



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
EBA228

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 United States Tower Services, Ltd
 5263 Agro Drive
 Frederick, MD 21703

SHIP TO

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED 06/24/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATIONS.					
	ADDENDUM NOS.:					
	NO. 1	07/08/09				
	NO. 2	07/23/09				
	NO. 3					
	NO. 4					
	NO. 5					
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE FOLLOWING ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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.					
						SIGNATURE

RECEIVED
 2009 JUL 30 A 7:57
 PURCHASE DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 301-874-5885	DATE 07/29/09	
TITLE General Manager	FEIN 52-1167918	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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
EBA228

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

United States Tower Services, Ltd
 5263 Agro Drive
 Frederick, MD 21703

SHIP TO

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED 06/24/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **07/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT	
				United States Tower Services, LtdCOMPANY 07/29/2009DATE REV. 11/96 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: United States Tower Services, Ltd CONTRACTORS LICENSE NO.: WV 041525 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN			

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-874-5885	DATE 07/29/09
TITLE General Manager	FEIN 52-1167918	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
EBA228

PAGE
9

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 United States Tower Services, Ltd
 5263 Agro Drive
 Frederick, MD 21703

SHIP TO

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/24/2009				

BID OPENING DATE: 07/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQ. NO.: EBA228		
				BID OPENING DATE: 07/30/2009		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	301-874-5887	
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:	Quentin Ellis (301)874-5885 E-Mail: Quentin.Ellis@ustowerservices.com	
				***** THIS IS THE END OF RFQ	EBA228 ***** TOTAL:	\$78,023.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 301-874-5885	DATE 07/29/09
TITLE General Manager	FEIN 52-1167918	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request For Quotation EBA228**9 Pricing Page**

Base Price \$ 78,023.00

Add Alternate
Temporary Measures \$ 4,460.00/Crew Day
Due to Delays
Per 4 Scheduling

The award will be made based upon the Base Price.

Vendor: United States Tower Services, Ltd

Signature: 

Date: 07/29/2009



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Preston, TO-WIT:

I, Scott Galbraith, after being first duly sworn, depose and state as follows:

- 1. I am an employee of United States Tower Services, Ltd; and,
2. I do hereby attest that United States Tower Services, Ltd

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

United States Tower Services, Ltd
(Company Name)

By: [Signature]

Title: General Manager

Date: 07/29/2009

Taken, subscribed and sworn to before me this 29th day of July '09.

By Commission expires 7/5/09

(Seal)

[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county
- 5. Given under my hand this _____ day of _____ 20 _____
- 6. Notary Seal 7 _____ (Notary Public)
- 8. My commission expires on the _____ day of _____ 20 _____

Acknowledgement by Principal if Corporation

- 9. STATE OF Maryland
- 10. County of Frederick to-wit:
- 11. I, _____, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that Joseph Bryan Burdette
- 13. who as, Vice President signed the foregoing writing for
- 14. United States Tower Services, Ltd a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
- 15. Given under my hand this 29th day of July 20 09
- 16. Notary Seal 17 Barbara J Mc Carney (Notary Public)
- 18. My commission expires on the 5th day of July 20 13

Acknowledgement by Surety

- 19. STATE OF _____
- 20. County of _____ to-wit:
- 21. I, _____, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that _____
- 23. who as, _____ signed the foregoing writing for
- 24. _____ a corporation has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
- 25. Given under my hand this _____ day of _____ 20 _____
- 26. Notary Seal 27 _____ (Notary Public)
- 28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By _____ (Assistant Attorney General)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, United States Tower Services, Ltd
of Frederick Maryland, as Principal and United States Surety Company
of Timonium Maryland, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Timonium as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of five percent of bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators executors successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for
Antenna Removal and Relocation, EBA228

NOW THEREFORE

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
30 day of July, 2009.

Principal Corporate Seal

United States Tower Services, Ltd.
(Name of Principal)

By Joseph R. ...
(Must be President or Vice President)

Vice President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

Laura Scholze
Attorney-in-Fact
Laura Scholze

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: Thomas A. Whipple, Diane S. Armstrong, Douglas J. Dixon, Laura Scholze

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals

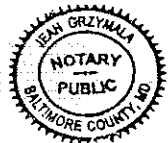


By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company, and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal



Signature [Signature] My commission expires the 15th day of December 2012

I, Carol I. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 30 day of July, 2009

[Signature] Carol I. Nevin, Assistant Secretary

Corporate Seals



RFQ No EBA228STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: United States Tower Services, LtdAuthorized Signature: Date: 07/29/2009

Purchasing Affidavit (Revised 01/01/09)