



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

State of West Virginia Master Agreement

Order Date: 09-27-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0606 0606 HSE2200000002 1	Procurement Folder:	911063
Document Name:	Self-Supporting and Guyed Communication Towers & Accessories	Reason for Modification:	
Document Description:	Self-Supporting & Guyed Towers & Accessories		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000196173 ALLSTATE TOWER INC PO BOX 25 HENDERSON KY 42419 US Vendor Contact Phone: 270-830-8512 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Sandra E Sparks Requestor Phone: 304-414-7672 Requestor Email: sandra.e.sparks@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US	DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE DUNBAR WV 25064 US

10-5-21
BOX

Total Order Amount:	Open End
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Purchasing Division's File Copy

pp
9/27/2021

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tanya J. 9/27/2021</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John D. 10/14/2021</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>10/15/2021</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Allstate Tower. Inc., agrees to enter with the West Virginia Emergency Management Division (WV EMD), to establish an open-end contract for the purchase of self-supporting and guyed communication towers and accessories for the Statewide Interoperable Radio System (SIRN). per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 08/17/2021, Addendum No. 2 issued 08/19/2021 and the Vendor's submitted and accepted bid dated 08/31/2021 incorporated herein by reference and made apart hereof.

See attached pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43190000			EA	0.000000
	Service From	Service To			

Commodity Line Description: Total bid price

Extended Description:

See attached pricing pages for breakdown of items and pricing.

	Document Phase	Document Description	Page 3
HSE2200000002	Draft	Self-Supporting & Guyed Towers & Accessories	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 October 15, 2021 and the initial contract term extends until October 14, 2022.

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 _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ General Contractors License

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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.

☐ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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. 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>.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Matt Barnhill, Sales Representative
(Name, Title)
Matt Barnhill, Sales Representative
(Printed Name and Title)
232 Itelman Ave, Henderson, KY 42420
(Address)
270-860-7270
(Phone Number) / (Fax Number)
mbarnhill@pittg.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Allstate Tower, Inc.
(Company)

P. Keegan O'Daniel
(Authorized Signature) (Representative Name, Title)

P. Keegan O'Daniel, President
(Printed Name and Title of Authorized Representative)

8/31/2021
(Date)

270-830-8512 270-830-8475
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ HSE22*04
West Virginia Emergency Management Division
Self-Supporting and Guyed Communication Towers and Accessories

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Emergency Management Division (WV EMD), to establish an open-end contract for the purchase of self-supporting and guyed communication towers and accessories for the Statewide Interoperable Radio System (SIRN).
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 **“Manufacture Services”** means; the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“Solicitation”** means the official request for quotation published by the West Virginia Purchasing Division and identified a **CRFQ HSE22*04**.
 - 2.4 **“Specification/Project Manual”** means the list of requirements and specifications as listed in sections 3
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over and supersede anything in the Specifications/Project Manual.

REQUIREMENTS:

SELF-SUPPORTING TOWERS:

- 3.1 **Contract Items and Mandatory Requirements:**

Vendor must provide WV EMD with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements specific to each item described below; as well as the Mandatory Requirements for all items described in Section 3.2 and 3.3 herein. All self-supporting towers 140 foot or higher **must support up to four 8 foot HP 6 GHZ Dishes – 80 foot to 10 foot below the top of the tower four, 6 foot HP GHZ Dishes – 80 foot to 10 foot below the top of the tower and 12 foot sector boom at top one on each tower face. All towers must be solid leg construction.**

 - 3.1.1 100 Foot Self-Supporting Tower
 - 3.1.2 120 Foot Self-Supporting Tower
 - 3.1.3 140 Foot Self-Supporting Tower
 - 3.1.4 160 Foot Self-Supporting Tower
 - 3.1.5 180 Foot Self-Supporting Tower

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Self-Supporting and Guyed Communication Towers and Accessories

- 3.1.6 200 Foot Self-Supporting Tower
- 3.1.7 220 Foot Self-Supporting Tower
- 3.1.8 240 Foot Self-Supporting Tower
- 3.1.9 260 Foot Self-Supporting Tower
- 3.1.10 280 Foot Self-Supporting Tower
- 3.1.11 300 Foot Self-Supporting Tower
- 3.1.12 320 Foot Self-Supporting Tower
- 3.1.13 340 Foot Self-Supporting Tower
- 3.1.14 360 Foot Self-Supporting Tower
- 3.1.15 380 Foot Self-Supporting Tower
- 3.1.16 400 Foot Self-Supporting Tower

GUYED TOWERS:

Contract Items and Mandatory Requirements: Vendor must provide WV EMD with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements specific to each item described below; as well as the Mandatory Requirements for all items described in Section 3.2 and 3.3 herein. All guyed towers 140 foot or higher must have guyed tower torque stabilizers and must support up to four 8 foot HP 6 GHZ Dishes – 80 foot to 10 foot below the top of the tower four, 6 foot HP GHZ Dishes – 80 foot to 10 foot below the top of the tower and 12 foot sector boom at top one on each tower face. All towers must be solid leg construction.

- 3.1.17 100 Foot Guyed Tower
- 3.1.18 120 Foot Guyed Tower
- 3.1.19 140 Foot Guyed Tower
- 3.1.20 160 Foot Guyed Tower
- 3.1.21 200 Foot Guyed Tower
- 3.1.22 240 Foot Guyed Tower
- 3.1.23 280 Foot Guyed Tower
- 3.1.24 320 Foot Guyed Tower
- 3.1.25 360 Foot Guyed Tower
- 3.1.26 400 Foot Guyed Tower
- 3.1.27 440 Foot Guyed Tower
- 3.1.28 480 Foot Guyed Tower

TOWER APPURTENANCES: Must be compatible to self-supporting and guyed towers described in 3.1.1 through 3.1.28 herein.

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Self-Supporting and Guyed Communication Towers and Accessories

- 3.1.29 Six Foot Standard Arm.**
- 3.1.30 Six Foot Tapered Side Arm.**
- 3.1.31 Safety Climb Device (acceptable increments of 100 foot).**
- 3.1.32 Medium white light, and red LED beacon combinations.**
- 3.1.33 Red side lights must be LED fixtures.**
- 3.1.34 Four-inch microwave dish mounts with all hardware.**
- 3.1.35 Ice shields for six (6) foot dishes.**
- 3.1.36 Ice shields for eight (8) foot dishes.**
- 3.1.37 Twenty (20) foot vertical waveguide ladder**
- 3.1.38 Ten (10) foot horizontal waveguide**
- 3.1.39 Three (3) foot standard side arms.**
- 3.1.40 Three (3) foot tapered side arms.**
- 3.1.41 Twelve-foot sector booms**
- 3.1.42 Tower light controller kit for tower lights.**

3.2 General Mandatory Requirements

- 3.2.1 Vendor must warranty contract items for a minimum of one (1) year.**
- 3.2.2 All towers must meet industry standards (i.e. Underwriters Laboratories (UL) Federal Communications Commission (FCC) and Institute of Electrical and Electronic Engineers (IEEE)).**
- 3.2.3 Towers must be constructed on an equilateral triangle pattern with steel lifts and cross bracing members of either bolted or welded construction. The triangular size must be sufficient to meet the Electronics Industries Association (EIA) standards as per the International Building Code acceptance. All tower sections and accessories will be hot dipped galvanized after fabrication according to American Association for Testing and Materials (ASTM) specifications A-123m which gives a minimum of two (2) ounces of zinc per square foot of surface.**
- 3.2.4 Towers must be designed for a minimum wind loading and radial ice per ANSI/TIA-222 REV-H Standards, or most current, and the International Building Code Acceptance. Wind and ice must be considered on the tower, antenna, guys and all appurtenances. The manufacturer must accordingly consider that the structures are for essential facilities. Importance factors must be adjusted accordingly.**
- 3.2.5 Guyed towers must be able to accommodate torque arms at appropriate location to support 6 GHZ, 10 GHZ, and 18 GHZ microwave dishes and directional antenna. All guyed towers must have a minimum face width of forty- two (42) inches or greater.**

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Self-Supporting and Guyed Communication Towers and Accessories

- 3.2.6** Towers must have a standard lightning rod assembly designed to be mounted higher than the uppermost antenna.
- 3.2.7** Towers must have a climbing leg or step pegs designed to meet current EIA standards per the International Building Code Acceptance. Steps will run continuously from top to bottom on one leg of the tower. Self-Supporting towers, which are greater than 140 foot to 400 foot, will have three (3) climbing legs with step bolts, or pegs from the ground to an elevation of 2/3 of the height of the tower. One leg will have continuous step bolts for the entire height of the tower. A safety climbing device must be installed on the permanent climbing leg over the entire height of the tower. Climbing device must meet Occupational Safety & Health Administration (OSHA) standards.
- 3.2.8** Towers must be provided with two (2) vertical waveguide ladders. Towers must be designed with waveguide ladders on two faces. Waveguide ladders must accommodate snap-in, and bolt-on style hangers with a minimum width of 28 inches or greater. Guyed towers must have waveguide brace brackets on two faces, as a substitute for the dual waveguide ladder, providing the tower is structurally designed to use the wave guide brackets.
- 3.2.9** Towers must be designed and fabricated according to the Energy Information Administration (EIA) standards per the International Code Acceptance (REV-H or most current), which can be found at www.icssafe.org
All tower designs and engineering data must be submitted to the purchaser.
- 3.2.10** All tower members must be designed to allow easy inspection of all surfaces for possible corrosion.
- 3.2.11** The shaft of guyed towers must be supported on a point mount at the center of the foundation in a manner to prevent transmission of binding forces between the tower and concrete base.
- 3.2.12** Structural steel must comply with the latest specifications for structural steel for bridges and buildings, which can be found at www.aisc.org
- 3.2.13** All welding must be x-ray quality and conform to the latest American Institute of Steel Construction (AISC) and Advance Wireless Service (AWS) standards, which can be found at www.aws.org
- 3.2.14** Any members that are received buckled or bent must be replaced.

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- 3.2.15** Nuts and bolts must conform to the latest ASTM standards, which can be found at www.astm.org. Split ring lock must be supplied to secure all nuts, or equivalent lock nut attachment to prevent the nuts from vibrating loose.
- 3.2.16** All guy strands must be extra high strength and conform to the latest ASTM specifications, with a class A zinc coding.
- 3.2.17** Tower guys must be provided with a turnbuckle safety at each anchor point.
- 3.2.18** Tower guys must each be provided as one continuous strand from anchor points to the tower.
- 3.2.19** All towers must have grounding plates attached to each leg at tapered base section to accommodate thermo weld connection of ground wires.
- 3.2.20** Tower must be supplied with tower lighting package as appropriate to its height.
- 3.2.21** Tower lighting package must be a dual lighting system as approved by FAA. Components must consist of white (LED) light(s) to be operational during the daytime and red (LED) light(s) to be operational at night.
- 3.2.22** Tower lighting package must include necessary control equipment to monitor tower lights.
- 3.2.23** Ice shields must be provided for center beacons where applicable.
- 3.2.24** Tower packages must include a twelve (12) foot sector boom to be mounted at the top of the structure with twelve (12) antenna locations on the boom. In addition, the tower must be designed to accommodate up to ten (10) UHF/VHF antenna on a six (6) foot side arm distributed equally over the tower height down to a height of fifty (50) foot. Antennas will be up to eighteen (18) foot in length.
- 3.2.25** The tower loading requirements listed under each tower in Section 3.1.1 through 3.1.28, must also include ice shields over dishes. Tower must be designed for multiple carriers with three, 12foot sector booms located at four locations starting from the top of the tower spaced every 4-foot down the tower. (Microwave dishes are back to back with ray domes at four locations equally distributed over the mounting height location as indicated above.) There will be 12 UHF/VHF antennas on 3 foot sidearm

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equally distributed over the entire height of the tower. Transmission lines will vary from (but not limited to) 1 ¼ inch, EW 63, EW 52, EW 99, 5/8 inch and ½ inch lines. Towers, antennas, and lines are to assume a minimum loading under REV H or most current standards.

3.2.26 The following drawings must be furnished by the successful vendor:

- 3.2.26.1** Four copies of tower design and calculation sheets.
- 3.2.26.2** Four copies of foundation plans.
- 3.2.26.3** Four copies of guying specifications.
- 3.2.26.4** Four copies of final erection drawings.

3.2.27 All tower drawings must have a West Virginia Professional Engineer's (PE) stamp or seal.

3.2.28 Each structural member must be identified by a part number and any parts with the same part number must be interchangeable. This will result in tower sections capable of being installed in and 120° rotation without changing the tower structurally. Match marking requirements of tower sections by the manufacturer, for proper assembly, shall not be acceptable.

3.2.29 Tower leg members must be solid, hollow leg designs will not be considered.

3.2.30 Flanged leg connections must utilize a minimum of four bolts per leg. Tower leg members must utilize a 50 KSI minimum yield strength.

3.2.31 The tower manufacturer must maintain the highest quality steel manufacturing standards for production. Only AWS certified welders must be employed for tower fabrication. A fully qualified quality control department must be employed with a quality control manual maintained to establish minimum acceptable fabrication standards, procedures, and requirements for documentation.

3.2.32 For the purpose of this bid, all Self-Supporting towers indicated for bidding, must assume normal soil, level ground.

3.2.33 For the purpose of this bid, all Guyed Towers must assume normal soil, with a 50-foot drop in elevation from tower base to its farthest anchor point.

4. QUALIFICATIONS: Manufacturer should have manufactured like structures of proven quality for a minimum of five (5) years. Vendor must provide documentation upon request.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies 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 cost as shown on the Pricing Pages. West Virginia Emergency Management Division reserves the right to reject any or all bids.

5.2 Pricing Pages: Vendor must complete the Pricing Pages by filling out the Unit Price and Extended Price for each item and provide “Grand Total” in the space provided if submitting manual/paper bid see section 5.3 below for further instructions. If submitting the bid electronically through wvOasis input the Grand Total on the commodity line of the wvOasis’ portal online bid. Vendor must complete pricing page named Exhibit “A” by providing the “Unit Price”, the Extended Price and Grand total will self-populate. Pricing is to include freight costs. This page must be attached to your electronic bid, see section 5.2.1. Vendor will pre-pay freight costs for delivery to all sites in West Virginia and other SIRN sites in surrounding states as specifically required. The vendor will then be paid the actual freight costs upon submission of the original freight invoice to WV EMD. Vendor must complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

5.2.1 Vendor’s who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State’s wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit “A”: Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors MUST complete this form with their prices information and include it as an attachment to their online response before bid opening date and time.

5.2.2 If unable to respond online, Vendor must submit Exhibit “A” Pricing Page with their submitted bid response prior to the scheduled bid opening date and time. Vendor is to enter Grand Total on the form Exhibit A Pricing Page on the wvOASIS Commodity line when submitting bid.

5.2.3 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.

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5.2.4 Notwithstanding the foregoing, the West Virginia Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: David.h.pauline@wv.gov

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, 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 Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing WV EMD orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment to the vendor will be made following delivery of the structure once a final, complete invoice is received. Invoices must include copies of actual freight invoice. Payment will be made within sixty (60) days of invoice.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time:** Vendor shall deliver standard orders within eight (8) weeks after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Late Delivery:** The WV EMD 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 WV EMD 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 West Virginia Purchasing Division.

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West Virginia Emergency Management Division
Self-Supporting and Guyed Communication Towers and Accessories

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the WV EMD's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the WV EMD separately for such delivery. The WV EMD will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** If the WV EMD 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 WV EMD to arrange for the return and reimburse WV EMD for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the WV EMD with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the WV EMD's location. The returned product shall either be replaced, or the WV EMD shall receive a full credit or refund for the purchase price, at the WV EMD's discretion.
- 7.5 Return Due to WV EMD Error:** Items ordered in error by the WV EMD 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.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ 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.

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West Virginia Emergency Management Division
Self-Supporting and Guyed Communication Towers and Accessories

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the WV EMD showing the WV EMD'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: Matt Barnhill
Telephone Number: 270-830-8512 ext. 3623
Fax Number: 270-830-8475
Email Address: mbarnhill@pttg.com



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 911063

Doc Description: Addendum No. 2 Self-Supporting & Guyed Towers & Accessories

Reason for Modification:

Addendum No. 2

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-19	2021-09-01 13:30	CRFQ 0606 HSE2200000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 2

To post technical questions and responses, see attached.

The bid opening remains time remains 9/1/2021 at 1:30 pm.

No other changes.

INVOICE TO

DIVISION OF EMERGENCY
MANAGEMENT
BLDG 1 RM EB80
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

DIVISION OF EMERGENCY
MANAGEMENT
2403 FAIRLAWN AVENUE
DUNBAR WV
US

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

Comm Code**Manufacturer****Specification****Model #**

43190000

Extended Description:

Vendor must complete the Pricing Pages by filling out the Unit Price and Extended Price for each item and provide "Grand Total" in the space provided if submitting manual/paper bid see section 5.3 below for further instructions. If submitting the bid electronically through wvOasis input the Grand Total on the commodity line of the wvOasis' portal online bid. Vendor must complete pricing page named Exhibit "A" by providing the "Unit Price", the Extended Price and Grand total will self-populate. Pricing is to include freight costs. This page must be attached to your electronic bid, see section 5.2.1. Vendor will pre-pay freight costs for delivery to all sites in West Virginia and other SORN sites in surrounding states as specifically required. The vendor will then be paid the actual freight costs upon submission of the original freight invoice to WV EMD. Vendor must complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. See specifications for complete instructions.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory pre-bid meeting at 10:00 am	2021-08-06
2	Technical questions due by 10:00 am	2021-08-11

	Document Phase	Document Description	Page
HSE2200000004	Draft	Addendum No. 2 Self-Supporting & Guyed Towers & Accessories	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ HSE2200000004

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ HSE2200000004 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
- ☒ To respond to technical questions
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

1. To post responses to technical questions, see attached.
2. Bid opening remains September 1, 2021 at 1:30 pm
3. No other changes.

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.

CRFQ HSE22*04

Addendum No. 2

Questions:

Q1.) 118 mph is the about the highest wind speed for risk category III in the state of WV. with the exception of one small area which is 119 mph. The overall state ranges from about 114 mph to 118 mph for Risk III. Previously we used 120mph but that may have been something they specified. I don't see any minimum wind speed or ice requirements listed in the information given this time so I'm leaning on using the following as a standard since there is onl one very small area that would require 1-1/2" ice and the ice ranges from 1/2" to 1" over 98% of the state.

Recommendation : 118mph no ice, 40mph with 1" ice. Is this acceptable?

A1.) Yes, if RWH is met

Q2.) The previous designs used the (10) UHF/VHF antennas listed in section 3.2.24 but starting at the 100' level instead of the 50' level they now have mentioned. However, section 3.2.25 says (12) UHF/VHF antennas. Can they clarify the quantity and the starting elevation for UHF/VHF antennas?

A2.) Starting @ 50 feet

Q3.) Section 3.2.25 lists 4 carriers but says they are to be spaced " 20-Foot minimum " down the tower? Previously we spaced them starting at the top and at equal distance from the top with the bottom carrier at 100'. So a 400' tower would have carriers at 400', 300', 200', & 100'. Is this still ok?

A3.) Yes, The carriers need a minimum of 20 Foot spacing

Q4.) There never were any antenna specifications listed for the carrier antennas so we have just been assuming 4' x 1' panels like Gray Hodge's original designs from 2008. Is this still ok?

A4.) Yes, as a minimum

Q5.) We have been assuming (12) 1-5/8" Heliac to each carrier since 2008 but this time they have listed under section 3.2.25 that feedlines will vary from but not limited to 1-1/4", EW63, EW52, EW99, 5/8", & 1/2". There's no mention of 1-5/8" heliac but it says "not limited to". All previous designs used 1-5/8" for carriers, 7/8" for UHF/VHF, and EW63 for dishes. So I'm going to stick with that unless you have any objection?

A5.) No objection

Q6.) All previous designs only stacked the feedlines 2-deep even though there is no mention of stacking limits in the specs and I seem to remember checking on this in the past. We might want to clarify that they still only want to stack 2-deep and that 3-deep is not allowed.

A6.) deep is acceptable

Q7.) Section 3.1 states that all towers 140' and above will have dishes. There's no listing for any dish requirements for the 100' & 120' towers but we have designed them for dishes in the past. Is there a separate section for dish requirements for the 100' & 120' towers?

A7.) No, assume past design

Q8.) Can you identify what items (i.e. accessories, mounts, lighting) are to be included in the "tower package" price that we input into the pricing sheet?

A8.) Lights, Vertical have guides, safety climb, lightning rod, sector boom

Q9.) Is tower lighting to be included in the tower package price for towers of appropriate heights that require such lighting?

A9.) Yes

Q10.) Is tower freight to be included in the tower package price for all towers? If so, how or where should we assume destination is for our pricing?

A10.) Assume Poca Warehouse - 160 Jacobson Drive, Poca, WV 26159

Q11.) Are any mounts to be included in the "tower package" price that we input into the pricing sheet?

**A11.) 2 - 6-foot Side arms, straight
2 - 6-foot Tapered Side Arms
Safety Climb
Lightning rod
3 - 12-foot sector booms for top of tower**

Q12.) Are Foundation Designs required to be submitted for all towers with this bid? Or is that something that will not be needed since site-specific geotechnical investigations are usually completed and provided to develop foundation designs?

A12.) Foundation design will not be needed for bid.

Q13.) Item 3.1.31 on Exhibit A Pricing Sheet is for Safety Climb Device (Acceptable Increments of 100 foot). For this item, is the unit price to be for (1) 100' safety climb?

A13.) Yes

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HSE2200000004

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 type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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.

Company

Authorized Signature

Date

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



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 911063			Reason for Modification: Addendum No. 1 - to move the bid opening to 09/01/2021.
Doc Description: Self-Supporting and Guyed Communication Towers & Accessories			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-17	2021-09-01 13:30	CRFQ 0606 HSE2200000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1 - to move the bid opening from 08/17/2021 to 09/01/2021. The bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO:**SHIP TO**

DIVISION OF EMERGENCY
MANAGEMENT
BLDG 1 RM EB80
1900 KANAWHA BLVD E
CHARLESTON WV
US

DIVISION OF EMERGENCY
MANAGEMENT
2403 FAIRLAWN AVENUE
DUNBAR WV
US

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

Comm Code	Manufacturer	Specification	Model #
43190000			

Extended Description:

Vendor must complete the Pricing Pages by filling out the Unit Price and Extended Price for each item and provide "Grand Total" in the space provided if submitting manual/paper bid see section 5.3 below for further instructions. If submitting the bid electronically through wvOasis input the Grand Total on the commodity line of the wvOasis' portal online bid. Vendor must complete pricing page named Exhibit "A" by providing the "Unit Price", the Extended Price and Grand total will self-populate. Pricing is to include freight costs. This page must be attached to your electronic bid, see section 5.2.1. Vendor will pre-pay freight costs for delivery to all sites in West Virginia and other SORN sites in surrounding states as specifically required. The vendor will then be paid the actual freight costs upon submission of the original freight invoice to WV EMD. Vendor must complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. See specifications for complete instructions.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory pre-bid meeting at 10:00 am	2021-08-06
2	Technical questions due by 10:00 am	2021-08-11

SOLICITATION NUMBER: CRFQ HSE2200000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ HSE2200000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] 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

Additional Documentation:

1. To extend the bid opening from 08/17/2021 to 09/01/2021. The bid opening remains at 1:30 pm.

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.: CRFO HSE2200000004

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:

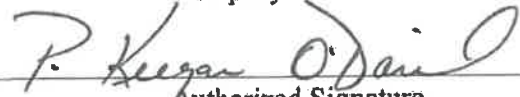
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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.

Allstate Tower, Inc.

Company



Authorized Signature

8/31/2021

Date

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

CRFQ HSE22*04 - EXHIBIT A

Pricing Page - WV EMD -

Bidder is only to input pricing on the Unit Price the spreadsheet will calculate Extended Price if submitting electronically

Contract Item #	Description	Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	100' Self Supporting Tower		65553	
3.1.2	120' Self Supporting Tower		77429	
3.1.3	140' Self Supporting Tower		101478	
3.1.4	160' Self Supporting Tower		119264	
3.1.5	180' Self Supporting Tower		132805	
3.1.6	200' Self Supporting Tower		172689	
3.1.7	220' Self Supporting Tower		209585	
3.1.8	240' Self Supporting Tower		224249	
3.1.9	260' Self Supporting Tower		253661	
3.1.10	280' Self Supporting Tower		282442	
3.1.11	300' Self Supporting Tower		306352	
3.1.12	320' Self Supporting Tower		337654	
3.1.13	340' Self Supporting Tower		370504	
3.1.14	360' Self Supporting Tower		418081	
3.1.15	380' Self Supporting Tower		457918	
3.1.16	400' Self Supporting Tower		494636	
3.1.17	100' Guyed Tower		53716	
3.1.18	120' Guyed Tower		60550	
3.1.19	140' Guyed Tower		75151	
3.1.20	160' Guyed Tower		80682	
3.1.21	200' Guyed Tower		114037	
3.1.22	240' Guyed Towers		135578	
3.1.23	280' Guyed Tower		144182	
3.1.24	320' Guyed Tower		169138	
3.1.25	360' Guyed Tower		197320	
3.1.26	400' Guyed Tower		214757	
3.1.27	440' Guyed Tower		226524	
3.1.28	480' Guyed Tower		243576	
3.1.29	Six (6) foot standard arms		1070	
3.1.30	Six (6) foot tapered side arms		1220	
3.1.31	Safety climb device (acceptable increments of 100 foot)		840	
3.1.32	FAA approved white light and red LED beacon combinations		17920	
3.1.33	Red side lights, shall be LED fixtures		1400	
3.1.34	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight sections of tapered section		1050	
3.1.35	Ice shields for six (6) foot dishes		1660	
3.1.36	Ice shields for eight (8) foot dishes		1970	
3.1.37	Twenty (20) foot vertical waveguide ladder (minimum width of 24 inches)		232	
3.1.38	Ten (10) foot horizontal waveguide bridge (minimum width of 24 inches)		1590	
3.1.39	Three (3) foot standard side arms		1030	
3.1.40	Three (3) foot tapered side arms		1180	
3.1.41	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector. Assume one (1) foot solid panel that is six (6) feet in length and six (6) inches thick.		10590	
3.1.42	Tower light controller kit for tower lights. Tower lights must be capable of providing telemetry.		2605	
GRAND TOTAL				

CRFQ HSE22*04 - EXHIBIT A

Pricing Page - WV EMD -

Bidder is only to input pricing on the Unit Price the spreadsheet will calculate Extended Price if submitting electronically

Estimated Annual Quantities are for bid evaluation purposes only. Actual quantities ordered may be more or less.

Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.

VENDOR SECTION:

Vendor Name:	Allstate Tower, Inc.
Physical Address:	232 Heilman Ave, Henderson, Ky 42420
Remit to Address:	PO Box 25 Henderson, KY 42419
Telephone:	270-830-8512
Fax:	270-830-8475
Email:	mbarnhill@pttg.com
Vendor Representative (print name):	Matt Barnhill
Signature:	