



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

Allstate Tower Co., Inc.
Samuel L. Dorris
PO Box 25
Henderson, KY 42419

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
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	✓	3/23/2010				
NO. 2	✓	3/25/2010				
NO. 3	✓	4/02/2010				
NO. 4						
NO. 5						

RECEIVED

2010 APR 15 AM 10:14

WAGNER
L. S.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>Samuel L. Dorris</i>	G.M.	52-2407442	270-830-8512	4/14/2010

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).



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
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

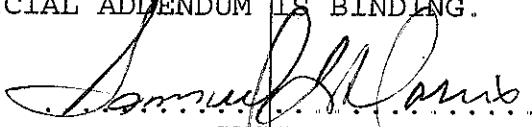
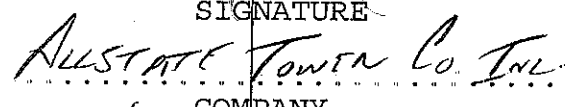
Allstate Tower Co., Inc.
Samuel L. Dorris
PO Box 25
Henderson, KY 42419

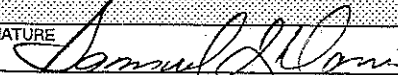
SHIP TO

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
04/02/2010				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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  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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 270-830-8512 x302	DATE 4/14/2010
TITLE G.M.	FEIN 52-2407440	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
Allstate Tower Co., Inc.
Samuel L. Dorris
PO Box 25
Henderson, KY 42419

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
04/02/2010				

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 CONTRACT TO PROVIDE INSTALLATION AND						
***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Samuel L. Dorris* TELEPHONE 270-230-8512 DATE 4/14/2010
 TITLE G.M. FEIN 52-2407442 ADDRESS CHANGES TO BE NOTED ABOVE

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

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	250	3750	50
2.	15	Six (6) foot tapered side arms	250	3750	50
3.	5	Safety climb device	480	2400	120
4.	10	300 mm medium white light and red LED beacon combination	2600	26000	250
5.	10	Red side lights shall be LED fixtures	300	3000	50
6.	60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.	250	15000	120
7.	16	Ice shields for six (6) foot dishes	1250	20000	250
8.	16	Ice shields for eight (8) foot dishes	1250	20000	250
9.	100	Twenty (20) foot vertical waveguide ladder	150	15000	120
10.	12	Ten (10) foot horizontal waveguide bridge	600	7200	120
11.	24	Three (3) foot standard side arms	225	5400	50
12.	24	Three (3) foot tapered side arms	225	5400	50
13.	6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector	1250	7500	250
14.	3	Tower light controller kit for tower lights	2800	8400	120
GRAND TOTAL				142800	1850

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

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.	16,000	16,000	750
B.	1	120' self supporting	18,500	18,500	750
C.	1	140' self supporting	21,500	21,500	750
D.	1	160' self supporting.	25,500	25,500	750
E.	2	180' self supporting	30,500	61,000	750
F.	1	200' self supporting	36,500	36,500	750
G.	1	220' self supporting.	43,500	43,500	750
H.	2	240' self supporting	51,500	103,000	750
I.	1	260' self supporting	60,500	60,500	1,500
J.	1	280' self supporting.	70,500	70,500	1,500
K.	2	300' self supporting	81,500	163,000	1,500
L.	2	320' self supporting	93,500	187,000	2,250
M.	2	340' self supporting.	106,500	212,000	2,250
N.	2	360' self supporting	120,500	241,000	2,250
O.	2	380' self supporting	137,000	274,000	3,000
P.	1	400' self supporting.	153,500	153,500	3,000
		Guyed Towers			
Q.	1	100' guyed	18,000	18,000	750
R.	1	120' guyed	28,000	28,000	750
S.	1	140' guyed	32,000	32,000	750
T.	1	160' guyed	36,000	36,000	750
U.	1	200' guyed	46,000	46,000	750
V.	1	240' guyed	52,500	52,500	750
W.	1	280' guyed	68,500	68,500	750
X.	1	320' guyed.	82,000	82,000	1,500
Y.	1	360' guyed	93,000	93,000	1,500
Z.	1	400' guyed	112,000	112,000	1,500
AA.	1	440' guyed.	128,000	128,000	2,250
BB.	4	480' guyed	132,000	528,000	2,250
		Grand Total		2,911,000.	37,500

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

Chart 1 - Grand Total: \$ 144,650.00
 Chart 2 - Grand Total: \$ 2,948,500.00
 GRAND TOTAL AMOUNT: \$ 3,093,150.00

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