



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

Header 3

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 386234

Procurement Type: Central Master Agreement

Vendor ID: 000000118285

Legal Name: SUNSOURCE

Alias/DBA:

Total Bid: \$0.00

Response Date: 12/06/2017

Response Time: 14:52

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000044

Published Date: 11/21/17

Close Date: 12/7/17

Close Time: 13:30

Status: Closed

Solicitation Description: Hydraulic Component Repairs for District Eight (D-8)

Total of Header Attachments: 3

Total of All Attachments: 3

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 386234

Solicitation Description : Hydraulic Component Repairs for District Eight (D-8)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-07 13:30:00	SR 0803 ESR12061700000002474	1

VENDOR
000000118285 SUNSOURCE

Solicitation Number: CRFQ 0803 DOT1800000044

Total Bid : \$0.00 **Response Date:** 2017-12-06 **Response Time:** 14:52:27

Comments: Payment terms are Net 30.

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vendor shall use Exhibit_A Pricing Page for bid pricing	0.00000	LS	\$85.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25172800			

Extended Description : Hydraulic Component Repairs:
Note: Vendor shall use Exhibit_A Pricing Page for bid pricing.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
Vendor shall enter pricing into the Exhibit_A Pricing Page and must attach with bid.

Comments: See attached



December 6, 2017

**State of West Virginia
Division of Highways
2019 Washington St, East
Charleston, WV 25305
ATTN: Mark Atkins, Senior Buyer**

SUBJECT: CRFQ DOT1800000044, D-8 HYDRAULIC COMPONENT REPAIRS

Dear Mr. Atkins,

SunSource is pleased to present the attached response to your solicitation for hydraulic component repairs, referenced above. When evaluating the proposals you receive, I would like to ask you to keep the following points in mind:

- All components sent in for repair are fully tested and evaluated before any repairs are authorized. After a component has been fully evaluated, you will be sent a quotation, detailing the condition of your unit, which allows you to either authorize the repair or decline to do so. You are not charged until you have accepted the quotation.
- All repaired components are fully tested to the original OEM specifications for pressure and flow on our state-of-the-art test bench. Test reports are available at no charge upon request.
- All repaired components come with a 1 Year Operational Warranty, so if you repair a component and store it as a back-up, your warranty period does not start until you reinstall it on your unit.
- Regular pick up and delivery of components for repair is complementary.

If you have any questions, please feel free to contact me for more information. We look forward to serving you and the West Virginia Division of Highways.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Foy', with a large, sweeping flourish extending to the right.

**Bill Foy
Government Market Manager
SunSource**

Ph: (913) 669-5368
E-Mail: BFoy@sunsrce.com

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: November 29, 2017 due by 2:00pm EST.

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: D-8 Hydraulic Component Repair
BUYER: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1800000044
BID OPENING DATE: 12/07/2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: 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 ^{n/a} convenience copies of each to the Purchasing Division at the address shown above. 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: December 07, 2017 @ 1:30pm EST

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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 _____ upon award _____ and extends for a period of one (1) 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

22. COMPLIANCE WITH LAWS: 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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

William E Foy

Government Market Manager

(Name, Title)

William E. Foy, Government Market Manager

(Printed Name and Title)

4149 Weater Court S., Hilliard, OH 43026

(Address)

(913) 669-5368 / (800) 636-2755

(Phone Number) / (Fax Number)

BFoy@sunsrce.com

(email address)

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

STS Operating Inc., dba SunSource

(Company)

William E Foy

(Authorized Signature) (Representative Name, Title)

William E Foy, Government Market Manager

(Printed Name and Title of Authorized Representative)

6 December 2017

(Date)

(913) 669-5368 / (800) 636-2755

(Phone Number) (Fax Number)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: STS Operating Inc., dba SunSource Address: 4149 Weaver Court S.
Hilliard, OH, 43026

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

STS Operating, dba SunSource, is wholly owned by Littlejohn, Inc., Greenwich, CT.

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

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

Signature: Will E Foy

Date Signed: December 6, 2017

Notary Verification

State of Minnesota, County of Olmsted:

I, William E Foy, Government Market Manager, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of December, 2017.

Jeffrey Donald Sabatke
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: William E Foy, Government Market Manager

Authorized Signature: *Will E Foy* Date: December 6, 2017

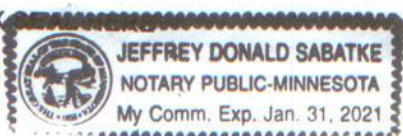
State of Minnesota

County of Olmsted, to-wit:

Taken, subscribed, and sworn to before me this 6th day of December, 2017.

My Commission expires Jan. 31, 2021.

AFFIX



NOTARY PUBLIC

Jeffrey Donald Sabatke

Purchasing Affidavit (Revised 07/07/2017)

CRFQ 0803 DOT1800000044

District Eight (D-8) Hydraulic Component Repair

EXHIBIT_A PRICING PAGE

Labor Costs	Hourly Rate	Estimated Labor Hours	Total Cost for Labor
	\$ 85.00	1500	\$ 127,500.00
Parts Costs	Markup Multiplier	Estimated Vendor Cost of Parts	Total Cost for Parts
	1.33	\$50,000.00	\$ 66,500.00
Total Bid Cost			\$ 194,000.00

Vendor Name: SunSource
Contract Manager: Bill Foy

Phone: 913-669-5368
Fax: 800-636-2755
Email: bfoy@sunsrce.com



SUNSOURCE



**MECHANICAL, HYDRAULIC, ELECTRONIC,
AND FLUID PROCESS REPAIR SERVICES**



For over 85 years, SunSource has provided quality components, designed and engineered systems, and maintained a high level of customer service to the mobile hydraulic and industrial markets. We are dedicated to further strengthening our capabilities to serve our customers by providing a broader array of repair services of industrial hydraulics, fluid process equipment and electronic components. Our associates are committed to providing the products, services and support our customers expect, for a long successful relationship.

We are proud to offer you these great services:

- Free evaluations
- Emergency services available
- Experienced factory trained technicians
- 13 month in-service warranty on the entire unit
- Free pick-up and delivery service in most areas
- System testing of all repairs (where applicable)
- Failure Analysis and Test Reporting
- On-Line order status tracking and reporting
- Remanufactured and surplus spares available



SunSource Family of Companies

SunSource is focused on providing the highest quality, prompt, and economical repair services. No other service and repair organization can offer you more diverse repair capabilities and experience that has made SunSource one of the most successful organizations in the industry.

As an ISO 9001:2008 certified repair facility, you can rest assured that your repair will be performed by factory trained, professional technicians with years of experience and an uncompromising attention to detail. We are so confident in their abilities, and our processes, that we provide a industry leading operational warranty with every repair.

MECHANICAL REPAIR

GEAR BOXES

Rely on SunSource when it comes to remanufacturing gear boxes, and rotary drives. Our customers have come to expect the same level of quality and service that we have delivered throughout three decades of hydraulic and electronic component repair.

Common manufacturers include: Falk, Rexnord, Flender, SEW, Dodge and many more.



SERVO MOTORS

SunSource has been focusing on servo and spindle motor repair as a core competency since day one. Every incoming unit is thoroughly cleaned, inspected, diagnosed, and repaired by skilled technicians. Our in-house machining and rewind capabilities allow us to provide, high-quality and expedient delivery. All motors are close loop system tested, under load, to meet or exceed OEM specifications.

Common manufacturers include: Allen Bradley, Indramant, Yaskawa, Siemens, Mitsubishi, Modicon and many more.



BALLSCREWS

SunSource specializes in remanufacturing precision ballscrew assemblies as well as manufacturing from print or reverse engineering. We will evaluate your ballscrew to identify possible misalignment, excessive load, or heat related issues. We pride ourselves with very prompt deliveries and emergency service is always available to help get your machine back up and running.



SPINDLES

As our reputation for quality and service has grown, so too have our capabilities. We have the equipment to analyze, balance, remanufacture, and test nearly every brand of spindle on the market today.



HYDRAULIC REPAIR

PUMPS & MOTORS

We service hundreds of hydraulic pumps every week. Every unit is completely disassembled and evaluated so that we can identify possible root causes of failure. Damaged parts are replaced or remanufactured, and the unit is rebuilt. The final product is load tested to confirm that it performs to OEM-specific standards before being painted and packaged for return.



Widely recognized as the aftermarket leader in Oilgear repairs and exchanges, we stock hundreds of rebuilt Oilgear pumps to meet the needs of our customers. We strive to have a rebuilt Oilgear pump on the way to you in 1-2 days, and all rebuilt exchanges carry a 2-year operational warranty.



VALVES

SunSource specializes in repairing all major brands of servo valves, proportional valves, and directional valves. Our skilled technicians average over 15 years experience and will thoroughly test, evaluate, and repair your valve to OEM specifications in under 5 working days. If your need is critical, SunSource can offer emergency turnaround. All valves are static and dynamically system tested.

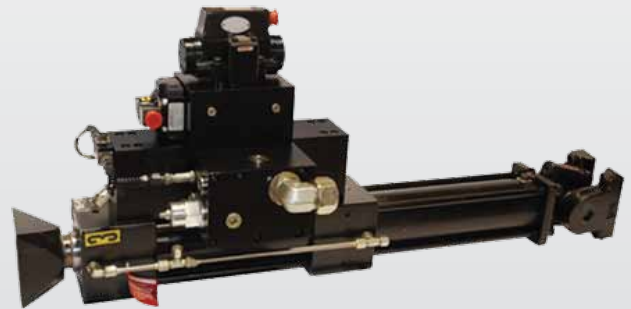


CYLINDERS/ACTUATORS

SunSource can repair and remanufacture all of your hydraulic cylinders. Our in-house machining department cuts down the lead time of repairs significantly, and allows us to produce parts for your damaged cylinders. We have the capability to manufacture new rods, pistons, bushings, and tubes. Every cylinder we repair leaves our facilities operating like a brand new cylinder.

Our experienced technicians can repair cylinders up to 32 ft. in length and 36 in. diameter, up to 40,000 lbs. in weight. Whether it is repair work or manufacturing a new unit, fast turn around and quality work is our objective for all customers.

All incoming units are thoroughly inspected, cleaned, diagnosed, and repaired by skilled technicians, who average over 20 years of experience. A typical repair of a precision actuator includes such work as: grinding and chroming the rod, honing the tube, installing new seals, calibrating the LVDT and testing the actuator with its servo valves.





ELECTRONIC REPAIR

DRIVES

Our Electronics Repair Department specializes in industrial drive components and their applications. We have the expertise and equipment to clean, check and dynamically test your component to replicate its malfunction, and the skilled technicians to fix it. Once the unit is approved for completion it is repaired and load tested on one of our custom built test stand to simulate your application under working conditions.

We service all major brands including: Allen Bradley, Reliance, GE, Fanuc, Indramat, Siemens, ABB, Mitsubishi, Yaskawa and many more.



PLCs

PLCs have become the nerve center of the modern manufacturing facility, and it only takes one board failure to bring production to a halt. SunSource not only offers emergency repair service but in many cases we can offer an exchange board for immediate delivery. Whether you have an I/O card, Processor or Power Supply, our standard 3-5 day service covers all major brands of PLCs including: Allen Bradley, GE, Modicon, Texas Instruments, Reliant, Mitsubishi, and Siemens.



All PLCs are closed loop, system tested on the matching rack to ensure a quality repair.

HMIs, INDUSTRIAL COMPUTERS, & TOUCH SCREENS

The convenience of Human Machine Interface control panels has made them indispensable on the plant floor. Unfortunately, they are one of the most fragile components in your entire system. SunSource has a staff of trained technicians who will clean, static-check, and test your HMI to ensure the highest quality repair.



LCD UPGRADES

We offer energy-efficient LCD displays for legacy CRT monitors.

We provide expert service to the following brands: Allen Bradley, Eaton, Fanuc, Siemens, Toshiba, Xycom and more.



ENCODERS

SunSource has experience with over 150 brands of encoders, pulse coders, pulse generators, resolvers and tachometers. We can offer complete electrical and mechanical repair on your encoders; all repairs are fully tested.



WELDERS & WELD CONTROLS

Our certified technicians can repair your welder, or weld controller, and bring your equipment back up to full OEM-specifications. With our load testing capabilities and our attention to detail we can ensure your unit's peak performance.

We provide expert service to the following welder and weld control brands: Miller, Lincoln, Yaskawa Motoweld, ESAB, Panasonic, OTC Daihen, WTC Weltronic, Dengensha, and Robotron.



LIGHT CURTAINS

All light curtains are thoroughly evaluated and rigorously tested by our experienced technicians. After the initial test, every unit is then duration tested for at least 8 hours to verify the proper operation of the unit before it's returned to you.

Common brands include: STI, Sick Optics, Banner, Dolan Jenner, and many more.



TEACH PENDANTS

When your teach pendants fail, you need them repaired fast, so your vital equipment isn't sitting idle any longer than necessary. We system test your teach pendant on the matching robotic controller. We stock many replacement membranes, E-stops, and displays for prompt service.



POWER SUPPLIES

A failure in a power supply can stop an entire line. Rely on SunSource to clean, static-check, and load test your power supply. Upon your approval repair time is usually 10 days or less and emergency service is always available.



ROBOTICS REPAIR

SunSource has over 20 robotic manipulators and controllers to be able to system test your robotic components. Devices such as teach pendants, servo amplifiers, power supplies, and control boards are closed loop, system tested on the exact same type robotic system that you use in your manufacturing process. This allows us to not only verify that the original problem with the unit has been corrected, but also verify all other working parameters.



A Sample of the Robots We Service

ABB S2	Comau C3G	Fanuc RJ	Kawasaki FS Series	Kuka KR 150	Motoman ERC
ABB S3	Comau C5G	Fanuc RJ2	Kawasaki FD Series	Kuka KR 6	Motoman MRC
ABB S4	Comau Smart 3	Fanuc RJ 3	Kawasaki M Series	Kuka KR 15	Motoman XRC
ABB S4C	Comau Smart S2	Fanuc RJ 3iB	Kawasaki UT 150	Kuka KR 30	Motoman NX

Our Robotic Fleet is Dedicated to Test the Following:

- CPU/Power Supplies and I/O Cards
- Servo Drives/Multi Axis Amplifiers
- Servo Motors
- Teach Pendants
- Wrist Assemblies



FLUID PROCESS REPAIR

The SunSource Fluid Process Division proudly serves the Automotive, Biofuels/Ethanol, CAFO Biogas, Chemical, Industrial, Sanitary, Food & Beverage, Pharmaceutical, Pulp & Paper, OEM, Municipal Water & Wastewater Treatment Markets. We have several facilities available to service and repair your pump and related equipment. Our repair operations are fully equipped with machinery capable of handling every step of the process, including:

- Complete Refurbish and Reconditioning
- Machining & Welding
- Dynamic Balancing
- Fabrication & Assembly
- Pump and Motor Alignment
- Part Reproduction for Damaged or Obsolete Part Replacement

FLUID PROCESS PUMPS

- ANSI Pumps
- Double Suction Pumps
- Multi Stage Pumps



VERTICAL & HORIZONTAL PUMPS

- High Temp / Hot Oil Pumps
- Boiler Feed Pumps
- Slurry Pumps
- Vertical Turbine Pumps



POSITIVE DISPLACEMENT PUMPS

- Progressing Cavity Pumps
- Screw Pumps
- Sanitary Pumps
- Paint Pumps



Specializing in repair of: Ampco, ARO, Brinkmann, Dean, Durco, Flowserve, Fybroc, Gorman-Rupp, Goulds, Hydra Cell, Ingersoll Rand, Iwaki, IMO, Knoll, Liestritz, Mono, Moyno, Peerless, Sandpiper, Scott, Sulzer, Tarby, Tuthill, Yamada, Viking, Waukesha, Wilden, and many more.

CENTRIFUGAL PUMPS

SunSource has the capability to remanufacture your centrifugal pump to like new condition – any size, any brand. We offer complete inspection of shaft, frame, bearings, packing, stuff box, impeller, volute, and front cover to ensure a high quality repair.

We service all brands of pumps including: Goulds, Flowserve, Worthington, Ingersoll-Rand, Byron Jackson, Johnson, NOV - Mission, Gardner Denver, Gorman-Rupp, O'Drill-MCM.



VACUUM PUMPS

We understand the value of keeping your equipment running, so when you are having issues with your vacuum pump, you can rely on SunSource to service your unit to minimize your downtime. We specialize in multiple kinds of vacuum pumps found throughout the manufacturing industries including rotary vane, liquid ring, scroll, piston and lobe.

We service all brands of pumps including: Gardner Denver, Nash, BOC Edwards, Kinney, Leybold, Stokes, Varian, Siemens, Somarakis, and many more.



BLOWERS

SunSource specializes in many types of blower reconditioning, including Positive Displacement, and Centrifugal. We provide in-house machining and dynamic balancing equipment to ensure peak performance of your unit.

We specialize in the repair of these brands: Roots, Siemens, Dresser, Leybold, and many more.



• Machining



• Welding



• Parts Washing



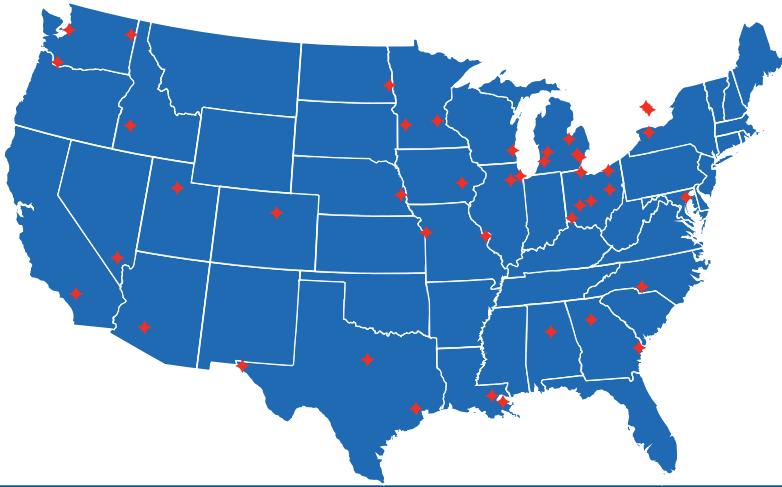
• Sand Blasting

The company behind the SunSource Advantage

As a national distributor with local presence, SunSource has a unique and dominant position as a full-service resource for the industrial and mobile fluid power industry. We distribute a broad range of components, but SunSource is much more than a distributor just supplying fluid power products. We realize that our customers need more. Along with high quality products, we provide a commitment to high quality customer service and technically sound, cost-effective solutions.

The decisions you make every day affect your company's bottom line, so finding the right partners is a top priority. When your success depends on the success of others, it becomes critical to develop strong, lasting partnerships with suppliers you can trust to provide the support your company needs for a competitive advantage. Dependable, knowledgeable, efficient service helps you focus your energy on activities that help sell your product – and help your company succeed.

– For more information, please contact your local SunSource representative.



National Repair Solutions

- Nationwide Network of Facilities
- Extensive Range of Repair Capabilities
- Single Source and Point of Contact
- System Testing to Meet or Exceed OEM Specifications

SUNSOURCE LOCATIONS

Alabama Birmingham 153 West Valley Avenue Homewood, AL 35209 800-228-5800	Illinois Chicago 2301 Windsor Court Addison, IL 60101 800-345-0316	Detroit 5755 Ten Mile Road Warren, MI 48091 800-229-5350	St. Louis 10855 Metro Court - C Maryland Hts, MO 63043 800-886-9696	Dayton 4744 Payne Avenue Dayton, OH 45414 800-288-5843	Washington Seattle 1515 NW Ballard Way Seattle WA 98107 800-666-0382
Arizona Phoenix 4810 South 36th St. Phoenix AZ 85040 480-763-0388	Chicago 1290 Lyon Road Batavia, IL 60510 630-628-2800	Grand Rapids 4282 Brockton Dr. S.E. Suite A Kentwood, MI 49512 616-656-9360	Nebraska Omaha 10171 "J" Street Omaha, NE 68127 800-754-4814	Toledo 7862 W. Central Ave., Suite B Toledo, OH 43617 419-842-9903	Spokane 2501 N Farr Lane, Suite 2 Spokane Valley, WA 99206 800-234-8265
California Riverside 1956 Keats Dr. Riverside, CA 92501 800-989-7867	Iowa Cedar Rapids 9310 Atlantic Drive SW Cedar Rapids, IA 52404 888-231-6596	Kalamazoo 4797 Campus Drive Kalamazoo, MI 49008 269-345-1923	New York Darien Center 10751 Alleghany Road Darien Center, NY 14040 585-547-9931	Midvale 5655 Gundy Drive Midvale, OH 44653 740-922-3343	Vancouver 2119 SE Columbia Way, Suite 310 Vancouver, WA 98661 800-444-4946
Colorado Denver 6510 N. Franklin St. Denver, CO 80229 800-284-0026	Louisiana Baton Rouge 18359 Petroleum Dr. Baton Rouge, LA 70809 225-752-0267	Saginaw 3170 Christy Way, Suite 3 Saginaw, MI 48603 800-388-5843	North Dakota Fargo 2210 Main Ave. East, Suite 4 West Fargo, ND 58078 800-540-5664	Texas Dallas 1172 113th Street Grand Prairie, TX 75050 877-329-0339	Wisconsin Milwaukee 11928 W. Silver Spring Dr. Milwaukee, WI 53225 888-899-2153
Georgia Atlanta 5390 E Ponce de Leon, Suite E Stone Mountain, GA 30083 800-228-5800	New Orleans 5109 Taravella Road Marrero, LA 70072 800-349-1134	Minnesota Granite Falls 113 Winter Dr. Granite Falls, MN 56241 800-427-3623	Ohio Cincinnati 5750 Hillside Avenue Cincinnati, OH 45233 800-727-2226	El Paso 11395 James Watt Dr. Suite A-13 El Paso, TX 79936 800-267-2298	Canada Toronto 6535 Millcreek Drive #48 Mississauga, Ontario Canada L5N 2M2 905-821-4230
Savannah PO Box 7828 Garden City, GA 31418 912-966-0884	Maryland Baltimore 601 - K. Hammonds Ferry Rd. Linthicum, MD 21090 888-899-2430	Minneapolis 12800 Highway 13 South, #100 Savage, MN 55378 888-216-0858	Cleveland 2525 East Royalton Rd. Broadview Heights, OH 44147 800-589-8352	Houston 1833 Johanna Houston, TX 77055 800-929-1100	25 North Rivermede Units 1-3 Concord, Ontario Canada L4K 5V4 416-798-7575
Idaho Boise 284 North Maple Grove Road Boise, ID 83704 866-323-4767	Michigan Detroit 6460 Sims Road Sterling Heights, MI 48313 586-838-1300	Missouri Kansas City 3950 NE 33rd Terrace STE #1 Kansas City, MO 64117 800-798-3564	Columbus 4149 Weaver Ct. S. Hilliard, OH 43026 800-553-5238	Utah Salt Lake City 1832 West 2770 South #10 Salt Lake City, UT 84119 801-975-9125	

