



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

Request for Quotation

RFQ NUMBER
BPH10075

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR



Valmont Towers
 1545 Pidco Drive
 PO Box 25
 Plymouth, IN 46563-0128

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - TRAUMA & EMERGENCY CARE
 SYSTEM
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2010				

BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-46		
OPEN-END BLANKET CONTRACT ***** MANDATORY PRE-BID MEETING ON 3/29/2010 AT 1:30 PM AT WV DHR MEDICAL COMMAND CENTER (MCC) 89 RICHARD D. MINNICH DRIVE, SUITE 301 SUTTON, WV 26601 *****						
OPEN END CONTRACT TO PROVIDE INSTALLATION AND OPEN END CONTRACT TO ESTABLISH AN OPEN END CONTRACT FOR THE PURCHASE OF VARIOUS COMMUNICATION TOWERS (SELF SUPPORT AND GUYED COMMUNICATION TOWERS) FOR THE STATEWIDE MEDICAL COM- MAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM AS WELL AS ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS AND MUNICIPALITIES PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY						

RECEIVED
 010 APR 15 A 7:04
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6).



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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES BPH - TRAUMA & EMERGENCY CARE SYSTEM
	VARIOUS LOCALES AS INDICATED ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2010				

BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

INQUIRIES:
 WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/30/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STREET, EAST

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PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - TRAUMA & EMERGENCY CARE
 SYSTEM
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 3/29/2010 AT 1:30 PM IN MEDICAL COMMAND CENTER IN SUTTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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5

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<p>LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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PAGE
 6

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VENDOR

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03/12/2010				

BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----BPH10075-----						
BID OPENING DATE:---4/15/2010-----						
BID OPENING TIME:---1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					574 936 6796	
CONTACT PERSON (PLEASE PRINT CLEARLY):					HILARY ASHER	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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State of West Virginia
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RFO NUMBER
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PAGE
 7

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 304-558-0067

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HEALTH AND HUMAN RESOURCES
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***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL: _____						
SEE ATTACHED VALMONT QUOTATION(S) 201004009 FOR QUOTATION VALIDITY. SEE PRICE MATRIX						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Henry M. Asher* TELEPHONE 574 936 4221 x5245 DATE 4/14/2010
 TITLE SALES MGR FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0067

VENDOR

Valmont Structure
 Marcello Posada
 1545 Pidco Drive
 Plymouth, IN 46563

SHIP TO

HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2010				

BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: BPH10075						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1	..	<i>Hma</i>	..			
NO. 2	..	<i>Hma</i>	..			
NO. 3	..	<i>Hma</i>	..			
NO. 4			
NO. 5			

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PROPERTY	RFQ COPY
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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE VALMONT STRUCTURES COMPANY 4/14/2010 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 3</p>						

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***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						

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STRUCTURES

Quotation

1545 Pidco Drive
Post Office Box 128
Plymouth, IN 46563-0128

Telephone: 574.936.4221 FAX: 574.936.6796

Date: April 14, 2010
Quotation: 201004009 Rev0
Client Code:
Dft#: N/A
Page 1 of 4

Submitted To: Roberta Wagner
State of West Virginia
Dept. of Admin Purchasing Div.
2019 Washington Street East
Charleston, WV 25305-130

Site Location: State of WV Sites

Reference #:
Customer Specifications: None

Item	Description	Price
Tower Models	U- Series Self Supporting Towers constructed of solid steel truss leg members with bolt on angle diagonals Section lengths are 20'	
	<ul style="list-style-type: none"> Engineering drawings to be sealed by registered West Virginia professional engineer Custom foundation design unit base or drilled caisson if soil report is supplied Hot dipped galvanized sections and components Solid rod construction of tower sections Tower assembly hardware Horizontal members for climbing Anchor steel with full-sized template to simultaneously position anchor bolts for all legs (1) Waveguide Ladder to the top - (12) line capacity Angular support bracing FAA Code E-1 Dual Strobe Medium Intensity Light Kit with Xenon White Strobe, LED Red Strobe, and LED Side Marker Lights, ice shields, interior mounted controller, alarms, photo cell, SO cord wiring, and all necessary mounting hardware. TWR For towers from 200' to 349' FAA Code E-2/3 Dual Strobe Medium Intensity Light Kit with Xenon White Strobes, LED Red Strobes, and LED Side Marker Lights, ice shields, interior mounted controller, alarms, photo cell, SO cord wiring, and all necessary mounting hardware TWR For towers from 350' to 480' Standard EIA grounding 	<p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>Included</p>
	TOTAL:	See Price Matrix
Freight	Estimated cost, with unloading of truck by Others to nearest access point to the site, via flat bed tractor trailer. Any special handling by others. If anchor steel is shipped prior to tower, additional freight charges will be invoiced. All material prices are FOB Point of Manufacture	See Price Matrix
Provided by Others	<ul style="list-style-type: none"> Foundation and tower erection by others All antenna mounts by others unless purchased as options Any grounding other than the basic TIA required grounding materials 	
Wind and Ice Load	Tower conforms to the TIA/EIA-222-F for 90 MPH fastest mile basic wind speed concurrent with 1/2" radial ice, Exposure C, and Importance Factor 1.0.	
Antenna Load	Antenna loading per specification requirement	



STRUCTURES

Quotation

1545 Pidco Drive
Post Office Box 128
Plymouth, IN 46563-0128

Telephone: 574.936 4221 FAX: 574.936 6796

Date: April 14, 2010
Quotation: 201004009 Rev0
Client Code:
Dft#: N/A
Page 2 of 4

Delivery Estimated lead time **5-7 weeks**; however it is the customer's responsibility to provide a firm ship date to Valmont at least **3 weeks** prior to shipment to reserve manufacturing time. A completed soil report and plot plan (for guyed towers) must be received by Valmont prior to manufacturing

Anchor Steel Delivery: Advance notice is required: 10 business days for standard bolts and 21 business days for guyed tower and non-standard bolts.

Terms Net 30 days

Price Firm Until Pricing validity to July 15, 2010.

For tower deliveries after July 10, 2010, Valmont proposes a Price Escalation based on the Producer Price Index (PPI). Example as follows:

PPI Commodity Code	Description	Index as of November 2008	Index as of June 2009	Percent Change
10-17	Steel Mill Products	217.1	151.2	-30%
10-7	Fabricated Structural Steel	215.2	199.5	-7.3%
10-4	Hardware	195.8	192.2	-2%
	TOTALS			-13.1%

The price would have gone down 13.1% from November 2008 to June 2009.

Base Line index month will be November, 2009 PPI index can be found at www.bls.gov/ppi/home.htm Scroll down to "Economic News Releases" where you can find current indices as well as archived indices for the older reports

Notes The freight rates are estimated. A fuel surcharge may be applied to the quoted freight rate on all shipments based on the cost of diesel at the time of shipment. Please contact your Valmont salesman for further details.

Valmont reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures kept in our yard beginning 60 days after original ship date

Due to material price fluctuations Valmont reserves the right to review all material pricing prior to accepting any orders



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Page 3 of 4

Valmont may be required by state law to collect Sales/Use Tax at the time of shipment. If required, this tax will appear as a separate item on the invoice. If you have a tax exempt certificate, submit it at the time of order.

Valmont reserves the right to adjust the price if product is not shipped within 2 months of Purchase Order receipt.

Hilary M. Asher
Mgr Major Accounts, ext 5245

Acceptance:
Please enter our order for the selected items in accordance with this quotation

Accepted _____
Title _____ Date _____
PO Number _____



STRUCTURES

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1545 Pidco Drive
 Post Office Box 128
 Plymouth, IN 46563-0128

Telephone: 574.936.4221 FAX: 574.936.6796

Date: April 14, 2010
 Quotation: 201004009 Rev1
 Client Code:
 Dft#: N/A
 Page 1 of 4

Submitted To: Roberta Wagner
 State of West Virginia
 Dept. of Admin Purchasing Div
 2019 Washington Street East
 Charleston, WV 25305-130

Site Location: State of WV Sites

Reference #:
 Customer Specifications: None

Item	Description	Price
Tower Models	Guyed Tower constructed of solid steel members with solid diagonal braces, girts, and climbing face, all welded into 20' one piece sections Leg connection is (3) bolt foot pad for the 48" towers, and (4) bolt foot pad for the 60" towers	
	<ul style="list-style-type: none"> Engineering drawings to be sealed by registered West Virginia professional engineer Custom foundation design unit base or drilled caisson if soil report is supplied Hot dipped galvanized sections and components Solid rod construction of tower sections Tower assembly hardware Horizontal members for climbing Anchor Steel Pivot Base Section Guy assembly hardware, Turnbuckles, Preformed guy grips Class "A" EHS guy cable per ASTM-A475 Welded on line bracket for (18) lines FAA Code E-1 Dual Strobe Medium Intensity Light Kit with Xenon White Strobe, LED Red Strobe, and LED Side Marker Lights, ice shields, interior mounted controller, alarms, photo cell, SO cord wiring, and all necessary mounting hardware. TWR. For towers from 200' to 349' FAA Code E-2/3 Dual Strobe Medium Intensity Light Kit with Xenon White Strobes, LED Red Strobes, and LED Side Marker Lights, ice shields, interior mounted controller, alarms, photo cell, SO cord wiring, and all necessary mounting hardware. TWR. For towers from 350' to 480' Standard EIA grounding 	<p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>included</p> <p>Included</p>
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Page 2 of 4

Antenna Load Antenna loading per specification requirement

Guy Anchor Radius Anchor Radius 70% of tower height with standard three-way (120 degree) guying considered
Anchor points have been dropped vertically 50' from the base of the tower per specification.

Delivery Estimated lead time **5-7 weeks**; however it is the customer's responsibility to provide a firm ship date to Valmont at least **3 weeks** prior to shipment to reserve manufacturing time A completed soil report and plot plan (for guyed towers) must be received by Valmont prior to manufacturing

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Price Firm Until Pricing validity to July 15, 2010.

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Valmont reserves the right to adjust the price if product is not shipped within 2 months of Purchase Order receipt.

Acceptance:

Please enter our order for the selected items in accordance with this quotation

Accepted _____
Title _____ Date _____
PO Number _____

Hilary M. Asher
Mgr Major Accounts, ext. 5245

Terms and Conditions of Sale

1 General - In the accordance with the usage of trade Valmont Structures (Seller) conclusively presumes by the absence of any written objection and by the acceptance of part or all the material ordered

All proposals, negotiations, and representations regarding a transaction that are made prior to the date of this document if any, are hereby merged into this document

All prices are FOB factory, unless otherwise specified Minimum order of \$50.00 The agreement and language herein shall be construed and enforced under the Uniform Commercial Code in effect in the States of Oregon and Indiana as of the date of this document

A finance charge, at the monthly rate of 2% will be assessed on past due invoices where allowed by applicable law

The Seller reserves the right to enforce the collection of funds that are beyond the due date The Buyer shall be liable for the Seller's costs for collection of past due amounts, including, without limitation, reasonable attorney's fees

2. Delay - The Seller shall be excused for any delay in performance caused by acts of God war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials or any other circumstances or causes beyond the control of the Seller's reasonable conduct of business.

3 Title and Risk of Loss - Full risk of loss, including transportation delays and losses, shall pass to the Buyer upon delivery of products to the FOB point However the Seller retains the title, for security purposes only, if all products are not paid in full in cash In the event that the Buyer defaults in payments hereunder, the Seller, at its option, may repossess all unpaid products and charge the Buyer with any deficiency

4. Terms - Terms are Net 30 Days on approved credit

5 Credit Approval - Shipment, deliveries, and performance of work shall at all times be at the approval of the Buyer's credit The Seller may at any time decline to make any shipment or delivery, or to perform any work, except on receipt of payment or security, or upon terms and conditions satisfactory to the Seller

6. Taxes - When the Seller is required to collect or pay taxes under any existing or future law, the taxes shall be for the account of the Buyer, who upon demand shall make prompt payment of the amount thereof to the Seller. Applicable taxes may be in regard to the sale, purchase, delivery, storage, processing, use or consumption of any products covered herein, including taxes based on receipts from the sales thereof Taxes are not included in any published or quoted price shown, unless specifically identified as such

7. Compliance with Laws - The Seller intends to comply with all laws applicable to the fulfillment of the Buyer's order. However, due to the complexity of OSHA's Tower Climbing Devices Specifications, the Buyer will be responsible for specifying the exact tower climbing product requirements if this is not done the Seller will provide the standard production climbing devices, and representation is not made by the Seller that the products will be in compliance with every interpretation of OSHA's specifications

8. Warranty - All products are warranted to be free of defects in material and workmanship The warranty is effective for two years, commencing on the date of shipment

9 Buyer's Remedies - If the material furnished to the Buyer should fail whether due to the Seller's negligent acts or omissions, to nonconformity, or otherwise, with these terms and conditions, or to any expressed or implied warranty, the Seller will replace such failed products at the original point of delivery. Instructions will be furnished to the Buyer for the disposition of the failed products, and any transportation charges involved in the disposition shall be to the Seller's account

THE BUYER'S EXCLUSIVE AND SOLE REMEDY IN REGARD TO HAVING RECEIVED FAILED PRODUCTS, WHETHER DUE TO SELLER'S NEGLIGENT ACTS OR OMISSIONS, TO NONCONFORMITY, OR OTHERWISE, WITH THESE TERMS AND CONDITIONS OR TO ANY EXPRESSED OR IMPLIED WARRANTY SHALL BE TO OBTAIN REPLACEMENT AS SPECIFIED ABOVE THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED IN ANY SUCH PRODUCTS, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO THE PRODUCT'S NONCONFORMITY WITH THESE TERMS AND CONDITIONS OR TO ANY EXPRESSED OR IMPLIED WARRANTY.

10. Cancellation - Orders accepted by the Seller are non-cancellable by Buyer unless agreed to in writing by Seller. If Buyer provides a written request to cancel an entire order, or any portion thereof, and Seller agrees in writing to such a request, Buyer shall then be responsible for a reasonable fee reflecting the non-recoverable time and material cost, with reasonable profit, expended by the Seller prior to cancellation. In no event shall this fee be less than 25% of the price of the materials or services cancelled

11 Non-Waiver by Seller - A waiver by the Seller of a Buyer's breach of any of these terms and conditions shall not be construed as a waiver of any other breach

12. Shipping Interval -

A Component Products: The standard shipping interval is 14 calendar days following receipt of an order, subject to stock on hand. Most products are stocked and may be shipped within a few days

B 700-Series Tower Products: The standard shipping interval is 21 calendar days following receipt of an order, subject to stock on hand

C Other Products: The shipping interval for other products, that do not have published prices, will be furnished with a price quote

13 Packaging for Shipment - The pricing for the Seller's products includes packing for standard ground domestic shipments, such as motor freight or package carriers. When special packaging is required for other means of shipment, such as for air shipment, ocean freight, etc., additional charges will apply and will be added to the order. Pricing for such special packaging will be furnished to the Buyer upon request

14 Freight - Freight prices, if shown, are estimated for the stated mode of transportation and are based on tariffs and rates in effect at the time of the quotation. Freight charges are to the account of the Buyer. Point of delivery of all products is defined as the nearest dock or terminal used or arranged for by the appointed carrier, and that which is nearest to the construction site(s). Handling and further transportation from the defined point of delivery, will be the responsibility of the Buyer, unless specifically included in a quotation

15 Customer Specified Shipping Instructions and Freight Terms - Seller will comply with the customer specified shipping instructions and freight terms, provided they are stated in the written purchase order. On verbal purchase orders, Seller will comply with the customer specified shipping instructions and freight terms. However, in the event a confirming purchase order, with different shipping instructions or freight terms, is received after the order has shipped, the instructions and terms in the verbal purchase order will control

Written and verbal purchase orders that specify the destination, without specifying routing instructions and/or freight terms, will be shipped by a carrier and with freight terms (prepaid, collect, COD, etc.) of Seller's choice

Under no circumstances will Seller be responsible or back-charged for the loss of customer freight advantages due to routing instructions and/or freight terms

16. Return of Material -

- Advance authorization must be obtained and the returned products accompanied with a Return Materials Authorization (RMA) number

- A RMA request must be submitted and authorized within 90 days of shipment and products must be received within 30 days of the RMA date. Products are to be returned with the freight charges prepaid

- Customer must provide the original invoice or sales order number to receive the minimum 40% restock fee from invoice price. Materials returned without the original invoice or sales order number shall be subject to a minimum 60% restock fee off catalog list price

- Credits are not issued for returns of BOLTS, GUY CABLE, ASSEMBLY HARDWARE, OR CUSTOM MATERIALS

- Credits are not issued for returns of PREVIOUSLY INSTALLED MATERIAL regardless of condition

- Upon inspection, the customer's account will be credited for the invoice price of accepted materials, less restocking charges

17. Shortage and Damage Claims -

- All claims of shortages and damages must be filed within 7 days of receipt of materials and should be noted on the Bill of Lading at time of delivery.

3.0 Bid Schedule Chart 1

Item Number	*Estimated Annual Order	Description	Unit Cost	Total Cost	Estimated Freight Per Item
1.	15	Six (6) foot standard side arms	290 ⁰⁰	4,350 ⁰⁰	175 ⁰⁰
2.	15	Six (6) foot tapered side arms	290 ⁰⁰	4,350 ⁰⁰	175 ⁰⁰
3.	5	Safety climb device 400'	840 ⁰⁰	4,200 ⁰⁰	50 ⁰⁰
4.	10	300 mm medium white light and red LED beacon combination	\$ 3,800	38,000 ⁰⁰	250 ⁰⁰
5.	10	Red side lights shall be LED fixtures	160 ⁰⁰	1,160 ⁰⁰	200 ⁰⁰
6.	60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.	300 ⁰⁰	18,000 ⁰⁰	175 ⁰⁰
7.	16	Ice shields for six (6) foot dishes	865 ⁰⁰	13,840 ⁰⁰	200 ⁰⁰
8.	16	Ice shields for eight (8) foot dishes	975 ⁰⁰	15,600 ⁰⁰	200 ⁰⁰
9.	100	Twenty (20) foot vertical waveguide ladder	165 ⁰⁰	16,500 ⁰⁰	200 ⁰⁰
10.	12	Ten (10) foot horizontal waveguide bridge	535 ⁰⁰	6,420 ⁰⁰	200 ⁰⁰
11.	24	Three (3) foot standard side arms	260 ⁰⁰	6,240 ⁰⁰	175 ⁰⁰
12.	24	Three (3) foot tapered side arms	260 ⁰⁰	6,240 ⁰⁰	175 ⁰⁰
13.	6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector	2240 ⁰⁰	13,440 ⁰⁰	300 ⁰⁰
14.	3	Tower light controller kit for tower lights E-1	3,500 ⁰⁰	10,500 ⁰⁰	250 ⁰⁰
GRAND TOTAL				158,840 ⁰⁰	

*Above numbers are sample estimates only. The actual number ordered may be more or less.

VALMONT STRUCTURES

[Handwritten Signature]

Bid Schedule -- Chart 2

Item Number	*Estimated Annual Order	Self Supporting Towers	Unit Cost	Total Cost	Estimated Freight Per Tower
A.	1	100' self supporting	19,950 ⁰⁰	19,950 ⁰⁰	1,100 ⁰⁰
B.	1	120' self supporting	24,080 ⁰⁰	24,080 ⁰⁰	1,100 ⁰⁰
C.	1	140' self supporting	24,557 ⁰⁰	24,557 ⁰⁰	1,100 ⁰⁰
D.	1	160' self supporting	34,920 ⁰⁰	34,920 ⁰⁰	1,100 ⁰⁰
E.	2	180' self supporting	42,230 ⁰⁰	84,460 ⁰⁰	2,200 ⁰⁰
F.	1	200' self supporting	56,300 ⁰⁰	56,300 ⁰⁰	2,200 ⁰⁰
G.	1	220' self supporting	59,700 ⁰⁰	59,700 ⁰⁰	2,200 ⁰⁰
H.	2	240' self supporting	67,350 ⁰⁰	134,700 ⁰⁰	2,200 ⁰⁰
I.	1	260' self supporting	75,880 ⁰⁰	75,880 ⁰⁰	2,200 ⁰⁰
J.	1	280' self supporting	93,410 ⁰⁰	93,410 ⁰⁰	3,300 ⁰⁰
K.	2	300' self supporting	106,480 ⁰⁰	212,960 ⁰⁰	3,300 ⁰⁰
L.	2	320' self supporting	128,230 ⁰⁰	256,460 ⁰⁰	3,300 ⁰⁰
M.	2	340' self supporting	152,970 ⁰⁰	305,940 ⁰⁰	4,400 ⁰⁰
N.	2	360' self supporting	181,200 ⁰⁰	362,400 ⁰⁰	4,400 ⁰⁰
O.	2	380' self supporting	221,730 ⁰⁰	443,460 ⁰⁰	4,400 ⁰⁰
P.	1	400' self supporting	264,790 ⁰⁰	264,790 ⁰⁰	5,500 ⁰⁰
		Guyed Towers			
Q.	1	100' guyed	23,980 ⁰⁰	23,980 ⁰⁰	1,100 ⁰⁰
R.	1	120' guyed	21,360 ⁰⁰	21,360 ⁰⁰	1,100 ⁰⁰
S.	1	140' guyed	29,950 ⁰⁰	29,950 ⁰⁰	1,100 ⁰⁰
T.	1	160' guyed	26,780 ⁰⁰	26,780 ⁰⁰	1,100 ⁰⁰
U.	1	200' guyed	40,270 ⁰⁰	40,270 ⁰⁰	2,200 ⁰⁰
V.	1	240' guyed	45,150 ⁰⁰	45,150 ⁰⁰	2,200 ⁰⁰
W.	1	280' guyed	51,570 ⁰⁰	51,570 ⁰⁰	2,200 ⁰⁰
X.	1	320' guyed	61,100 ⁰⁰	61,100 ⁰⁰	2,200 ⁰⁰
Y.	1	360' guyed	97,400 ⁰⁰	97,400 ⁰⁰	3,300 ⁰⁰
Z.	1	400' guyed	133,500 ⁰⁰	133,500 ⁰⁰	4,400 ⁰⁰
AA.	1	440' guyed	147,500 ⁰⁰	147,500 ⁰⁰	4,400 ⁰⁰
BB.	4	480' guyed	162,570 ⁰⁰	650,280 ⁰⁰	4,400 ⁰⁰
		Grand Total		3,782,807⁰⁰	

*Above numbers are sample estimates only. The actual number ordered may be more or less.

Chart 1 -- Grand Total: \$ 158,840⁰⁰
 Chart 2 -- Grand Total: \$ 3,782,807⁰⁰
 GRAND TOTAL AMOUNT: \$ 3,941,647⁰⁰

NOTE: Award of this contract will go to a single vendor who meets all of the specifications as outlined in this RFQ at the lowest price. This is an open end contract. Quantities listed are estimates only to be used for evaluation purposes. Actual needs of the program will be provided whether greater than or less than the estimated quantities. This contract may be used by other states agencies and/or political subdivisions.

VALMONT STRUCTURES
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