	700.08
.063339	FILTER ELEMENT PRESSURE 3 MICRON	161.10
.063424	ADJUSTABLE LATCH C2-32-27	65.08
.063474	RECEIVER RCRB-2-T-800	1,625.65
.063475	OPTIMIZER OPTZ-4	640.00
.063563	PUMP P20B146DYAK20-25CAB12-1FSAB05-1	3,237.50
.063594	UB60 WEAR PAD 1/2 X 4 NYLON X 13 3/4	84.82
.063691	RELAY SPDT NO BRACKET 0-332-209-137	3.75
.063706	VALVE POP OFF 150 PSI	26.98
.063729	HOCKEY PUCK HOSE RETAINER WELDMENT	154.96
.063784	LED INDICATOR AMBER	14.95
.063799	SINGLE AXIS CONTROLLER DMS4M11298	439.10
.063800	DIGISENSOR ASSEMBLY EPVR/347	213.40
.063801	FIBEROPTIC TRANSMITTER RTRA-06-TOP	436.25
.064046	BEARING DX 3" ID X 3" LG 48DXR048	28.03
.064047	BEARING DX 3" ID X 1 1/2" LG 48DXR24	16.08
.064078	FILTER RETURN 10 MICRON W/GAUGE	212.98
.064079	FILTER ELEMENT RETURN 10 MICRON	170.85
.064137	BEARING DX 2 1/2 X 1 1/2	15.35
.064587	O-RING KIT DANA HOLDING VALVE	13.40
.064697	DOCK BUMPER B5500 3 1/2 X 2 X 6	14.00
.064752	BELLOWS 2 1/2" ID X 6 OD X 63 EXTENDED	567.00
.064966	PIN WELDMENT 3" 41L40 X 17 1/4	584.00
.064971	SPACER 1-1/2 SCH40 PIPE X 7/16" LG	9.29
.064972	PIN WELDMENT 1" X 5-1/2 GRIP-TEL 4 RLR	254.74
.064982	CATRAC SC75 X 12'-9" LG	1,395.00
.064992	SOLENOID VALVE AIR/ELECTRIC 3 WAY 12 VDC	290.35
.065065	LIGHTER SOCKET 12 VOLT	24.00

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

PART NO.	DESCRIPTION	UNIT PRICE \$
.065124	DECAL-A75 ROTATION STOP 2 SHEETS	182.50
.065363	CYLINDER PLATFORM 4 X 12 2" ROD	1,770.84
.065364	BUSHING OILITE 1 3/8OD X 1 ID X 1 1/2	9.18
.065440	CYLINDER 6 X 35 BOOM 3 UB40-60	5,219.50
.065462	SX BOARD LEVEL CONTROL	1,163.68
.065463	LEVEL SENSOR PQ M-415-42-06	614.25
.065465	POTENTIOMETER 1K	12.25
.065466	RESISTOR 1/4 WATT 150 OHM	0.08
.065658	LATCH CAB RH 55ZN ZINC	11.95
.065659	STRIKER ZINC 5620ZN	8.80
.065665	SUPERFLEX CONTROLLER SB20-733	1,862.18
.065801	SENSING UNIT 8 DEGREE SLOPE	438.33
.065870	GFI OUTLET 20 AMP NEMA 5-20R	57.48
.065936	AXLE ROD 1" NF HARDENED ROD X 14" LG	22.50
.066004	NUT 2-1/2 12 NF PLATED -CLASS 1 THREAD	80.55
.066153	HOCKEY PUCK HOSE GUIDE UB50-1/A75	139.11
.066205	PIPE SPACER 3" SCHED 4	57.05
.066276	PIN WELDMENT 3" 4140 TGP X 14 .56	500.05
.066295	WEAR PAD 1/8 GSM X 7-15/16" X 8-3/8" LG	44.50
.066351	AXLE ROD 7/8" NF HARDENED ROD X 12" LG	24.63
.066382	FILTER ELEMENT 3 MICRON	138.43
.066569	AIR TANK 30 GALLON	970.60
.066627	PUMP TRIPLE GEAR P124	1,734.95
.066635	AXLE ROD 1" NF HARDENED ROD X 12" LG	25.30
.066709	PIN WELDMENT 2 X 12 1/4 GRIP	168.63
.066843	FIRE EXTINGUISHER 2.6LB 1A 10-B-C	91.75
.066844	FIRE EXTINGUISHER BRACKET 2.6 LB	20.13
.066887	PUMP TRIPLE P124L CW ROTATION	1,769.65
.066897	WEAR PAD 1/8 GS X 4 X 8-1/2	40.59
.067521	FILTER-SCREEN ASSEMBLY 1/4 NPT	73.85
.067761	COOLER WITH FAN	917.50
.067999	NUT JAM 1 1/2 NF GR 8 MACHINED TO .50	40.15
.069523	SHIM PLATE-REAR AXLE LOCK 1/2 X 4 FB	27.04
.069524	SHIM PLATE-REAR AXLE LOCK 1/2 X2 FB	45.29
.069583	DEUTSCH PIN 0460-202-16141	1.05
.069584	DEUTSCH RECEPTACLE DT04-3P	1.80
.069585	DEUTSCH WEDGE W3P	0.28
.069743	PUMP TRIPLE WITH EXTENDED 7/8 KEY SHAFT	2,178.38
.069748	PUMP KIT - DRIVESHAFT	3,262.58
.069755	PROXIMITY SWITCH NC AND NO	252.35
.069847	DIN CONNECTOR W/LED 2291.3201	11.10
.069954	BEARING - RADIAL 1.875 OD X .875 ID	86.30
.069961	BEARING DX 1-1/2 X 3/4 LG	3.93
.070427	PLATE TELESCOPE CYLINDER MOUNT 1/2 ALUM	176.48
.070453	CYLINDER 3 1/2 X 240 TELE A75	11,585.10
.070508	WEAR PAD 1/2 NYLON X 2 X 6	23.85
.070509	WEAR PAD 1/2 NYLON X 2 X 6	58.62
.070510	WEAR PAD 1/2 NYLON X 2 X 4	14.27
.070511	PLATE WEAR PAD HOLDER 3/8 ALUM 6061-T6	326.68
.070513	PIN TAIL ROLLERS 1" 4140 TGP X 6 3/16	237.25
.070514	ROLLER ASSEMBLY NYLON 2 1/2 OD X 4 13/16	363.17

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

PART NO.	DESCRIPTION	UNIT PRICE \$
.070517	WEAR PAD LH 1/4 NYLON X 1 1/2 X 4 3/4	179.22
.070628	PIN WELDMENT 2" 4140 TGP X 4	230.87
.070642	PIN WELDMENT 2 1/2" 4140 TGP X 13 1/4	393.25
.070647	PIN WELDMENT 2 1/2" 4140 TGP X 17 1/4	328.50
.070650	PIN WELDMENT 3" 41L40 Q&T X 14 1/8	500.05
.080787	1 SPOOL SOLENOID VALVE	532.50
.081129	VALVE LEVELING WIDE 2 SLOT	2,250.00
.090267	ROLLER MCGILL 2 DIA X 1.25 CCYR-2-S	92.18
.091185	ROLLER ASSEMBLY LOWER A62	1,002.40
.091198	DOCK BUMPER MODIFICATION A62-1	42.34
.091199	DOCK BUMPER B5760	10.75
.091220	PIN WELDMENT 2" X 12.75 A62 BOOM-4	220.83
.091840	WELDMENT A62 BOOM-3 ROLLER UPPER	767.78
.091841	ECCENTRIC SHAFT A62 BOOM-3	265.58
.091946	PLATFORM HANGER A40 NEW	1,837.30
.092131	LEVEL FRAME WELDMENT A62-1	2,003.38
.092154	TENSION LINK B4 A62-1	215.35
.092180	PIN 2.00 DIA X 7.75	120.45
.092181	PIN 2.00 DIA X 7.00	113.15
.092182	PIN 2.00 DIA X 4.53	94.90
.092183	PIN 1.50 DIA X 12.75	116.80
.092185	PIN 1.50 DIA X 8.38	94.90
.092189	PIN .625 DIA X 2.00	73.00
.092275	CATRAC BOX COVER BM4 .063 3003 ALUM	317.34
.093171	PIN 1.50 4140 HT X 5.00	87.60
.095096	LATCH CAB LH 55ZN ZINC	11.95
.095163	SOLENOID VALVE W/MANUAL DETENT OVERRIDE	202.00
.095174	INTERCOM MASTER C1	1,793.75
.095195	SPRING PIN 2372A482	82.48
.095294	ALIGNMENT ANGLE 6061-T6 ALUMINUM	44.31
.095298	BUMPER 3.00 DIA X 4.50	69.17
.095664	FILTER ELEMENT 6 MICRON ABSOLUTE	147.50
.095665	GAUGE RETURN FILTER BYPASS 25 PSI	22.12
.095723	FLOW AND PRESSURE COMPENSATOR	274.45
.096320	RADIO CONTROL PACKAGE A62 12 FT TETHER	7,512.10
.096321	RADIO CONTROL PACKAGE A62 125 FT TETHER	7,512.10
.096346	SPRING 96485K229 2 29/32 X 10	44.10
.096358	TURRET-2 PIN REPLACEMENT KIT UB50-60	553.88
.096391	AMPHENOL CAP T6483-201 72M4846	20.88
.096582	FILTER INSTALLATION-RELOCATED	2,317.72
.096683	LEVEL SENSOR ASSEMBLY	1,109.92
.096703	FILTER ELEMENT PRESSURE 6000 PSI	189.75
.096752	SERVICE REPAIR KIT 3 RELAYS	236.27
.096762	AMPHENOL FEMALE CABLE END NBB TETHER	29.78
.096773	SOLENOID VALVE A62 DUMP EATON	191.90
.096774	COIL DIN TYPE A62 DUMP VALVE EATON	37.93
.097042	RED PALM BUTTON M22-DP-R MOMENTARY	27.45
.097043	CONTACT BLOCK N.O. M22-K10	17.13
.100246	CAP HYPRO RADIO CONTROL	16.41
.265000	STRAINER SUCTION 2" LH-SEH-50-2-100 RV3	82.30
.335500	BUSHING 1 1/2 SELF ALIGNING BALL	99.55

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

PART NO.	DESCRIPTION	UNIT PRICE \$
.465300	NUT NYLOCK JAM 1 1/2 NF PLATED	21.00
.465400	NUT NYLOCK JAM 2 NF PLATED	72.15
.564197	PRESSURE GAUGE HYDRAULIC BACK M 3000 PSI	62.50
.564198	PRESSURE GAUGE HYDRAULIC 5000 PSI	62.50
.564199	PRESSURE GAUGE HYDRAULIC 3000 PSI	62.50
.597100	CLAMP EXHAUST 3 1/2" 35753	12.48
.650007	FILTER ELEMENT	48.10
.650182	OEM CONTROLLER OLD EMS4M5783	975.38
.650346	CONTROLLER #PMS4M6117	538.75
.650364	MRC-1 RECEIVER MRE2E5AB52B1	2,113.75
.650782	OEM DRIVE CARD EA6117	247.73
.650864	BOOT OEM STICK A-346	9.50
.650890	SOLENOID VALVE NO DSL101N	108.58
.650895	SEAL KIT LEVELING VALVE 7B-1	62.50
.650908	STROBE HEAD 360 DEGREE AMBER 360AH	137.50
.650940	BRAKE REBUILD KIT ESKRIDGE BRAKE	393.58
.650953	OIL FILTER ISUZU 3LB1 & 3LD1	20.80
.650954	FUEL FILTER ISUZU 3LB1 & 3LD1	37.55
.650958	SOLENOID VALVE GS02-16-00-N	323.73
.650962	COIL CCP012D	49.48
.650966	VALVE CARTERIDGE NO WATERMAN 14C11S	219.48
.650971	AIR FILTER 3LD1 2E1	43.23
.650973	GLO PLUG ISUZU 3LB1 & 3LD1	47.80
.650977	DIRECTIONAL CONTROL RPE3-063C11/01200E1	254.38
.650981	SOLENOID VALVE GS04-13-00-NC	263.25
.650984	BACKUP RING FILTER BOWL 400225	32.63
.650985	O-RING FILTER BOWL 400124	4.53
.650991	SOLENOID VALVE GP0253L	243.50
.650992	COIL 12V DC CCS012D	48.38
.650999	CHECK VALVE D04B2-1.0N	39.78
.651004	FIBER BRAKE DISK 01-288-0010	33.35
.651013	UPPER HANDLE A/116 SUPERFLEX STICK	10.50
.651014	LOWER HANDLE A/115 SUPERFLEX STICK	7.20
.651015	SPRING A/117 SUPERFLEX STICK	6.80
.651030	SEPARATOR PLATE 01-288-0020	31.25
.651033	BATTERY NBB CONTROL 2.260.1020	340.88
.651950	ISUZU IGNITION KEY	7.48
.651953	BRAKE SEAL KIT 93-016-1181	67.85
.651965	OIL FILTER ISUZU 3CD-1 ENGINE	29.93
.651975	BREATHER RETURN FILTER 934301	9.00
.652012	COIL 12 VOLT S10LDD012	56.98
.652025	RADIO CONTROL PADDLE A62 2.250.9800	283.25
.652076	BRAKE SPRING GREEN 01-261-0290	12.00
.652077	SOLENOID VALVE SVP10-NCR-00-00-B-00	77.23
.652078	COIL 12 VOLT M16-12D-26W-DN	43.73
.652091	PIN STARTER FOR 2" PIN	187.50
.652095	VOLTAGE REGULATOR MARATHON	981.83
.652098	O-RING PRESSURE FILTER ARGO/HYTOS	2.73
.652104	O-RING PRESSURE FILTER DONALDSON	0.85
.652112	ISUZU RADIATOR MOUNT 3LB1 5XK74	12.50
.652120	BACKUP RING PRESSURE FILTER DONALDSON	3.95

ASPEN AERIALS, INC.
PARTS PRICE LIST
FEBRUARY 11, 2016

<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE \$</u>
.652124	VALVE SOLENOID NO DSH081NT	203.18

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: Aspen Aerials, Inc. Signed: John Sturrock
Date: 2/10/2016 Title: President

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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: Aspen Aerials, Inc.

Authorized Signature: *John Halvorson* Date: 2/10/16

State of Minnesota

County of St. Louis, to-wit:

Taken, subscribed, and sworn to before me this 10th day of February, 2016.

My Commission expires January 31, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Carol L. Halvorson*

