



211 W. Washington St. Suite 2000  
South Bend, IN 46601  
P. 574.288.3632  
F. 574.288.5860  
Toll Free. 800.80.NELLO

211 W. Washington St. Suite 2000  
South Bend, IN 46601

October 9, 2013

Ms. Roberta Wagner  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25311

Dear Ms. Wagner,

Included, please find (2) copies of our bid for RFQ number BPH14023. Our pricing addresses the requirements stated in both the RFQ and the questions and answers provided by the State of West Virginia to all prospective bidders.

In the RFQ, it was stated that any deviations or assumptions that were made on our part, should be clearly noted. You'll find included with this cover sheet, a list of assumptions or notes that were made to help us complete the designs and pricing. I trust that you'll find them to be within tolerance.

Please address any questions you may have to [kgoggins@nelloinc.com](mailto:kgoggins@nelloinc.com). Thanks for your time and consideration of Nello. We appreciate the opportunity to earn your business.

Best Regards,

A handwritten signature in black ink that reads 'Kevin Goggins'.

Kevin Goggins  
Sales Manager

Enclosures:

Assumptions/Notes  
Warranty  
Bid for RFQ BPH14023

10/10/13 08:18:56 AM  
West Virginia Purchasing Division



**N E L L O**  
CORPORATION

Nello Corporation  
211 W. Washington Street, Suite 2000  
South Bend, IN 46601  
Phone: (574) 288-3632  
Fax: (574) 288-5860

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#### ASSUMPTIONS / NOTES

For “estimated freight per tower”, we assumed one central drop site for estimating purposes – Charleston, WV. We realize per the RFQ that actual delivery sites will be determined at the time of order, and can be to any of several locations through the state. We also understand that we are to pre pay the freight and then be reimbursed upon submission of the freight invoice to STECS.

Towers have been designed according to ANSI/TIA-222G standards.

Quoted Light Kit Controllers are equipped with Form C Dry contacts only. Remote monitoring by others.

Towers designed with a twist and sway limit per dish information provided based on service wind.

## Terms and Conditions of Sales and Credit

1. Sales: Seller agrees to sell to Buyer such products and services as Seller may determine to sell, deal in, and provide in the ordinary course of its business subject to the terms set forth in this Agreement (hereinafter "Products"). Such sales shall be exclusively for Buyer's business use. Buyer represents and warrants that no purchase hereunder will be made for the personal, family or household use of Buyer. This Agreement is not intended to require Buyer to purchase any products or services from Seller nor is it intended to require Seller to: a. maintain or continue to maintain an inventory of any particular type of product; b. deal in or continue to deal in any particular type of product; or c. provide or continue to provide any particular type of service. Seller may refuse to sell Products to Buyer at any time without cause or prior notice.

2. Pricing: Price quotations and terms shall remain in effect for thirty (30) days from date of issuance. Seller reserves the right to change published pricing at any time.

3. Credit Limits: Credit limits shall be determined and modified at the sole discretion of the Seller. In the event that Buyer is delinquent in payment or has exceeded the credit limit established by Seller, Seller may refuse to sell Products to Buyer, suspend any shipment or delivery or refuse to manufacture any Products or provide any services until the indebtedness of Buyer to Seller has been reduced, or all past due amounts, including finance charges, have been paid in full, as Seller determines necessary.

4. Taxes: Purchaser is responsible for all sales, use and similar taxes unless Seller agrees in writing to pay the same.

5. Payment Terms: Buyer shall pay sums owed Seller within thirty (30) calendar days of the date of Seller's invoice. Buyer further agrees that the purchase price shall be increased for any purchase for which payment in full has not been timely made, such increase to be interest on the unpaid balance due of each such invoice equal to the lesser of the maximum rate of interest permitted by law or two percent (2%) per month. Buyer agrees to pay, in addition, all costs of collection, including attorney fees, court costs, and other expenses incurred by Seller to enforce the terms of the Agreement. Seller does not hereby agree to payment after the due date and may demand payment in full any time. Buyer waives all claims for relief under valuation and appraisal laws.

6. Buyer's Agents: Buyer agrees to have only individuals who are authorized agents of Buyer execute documents on Buyer's behalf for purchases or deliveries. Buyer agrees that any person in Buyer's employ may accept or acknowledge delivery of products or services to Buyer.

7. Buyer's Inspection: Buyer or its designated representative shall inspect all Products within seven (7) calendar days after delivery of Products (hereinafter "Inspection Period") and Buyer shall notify Seller of any defects, shortages, overshipments, or nonconformance in any of the Products within the Inspection Period. Any Products not rejected by Buyer within the Inspection Period shall be deemed to have been accepted by Buyer.

8. Shipping Terms: Shipping terms for shipments within the United States are F.O.B. Seller's Point of Shipment. Shipping terms for international shipments are EXW Seller's Point of Shipment (Incoterms 2000). In the event that Buyer specifies in writing the shipping carrier, type of service, and payment method (collectively hereinafter "Mode of Shipment"), freight costs shall be charged in a manner consistent with Buyer's specification. In the event that Buyer has not specified a Mode of Shipment in writing, at the sole discretion of Seller, such charges may be prepaid by Seller and added to Seller's invoice to Buyer. All claims for transportation damage shall be filed and processed by the Buyer. Buyer agrees to pay for all Products purchased without regard to whether the same are damaged during shipment.

9. Title and Risk of Loss: Title and risk of loss and damage to the Products shall pass to Buyer immediately upon delivery of the Products to a common carrier, or to an employee or other agent of Buyer, at Seller's facility.

10. Warranty: Seller warrants that the Products will conform to the description contained on the invoice therefor and (b) will be free from defects in material and workmanship, under normal use and service when correctly installed and maintained for a period of two (2) years from tender of delivery. Seller shall not be deemed or held to be obligated or accountable upon or under any warranties or guarantees expressed, or implied, statutory, by operation of law, or otherwise, in any manner or form, beyond the foregoing express warranty. Seller's liability under any warranty is limited solely to replacing, repairing or issuing credit for Products subject to warranty, as Seller shall elect. In the event any Products is determined to be defective during the warranty period, Buyer shall (i) notify Seller promptly in writing of any warranty claim, and (ii) provide Seller with an opportunity to inspect and test Products claimed to be defective. In no event shall Seller be liable for any defective products if examination discloses that the defective condition of such products was caused by the design or other criteria supplied by Buyer to Seller or was caused by misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition, storage, transportation or handling. Seller makes no other warranty either expressed or implied with respect to any Products.

11. Manufacturer's Warranties: Some of the Products are manufactured by others and warranties by some manufacturers of the Products provide remedies greater than those provided hereunder by Seller. Buyer agrees to make no claim against Seller under the manufacturer's warranty or to make any claim against Seller except under the warranties hereunder provided. Seller shall not be liable for any damages for breach of any warranty other than those damages expressly agreed to by Seller.

12. Patents and Copyrights: No representation is made that the products or their use or sale do not infringe any patents, trademarks or trade names or other rights of third parties.

13. Buyer's Indemnity: Buyer agrees to indemnify and hold Seller harmless for any claim, damage, loss or other expense paid by or claimed against Seller and all costs of defending the same (including, without limiting the generality of the foregoing, the fees of attorneys, expert witnesses and investigators and travel expenses) arising, in whole or in part, from through or in any manner related to Products manufactured by Seller at Buyer's specific request pursuant to Buyer's design or other criteria ("Custom Products"), except when such claim arises exclusively as a result of Seller's negligence or breach of Seller's warranty above set forth.

14. Cancellation: All requests for cancellation or changes to an order for Products must be submitted in writing by Buyer. In the event that Buyer cancels or changes an order for Products, Buyer agrees to pay a restocking fee of not

less than 35% for standard Products and 100% for Custom Products of the cost of the Products to which such cancellation or change is applicable.

15. No products may be returned to Seller without Seller's prior consent. All requests by Buyer for authorization to return Products must be submitted in writing to Seller utilizing Seller's Return Request Form. Seller may, at its sole discretion, issue Buyer written authorization to return Product to Seller (hereinafter "Return Authorization") for inspection and refund. All shipping costs for the return of Products are the responsibility of the Buyer. In the event that, upon inspection, Seller determines that the Products are subject to the terms of Seller's warranty Seller shall waive any restocking fees and shall issue a credit to Buyer for any shipping costs for the shipment of warranted Products back to Seller. Seller shall have no obligation to consider return requests received later than ninety (90) calendar days after shipment of Products to Buyer.

16. Seller's Inspection: Upon receipt of Products returned for warranty claims or pursuant to a Return Authorization, Seller shall inspect the Products and, at its sole discretion, accept or deny the return of such Products. In the event that Seller accepts the return of Products from Buyer pursuant to a Return Authorization, Seller shall issue a credit to Buyer in the amount of the original invoice amount for the Products less a restocking charge of not less than 35% for standard Products and 100% for Custom Products. In the event that Seller denies the return of Products from Buyer, Seller shall ship Products back to Buyer at Buyer's sole expense.

17. Force Majeure: Seller shall not be liable for failure to perform any of its obligations under this Agreement to the extent such failure is caused by fire; flood; explosion; war; riot; embargo; labor disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature beyond Seller's reasonable control. In no event shall Seller be liable to Buyer for any special, incidental or consequential damages as a result of delay in performance or failure to perform hereunder.

18. Conflict of Forms: In the event of conflict between this Agreement and the terms printed on the face or reverse side of Buyer's order form, the terms and conditions of this Agreement shall control. If this Agreement is silent as to a particular matter, the terms which appear on the reverse side of Seller's invoice shall control, and Seller's acceptance is conditional upon Buyer's assent to the terms which appear on the reverse side of Seller's invoice. This agreement may be modified by either separate written modification hereof or by the addition of terms in Seller's invoice.

19. Notices: A notice to Buyer or Seller shall be valid if it is in writing and if delivered via any method, public or private, which requires the recipient to acknowledge delivery of the same. If failure to send a notice before the end of a time period waives a right, the notice is effective when sent. All other notices are effective upon receipt unless recipient refuses delivery. If delivery is refused, the notice is effective when sent.

20. Limitations on Time and Damages: Any claim that either Seller or Buyer may have against the other shall be barred if demand therefor is not made within 180 days of the date of the occurrence of the event giving rise thereto and a demand for arbitration is not made within 180 days of the date of the aforementioned demand. Notwithstanding the foregoing, the limitation on time provided in this paragraph shall not apply to the recovery by Seller of any sum owed by Buyer to Seller. Neither party shall be liable for special, incidental, indirect or consequential damages, including, without limiting the generality of the foregoing, lost profits, whether or not caused by breach of warranty or resulting from negligence or any other cause. In the event that a defective Product causes damages or injuries to the Product, to Buyer's business, to the end-user's business, to other equipment, to a factory or place of business, or to employees or other persons, Seller's liability to Buyer shall be limited (except as provided by law) to the remedies provided above under paragraph 10 if the warranty period described in such paragraph 10 has not expired. If such warranty period has expired, Seller shall not be liable for such damages or injuries, provided, however, that if a court of competent jurisdiction shall find as a matter of law that any clause of this paragraph is unlawful, it is agreed that Seller's liability shall be limited solely to a U.S. dollar amount equal to the cost of the defective Product to Buyer. The remedies provided in this paragraph shall be exclusive and shall be Buyer's sole remedies.

21. Governing Law: This Agreement shall be construed under and in accordance with the laws of the State of Indiana except for those principals of conflicts of law which may have the effect rejecting venue as consented to hereinafter.

22. WAIVER OF JURY TRIAL: BUYER AND SELLER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY OR EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

23. CONSENT TO VENUE: ALL LITIGATION BETWEEN THE PARTIES SHALL BE COMMENCED AND MAINTAINED IN EITHER THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA OR ANY INDIANA STATE COURT SITTING IN ST. JOSEPH COUNTY, INDIANA. BUYER AND SELLER CONSENT TO VENUE IN AND THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA AND TO VENUE IN AND THE JURISDICTION OF ANY INDIANA STATE COURT SITTING IN ST. JOSEPH COUNTY, INDIANA FOR ALL LITIGATION WHICH MAY BE BROUGHT TO ENFORCE A JUDGEMENT OF THE ARBITRATION PANEL PURSUANT TO SECTION 24 OR FOR ANY OTHER PURPOSE ARISING FROM, THROUGH OR IN ANY MANNER RELATED TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLER HEREUNDER. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL HAVE THE RIGHT TO BRING AN ACTION TO ENFORCE A JUDGMENT OR THE AWARD OF ARBITRATORS IN ANY COURT HAVING JURISDICTION OVER THE PARTY OR THE PROPERTY OF THE PARTY AGAINST WHOM SUCH AWARD OR JUDGMENT WAS ENTERED. THIS PROVISION IS NOT A WAIVER OF THE REQUIREMENT OF ARBITRATION.

24. Arbitration: Any dispute between Buyer and Seller shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA"). The expedited rules of the AAA shall apply and judgment upon the decision of the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in St. Joseph County, Indiana. Any arbitration award must be accompanied by a written statement of the arbitrator giving an explanation as to the basis for the determination of the award. Each Party shall pay one-half (1/2) of the charge for the arbitrators and one-half (1/2) of any other charge imposed by AAA. Notwithstanding the foregoing, Seller may, but need not, submit to arbitration any action to collect any sum owed by Buyer to Seller. In the event Seller elects to seek a judgment against Buyer or other relief as provided herein without arbitration, Buyer agrees that any counter-claim against Seller shall be, nonetheless, submitted to arbitration.

**Seller makes no warranties, expressed or implied, except as otherwise specifically herein provided. No implied warranty of merchantability is made; and, no warranty of fitness is made. Seller shall have no obligation to Buyer for special, incidental, indirect or consequential damages of any kind, including lost profits.**





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

**Solicitation**

NUMBER
BPH14023

PAGE
1

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

VENDOR

NELLO CORPORATION  
 211 WASHINGTON ST.  
 SUITE 2000  
 SOUTH BEND, IN 46601

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - OFFICE OF EMERGENCY  
 MEDICAL SERVICES  
 190 HART FIELD ROAD  
 MORGANTOWN, WV  
 26505 304-581-2900

DATE PRINTED
09/25/2013

BID OPENING DATE: 10/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM IS ISSUED:		
				1. TO PROVIDE VENDORS A COPY OF THE MANDATORY PRE-BID SIGN-IN SHEET.		
				2. TO ADDRESS REVISIONS & TO ADD CONTRACT ITEM 3.1.43 TO THE SPECIFICATIONS.		
				3. TO PROVIDE VENDORS A REVISED COPY OF THE PRICING PAGE. PLEASE SEE ATTACHED EXHIBIT A.		
				4. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS.		
				5. TO PROVIDE THE WV REGIONAL MAP. SEE EXHIBIT B.		
				6. TO PROVIDE THE SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING. PLEASE REFER TO EXHIBIT C.		
				7. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 1 *****		

SIGNATURE <i>Kevin Egan</i>	TELEPHONE 574-288-3632	DATE 10/7/13
TITLE Sales Manager	FEIN 35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: BPH14023

Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") 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
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide Vendors a copy of the mandatory pre-bid sign-in sheet.
2. To address revisions and to add Contract Item # 3.1.43 to the specifications.
3. To provide Vendors a revised pricing page.
4. To provide responses to Vendors' questions.
5. To provide Vendors a copy of the WV Regional Map.
6. To provide Vendors a copy of the Supplemental Contract Provisions ARRA funding.
7. To provide Addendum Acknowledgement.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

# ATTACHMENT A

Request for Proposal No. BPH 14023

SIGN IN SHEET

PLEASE PRINT

Page 1 of 2

Date: 9/18/13

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Nello Corporation</u> Rep: <u>Brent Cambier</u> Email Address: <u>bcambier@nelloinc.com</u>	<u>211 W. Washington St.</u> <u>Suite 200</u> <u>South Bend, IN 46601</u>	PHONE <u>(605) 251-2220</u> TOLL FREE <u>(800) 806-3556</u> FAX <u>(574) 288-5860</u>
Company: <u>Thomas SHELBY &amp; Co. Inc.</u> Rep: <u>MIKE SHELBY</u> Email Address: <u>mskelby@Thomasshelby.com</u>	<u>309 S. Pack Tr.</u> <u>ST. MARYS, OHIO 45885-</u> <u>9664</u>	PHONE <u>419-394-3377</u> TOLL FREE FAX <u>419-394-4815</u>
Company: <u>ROHN PRODUERS, LLC</u> Rep: <u>KEN CORDREY</u> Email Address: <u>KEN.CORDREY@ROHNET.COM</u>	<u>252 MERRICK CORNER ROAD</u> <u>CHURCH HILL, MD. 21623-1362</u>	PHONE <u>410-556-6201</u> TOLL FREE FAX <u>410-556-6203</u>
Company: <u>WV Legislative Auditor</u> Rep: <u>Derek Thomas</u> Email Address: <u>thomas@wvnet.edu</u>	<u>Rm W-314</u> <u>Capitol Bldg 1</u> <u>Charleston, WV 25301</u>	PHONE <u>304-347-4890</u> TOLL FREE FAX
Company: <u>PRIMUS</u> Rep: <u>GABE DIXON</u> Email Address: <u>GABE@PRIMUSELECTRONICS.COM</u>	<u>4180 E. SAND RIDGE ROAD</u> <u>MORRIS, IL 60450</u>	PHONE <u>847 732 5825</u> TOLL FREE <u>800 435 1636</u> FAX <u>800 767 7605</u>



# SIGN IN SHEET

Request for Proposal No. BPH 14023

PLEASE PRINT

Page 2 of 2

Date: 9/18/13

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Allstate Tower INC.</u>	<u>P.O. Box 25</u>	PHONE <u>270-830-8512</u>
Rep: <u>JOE DUMAS</u>	<u>Henderson KY 42419</u>	TOLL FREE
Email Address: <u>Wjohaster@allstatetower.com</u>		FAX <u>270-830-8475</u>
Company: <u>SABRE INDUSTRIES</u>	<u>2101 MURRAY STREET</u>	PHONE <u>(712) 587-2273</u>
Rep: <u>RYAN MCBREEN</u>	<u>SIoux CITY, IA 51111</u>	TOLL FREE <u>(712) 224-1550 * GOVERNMENT BIDS</u>
Email Address: <u>RAMCBREEN@SABREINDUSTRIES.COM</u>		FAX <u>(814) 680-0940 / (712) 224-1551</u>
Company: <u>WV DHHR BPH</u>	<u>350 Capital St.</u>	PHONE <u>304 356-5060</u>
Rep: <u>BPH Purchasing</u>	<u>Room 206</u>	TOLL FREE
Email Address: <u>Wendy.L.Luther@wv.gov</u>	<u>Char. WV 25301</u>	FAX
Company: <u>WV DHHR, Bureau for Public Health</u>	<u>350 Capitol St.</u>	PHONE <u>304-356-4095</u>
Rep: <u>BPH Purchasing / Pam Coleman</u>	<u>Room 206</u>	TOLL FREE
Email Address: <u>Pam.c.Coleman@wv.gov</u>	<u>Charleston, WV 25301</u>	FAX
Company: <u>JOE M. GONZALEZ</u>	<u>190 HARTFIELD RD. (MORGANTOWN WV)</u>	PHONE <u>(304) 626-5012</u>
Rep: <u>JOE M S</u>		TOLL FREE
Email Address: <u>J.E.M. GONZALEZ@WV.GOV</u>		FAX



# THOMAS SHELBY & COMPANY, INC.

309 SOUTH PARK DRIVE  
ST. MARYS, OH 45885-9664  
TELEPHONE 419.394.3377  
FAX 419.394.4815

Michael T. Shelby, CPMR  
[mshelby@thomasshelby.com](mailto:mshelby@thomasshelby.com)



**N E L L O**  
CORPORATION

**Brent Cambier**  
East Region Sales Manager

4715 East 22nd St.  
Sioux Falls, SD 57110  
[www.nelloinc.com](http://www.nelloinc.com)

Mobile: (605) 251-2220  
Business: (800) 806-3556  
Email: [bcambier@nelloinc.com](mailto:bcambier@nelloinc.com)

**Ken Cordrey**  
North East Division Sales Manager

252 Merrick Corner Road  
Church Hill, MD 21623-1362

phone 410.556.1601  
mobile 410.708.7769  
fax 410.556.1603  
[ken.cordrey@rohnet.com](mailto:ken.cordrey@rohnet.com)

[www.rohnet.com](http://www.rohnet.com)



**Products LLC**

*The Industry Standard.*

**Sabre Industries**  
Towers and Poles

Northeast Sales Manager

Sabre Towers and Poles  
2101 Murray Street  
P.O. Box 658  
Sioux City, IA 51302-0658

**RYAN MCBREEN**

P: 712.588.SABRE  
(712.587.2273)  
C: 814.650.9950  
F: 814.680.0940  
E: [ramcbreen@sabreindustries.com](mailto:ramcbreen@sabreindustries.com)  
[www.SabreTowersandPoles.com](http://www.SabreTowersandPoles.com)



Manufacturer of Guyed & Self-Support Towers  
Complete Line of Tower Accessories  
Full Range of Maintenance & Installation Services

**Joe Dumas**

Project Manager, Inspections

Office: 270-631-1321  
Fax: 270-830-8475  
Cell: 270-454-1774

P.O. Box 25 Henderson, KY 42419  
[jdumas@allstatetower.com](mailto:jdumas@allstatetower.com)  
[www.allstatetower.com](http://www.allstatetower.com)

**PRIMUS** ELECTRONICS CORPORATION

**Gabe Dixon**  
Business Development Manager

Main Office  
National 800-435-1636  
Local 815-436-8945  
Fax 800-767-7605

[www.primuselectronics.com](http://www.primuselectronics.com)  
[gabe@primuselectronics.com](mailto:gabe@primuselectronics.com)  
Cellular 847-732-5885  
Fax 626-605-4370

"THE DIFFERENCE IN WIRELESS DISTRIBUTION"  
4100 E. Sand Ridge Road Morris, IL 60450

**ADDENDUM #1 – BPH14023**

To revise specification sections; add Contract Item 3.1.43 section to the specifications; provide revised Exhibit A - Pricing Pages; provide Exhibits B and C; provide Pre-Bid Sign In Sheet; and respond to Vendor questions.

Vendor will use revised Exhibit A - Pricing Pages provided with this Addendum for submitting bid.

**REVISIONS TO SPECIFICATION SECTIONS**

**SECTION 3.1.1 REVISION:**

**From:** 3.1.1 100 Feet Self-Supporting Tower  
 3.1.1.1 Must be 100 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.

**To:** 3.1.1 100 Feet Self-Supporting Tower  
 3.1.1.1 Must be 100 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.  
 3.1.1.2 Must be designed to meet the following tower loading requirements:  
 3.1.1.2.1 Four, 8 feet HP 6 GHZ Dishes – 20 feet to 90 feet  
 3.1.1.2.2 Four, 6 feet HP GHZ Dishes – 20 feet to 90 feet  
 3.1.1.2.3 12 feet sector boom at top

**SECTION 3.1.2 REVISION:**

**From:** 3.1.2 120 Feet Self-Supporting Tower  
 3.1.2.1 Must be 120 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.

**To:** 3.1.2 120 Feet Self-Supporting Tower  
 3.1.2.1 Must be 120 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.  
 3.1.2.2 Must be designed to meet the following tower loading requirements:  
 3.1.1.2.1 Four, 8 feet HP 6 GHZ Dishes – 80 feet to 100 feet  
 3.1.1.2.2 Four, 6 feet HP GHZ Dishes – 80 feet to 100 feet  
 3.1.1.2.3 12 feet sector boom at top

**SECTION 3.1.42 REVISION:**

**From:** 3.1.42 Tower light controller kit for tower lights. Tower lights must be capable of providing telemetry

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

**To:** 3.1.42 E1 tower light controller kit for 200 feet – 350 feet towers. Tower light must be capable of providing telemetry.

3.1.42.1 Must be compatible to self-supporting towers described in Section 3.1.6 through Section 3.1.16 and guyed towers described in Section 3.1.21 through Section 3.1.26.

**SECTION 3.2.4 REVISION:**

- From:** 3.2.4 Towers must be designed for a minimum wind load of 90 mph – three (3) second gusts, with ½" radial ice. Wind and ice must be considered on the tower, antenna, guys and all appurtenances. The manufacture must accordingly consider that the structures are for essential facilities. Importance factors must be adjusted accordingly.
- To:** 3.2.4 Towers must be designed for a minimum wind load of 90 mph – thirty (30) second gusts, with ½" radial ice. Wind and ice must be considered on the tower, antenna, guys and all appurtenances. The manufacture must accordingly consider that the structures are for essential facilities. Importance factors must be adjusted accordingly.

**SECTION 3.2.5 REVISION:**

- From:** 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.
- To:** 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 thirty-six (36) inches or greater.

**SECTION 3.2.21 REVISION:**

- From:** 3.2.21 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) feet. Antennas will be up to eighteen (18) feet in length.
- To:** 3.2.21 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 one-hundred (100) feet. Antennas will be up to eighteen (18) feet in length.

**SECTION 3.2.22 REVISION:**

- From:** 3.2.22 The tower loading requirements listed under each tower in Section 3.1.1 through Section 3.1.28 must also include ice shields over dishes. Tower must be designed for multiple cellular carriers with three, 12-foot 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 equally distributed over the entire height of the tower. Transmission lines will vary from 1 ¼ inch, EW 63, EW 52, EW99, 5/8

inch and ½ inch lines. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice, with a 90 mph, thirty second gust, or greater.

- To:** 3.2.22 The tower loading requirements listed under each tower in Section 3.1.1 through Section 3.1.28 must also include ice shields over dishes. Tower must be designed for multiple cellular carriers with three, 12-foot sector booms located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base. 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 10 UHF/VHF antennas on 3-foot sidearm equally distributed over the entire height of the tower. There will be eight (8) EW63; four (4) 1 ¼ inch; and twelve (12) 7/8 inch transmission lines. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice, with a 90 mph, thirty second gust, or greater.

**SECTION 3.2.26 REVISION:**

**From:** 3.2.26 Tower leg members must maintain an open interior diameter through the flange plate at least as large as the inside diameter of the pipe and electrically welded externally and internally.

**To:** 3.2.26 Tower leg members must be solid through to the flange plate.

**SECTION 4.2, PARAGRAPH 1 REVISION:**

**From:** 4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling out the Unit Price and Extended Price for each item, which will include freight costs. Vendor will pre-pay freight costs for delivery to various regions in West Virginia. The vendor will then be paid the actual freight costs upon submission of the original freight invoice to Agency. Vendor should complete the Pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**To:** 4.2 Pricing Pages: Vendor should complete the revised Pricing Pages provided with this Addendum by filling out the Unit Price and Extended Price for each item, which will include freight costs. Vendor will pre-pay freight costs for delivery to various destinations in West Virginia as described by Agency on release order issued against the contract. The vendor will then be paid the actual freight costs upon submission of the original freight cost receipt to Agency. Vendor should complete the Pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**SECTION 6.3 REVISION:**

**From:** 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency 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.

**To:** 6.3 Delivery Payment/Risk of Loss: Vendor shall include the cost of order delivery charges in its bid pricing. Order delivery shall be pre-paid by Vendor to West Virginia destination described by Agency on release order issued against the contract. Vendor will then be paid the actual delivery charges upon submission of the original delivery charges receipt to Agency.

### **ADDITION OF CONTRACT ITEM 3.1.43 TO SPECIFICATIONS**

Contract Item 3.1.43 is hereby added and included in the Solicitation specifications under this Addendum and reads as follows:

**Add:** 3.1.43 E2 tower light controller kit for 350 feet – 500 feet towers. Tower light must be capable of providing telemetry  
 3.1.43.1 Must be compatible to self-supporting towers described in Section 3.1.6 through Section 3.1.16 and guyed towers described in Section 3.1.21 through Section 3.1.26.

### **RESPONSE TO VENDOR QUESTIONS:**

#### **Vendor Question #1:**

Paragraph 2.4 references Exhibit B. Can Exhibit B be made available to bidders?

#### **Agency Response to Vendor Question #1:**

Yes. Exhibit B (WV Regional Map) is included with this Addendum.

#### **Vendor Question #2:**

Since individual sites are unknown at this time, are bidders to utilize the standard defaults of Exposure C and Topographic Category 1 as listed in Section 2.6.5 and 2.6.6 of the TIA-222-G standard?

#### **Agency Response to Vendor Question #2:**

Yes, bidders are to utilize the standard defaults of Exposure C (open terrain scattered with obstructions that are less than 30 feet tall) and Topographic Category 1 (terrain that presents no abrupt changes in elevation) as listed in the TIA-222-G standard.

#### **Vendor Question #3:**

Paragraph 2.5 references Exhibit C. Can Exhibit C be made available to bidders?

#### **Agency Response to Vendor Question #3:**

Yes. Exhibit C (American Recovery and Reinvestment Act of 2009 provisions) is included with this Addendum.

#### **Vendor Question #4:**

Exhibit A, Pricing Page, Item #3.1.42, Tower Light Controller Kit. Is this controller kit for E1 (200' – 350' towers) or E2 (350' – 500' towers) kits?

**Agency Response to Vendor Question #4:**

Controller kits for E1 (200' – 350' towers) and E2 (350' – 500 towers) must be bid. Contract Item 3.1.42 for E1 kit is revised as described in the "Section 3.1.42 Revision" under "Revisions to Specification Sections" above and on revised Pricing Pages included with this Addendum.

Contract Item 3.1.43 for E2 kit is added to the Solicitation as described under "Addition of Contract Item 3.1.43 to Specifications" above and on revised Pricing Pages included with this Addendum.

**Vendor Question #5:**

Paragraph 3.2.4 states "Towers must be designed for a minimum wind load of 90 mph-three second gust with ½" radial ice." The TIA-222-G standard, which has been adopted by the State of West Virginia, lists 90 mph with 0" ice but it also lists 30 and 40 mph wind speeds with ½" and ¾" ice. Are the towers to be designed for the 40 mph, ¾" ice or are the towers to be designed for the full 90 mph wind speed with ½" ice?

**Agency Response to Vendor Question #5:**

The towers will be designed for a minimum wind load of 90 mph – 30 second gusts, with ½" radial ice as described in "Section 3.2.4 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #6:**

Paragraph 3.2.10 states "All tower members must be designed to allow easy inspection of all surfaces for possible corrosion." Does this mean the use of pipe for tower legs is not acceptable?

**Agency Response to Vendor Question #6:**

Yes, the use of pipe for tower legs is not acceptable. Tower legs must be solid.

**Vendor Question #7:**

Paragraph 3.2.21 states "In addition, the tower must be designed to accommodate up to ten (10) UHF/VHF antennas on six (6) foot sidearms distributed equally over the tower height down to a height of fifty (50) feet." Paragraph 3.2.22 states "There will be 12 UHF/VHF antennas on 3 foot sidearms equally distributed over the entire height of the tower." Are both the ten (10) and twelve (12) antennas to be included in the design load? If so, what are the dimensions of the twelve (12) antennas? Also, how should bidders determine line size for each antenna when Paragraph 3.2.22 just lists various sizes?

**Agency Response to Vendor Question #7:**

Only ten (10) UHF/VHF antennas are to be included in the design load as described in "Section 3.2.21 Revision" and "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

The dimensions of the ten (10) UHF/VHF antennas will be up to eighteen (18) feet in length.

Bidders will use eight (8) EW63; four (4) 1 ¼ inch; and twelve (12) 7/8 inch transmission line sizes as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above to determine line size for each antenna.

**Vendor Question #8:**

Paragraph 3.2.22 states "Tower must be designed for multiple cellular carriers with three (3), 12 foot sector booms located at four locations starting from the top of the tower spaced every 4 feet down the tower." How many feet between sector booms should be used?

**Agency Response to Vendor Question #8:**

Sector booms will be located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #9:**

Paragraph 4.2, Pricing Pages, states "Vendor should complete the Pricing Pages by filling out the unit price and extended price for each item, which will include freight costs." To which designation(s) should bidders figure tower freight pricing?

**Agency Response to Vendor Question #9:**

Freight costs to any destination in West Virginia will be included in Vendor's unit price and extended price for each Contract Item. Vendor will pre-pay freight costs and then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #10:**

What quantities and destination(s) should bidders use for freight pricing on Contract Items #3.1.29 through 3.1.42?

**Agency Response to Vendor Question #10**

Estimated annual quantities are listed on the Pricing Pages. Freight costs to any destination in West Virginia will be included in the unit price and extended price for every Contract Item on the Pricing Pages. Vendor will pre-pay freight costs and then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #11:**

(Page 19) How can we quote FOB Destination when it is not known where each site falls with WV? It is also possible to save money by putting more than one tower on each trailer.

**Agency Response to Vendor Question #11:**

Vendor will pre-pay freight costs for delivery to various destinations in West Virginia as described by Agency on release order issued against the contract. Vendor will then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.



**Vendor Question #12:**

How long after delivery will acceptance of tower material be made?

**Agency Response to Vendor Question #12:**

Acceptance of tower material will be made upon delivery.

**Vendor Question #13:**

(Page 28, Par. 3.1.21) Can Loading information be furnished for 120 ft Self Supporting Tower?

**Agency Response to Vendor Question #13:**

Loading information for 100 feet and 120 feet self-supporting towers that was inadvertently excluded from the specifications are described in "Section 3.1.1 Revision" (100 feet tower) and Section 3.1.2 Revision" (120 feet tower) under "Revisions to Specification Sections" above.

**Vendor Question #14:**

Can you be more specific on dish loading for all towers regarding height spacing for dishes?

**Agency Response to Vendor Question #14:**

Tower must be designed with three, 12-foot sector booms located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #15:**

(Par 3.2.5) Can a guyed tower, with less than 42" face width that meets your requirement be quoted?

**Agency Response to Vendor Question #15:**

Yes. Guyed towers must have a minimum face width of thirty-six (36) inches or greater as described in "Section 3.2.5 Revision" under Revisions to Specification Sections" above.

**Vendor Question #16:**

(Page 38, Par 3.2.16) Does the requirement hold true for self supporting towers that do not have a tapered base?

**Agency Response to Vendor Question #16:**

No. General Mandatory Requirement 3.2.16 does not apply to self supporting towers that do not have a tapered base.

**Vendor Question #17:**

What is the maximum number of feed lines allowed to be stacked on any face?

**Agency Response to Vendor Question #17:**

No more than double stacking of feed lines on any face is allowed.

**Vendor Question #18:**

Please verify that no cluster mounting or leg mounting of the coax shall be permitted for these designs?

**Agency Response to Vendor Question #18:**

No cluster mounting or leg mounting of the coax will be permitted for these designs.

**Vendor Question #19:**

How many towers were purchased under the previous contract?

**Agency Response to Vendor Question #19:**

Twenty (20) towers were purchased under the previous contract.

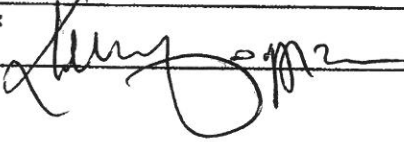
REVISED EXHIBIT A Pricing Pages - BPH14023				
Contract Item #	Description	Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	100 Feet Self Supporting Tower	1	42,340.00	42,340.00
3.1.2	120 Feet Self Supporting Tower	1	45,550.00	45,550.00
3.1.3	140 Feet Self Supporting Tower	1	46,796.00	46,796.00
3.1.4	160 Feet Self Supporting Tower	1	54,137.00	54,137.00
3.1.5	180 Feet Self Supporting Tower	2	58,948.00	117,896.00
3.1.6	200 Feet Self Supporting Tower	1	73,916.00	73,916.00
3.1.7	220 Feet Self Supporting Tower	1	78,917.00	78,917.00
3.1.8	240 Feet Self Supporting Tower	2	87,594.00	175,188.00
3.1.9	260 Feet Self Supporting Tower	1	93,809.00	93,809.00
3.1.10	280 Feet Self Supporting Tower	1	98,715.00	98,715.00
3.1.11	300 Feet Self Supporting Tower	2	110,478.00	220,956.00
3.1.12	320 Feet Self Supporting Tower	2	123,574.00	247,148.00
3.1.13	340 Feet Self Supporting Tower	2	136,598.00	273,196.00
3.1.14	360 Feet Self Supporting Tower	2	168,455.00	336,910.00
3.1.15	380 Feet Self Supporting Tower	2	178,713.00	357,426.00
3.1.16	400 Feet Self Supporting Tower	1	196,901.00	196,901.00
3.1.17	100 Feet Guyed Tower	1	20,175.00	20,175.00
3.1.18	120 Feet Guyed Tower	1	22,584.00	22,584.00
3.1.19	140 Feet Guyed Tower	1	23,968.00	23,968.00
3.1.20	160 Feet Guyed Tower	1	42,343.00	42,343.00
3.1.21	200 Feet Guyed Tower	1	56,250.00	56,250.00
3.1.22	240 Feet Guyed Towers	1	68,881.00	68,881.00
3.1.23	280 Feet Guyed Tower	1	79,191.00	79,191.00
3.1.24	320 Feet Guyed Tower	1	85,349.00	85,349.00
3.1.25	360 Feet Guyed Tower	1	91,942.00	91,942.00
3.1.26	400 Feet Guyed Tower	1	95,542.00	95,542.00
3.1.27	440 Feet Guyed Tower	1	100,996.00	100,996.00
3.1.28	480 Feet Guyed Tower	1	108,347.00	108,347.00
3.1.29	Six (6) foot standard arm	10	257.00	2,570.00
3.1.30	Six (6) foot tapered side arm	10	674.00	6,740.00
3.1.31	Safety climb device (acceptable increments of 100 foot)	10	1,125.00	11,250.00
3.1.32	300 mm medium white light and red LED beacon combinations	10	8,734.00	87,340.00
3.1.33	Red side lights, must be LED fixtures	10	220.00	2,200.00
3.1.34	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight sections of tapered section	60	238.00	14,280.00
3.1.35	Ice shields for six (6) foot dishes	16	1483.00	23,728.00
3.1.36	Ice shields for eight (8) foot dishes	16	1848.00	29,568.00
3.1.37	Twenty (20) foot vertical waveguide ladder (minimum width of 24 inches)	100	252.00	25,200.00
3.1.38	Ten (10) foot horizontal waveguide bridge (minimum width of 24 inches)	12	511.00	6,132.00
3.1.39	Three (3) foot standard side arms	24	202.00	4,848.00
3.1.40	Three (3) foot tapered side arms	24	327.00	7,848.00
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.	6	1,679.00	10,074.00

REVISED EXHIBIT A Pricing Pages - BPH14023				
3.1.42	E1 tower light controller kit for 200 feet - 350 feet towers. E1 tower light must be capable of providing telemetry.	3	10,743. <sup>00</sup>	32,229. <sup>00</sup>
3.1.43	E2 tower light controller kit for 350 feet - 500 feet towers. E2 tower light must be capable of providing telemetry.	3	29,305. <sup>00</sup>	87,915
GRAND TOTAL				3,607,291. <sup>00</sup>

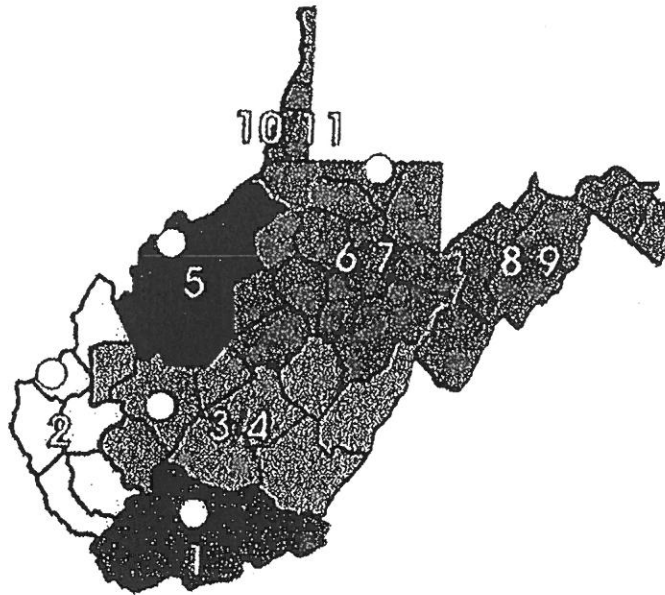
Estimated Annual Quantities are for bid evaluation purposes only. Actual quantities ordered may be more or less.

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:	Nello Corporation
Physical Address:	211 West Washington St Suite 2000 South Bend, IN 46601-1705
Remit to Address:	same as above
Telephone:	574-288-3632
Fax:	574-288-5860
Email:	kgoggins@nelloinc.com
Vendor Representative (print name):	Kevin Goggins - Sales Manager
Signature:	

## EXHIBIT B: WV REGIONAL MAP - BPH14023



**Region 1**  
 McDowell  
 Mercer  
 Monroe  
 Raleigh  
 Summers  
 Wyoming

**Region 2**  
 Cabell  
 Lincoln  
 Logan  
 Mason  
 Mingo  
 Wayne

**Region 3/4**  
 Boone  
 Clay  
 Fayette  
 Greenbrier  
 Kanawha  
 Nicholas  
 Pocahontas  
 Putnam  
 Webster

**Region 5**  
 Calhoun  
 Jackson  
 Pleasants  
 Ritchie  
 Roane  
 Tyler  
 Wirt  
 Wood

**Region 6/7**  
 Barbour  
 Braxton  
 Doddridge  
 Gilmer  
 Harrison  
 Lewis  
 Marion  
 Monogalia  
 Preston  
 Randolph  
 Taylor  
 Tucker  
 Upshur

**Region 8/9**  
 Berkeley  
 Grant  
 Hampshire  
 Hardy  
 Jefferson  
 Mineral  
 Morgan  
 Pendleton

**Region 10/11**  
 Brooke  
 Hancock  
 Marshall  
 Ohio  
 Wetzel

## EXHIBIT C - BPH14023

### SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING

**The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds.**

#### **Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### **Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

#### **Buy American Provision**

##### **Use of American Iron, Steel, and Manufactured Goods**

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

#### **Wage Rate Provision**

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII - Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

## EXHIBIT C - BPH14023

### Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

### Disclosure of Fraud or Misconduct

Each recipient of sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

### Contractor Data Reporting

The contractor must provide the WV Department of Health and Human Resources with their D-U-N-S number if available, or otherwise the name and zip code of the contractor's headquarters. Contractors are not required to obtain a D-U-N-S number.

### Reporting Jobs Creation

Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. The WV Department of Health and Human Resources will not accept statistical sampling methods to estimate the number of jobs created and retained. All recipients must report a direct and comprehensive count of jobs, as specified by OMB guidance M-10-8. See Section 5.3 of the OMB guidance for more information on calculating jobs, including job estimation examples.

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.
- c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

For the full OMB guidance on reporting jobs creation, please visit:

[http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf)

EXHIBIT C - BPH14023

SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING

Not later than 5 days after the end of each month, contractor must submit reports containing the following information for month just ended:

1. This purchase order/contract number.
2. The total amount of ARRA funds under this contract/purchase order.
3. The amount of ARRA funds that was obligated for projects or activities for month just ending including:
  - a. The name of the project or activity;
  - b. A description of the project or activity;
  - c. An evaluation of the completion status of the project or activity; and
  - d. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
4. The amount of ARRA funds that was expended for projects or activities for month just ending including:
  - e. The name of the project or activity;
  - f. A description of the project or activity;
  - g. An evaluation of the completion status of the project or activity; and
  - h. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
5. Detailed information on any sub-contracts made by the contractor including:
  - The name and address of the entity receiving the sub-contract;
  - The amount of the sub-contract;
  - The transaction type and description; and
  - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number.
6. The amount of unobligated/unexpended contract/purchase order balance.

Reports must be submitted via fax, Email, or mail to the following contact/address. Emailed reports are encouraged to ensure timeframe constraint.

WV Department of Health and Human Resources  
 Bureau for Public Health, Central Finance  
 Attention: Becky Surface, Finance Director  
 350 Capitol Street, Room 206  
 Charleston, West Virginia 25301  
[becky.a.surface@wv.gov](mailto:becky.a.surface@wv.gov)  
 Telephone: 304-356-4090  
 Fax: 304-558-1773

I agree to the above provisions.

Nello Corporation

Vendor Name

Matt Gustafson

Authorized Vendor Representative (please print)

*Matt Gustafson*

Authorized Vendor Representative Signature

10/9/13

Date



REQUEST FOR QUOTATION  
BPH14023 – Self-Supporting and Guyed Communication Towers and Accessories

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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency'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.
- 7.4 **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: Kevin Goggins - Sales Manager  
Telephone Number: 574-288-5652, ext 1260  
Fax Number: 574-288-5860  
Email Address: kgoggins@nelloinc.com

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Nello Corporation Signed: [Signature]
Date: 10/9/13 Title: VP of Sales

RFQ No. BPH14023

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Nello Corporation

Authorized Signature: [Signature] Date: 10/9/13

State of IN

County of ST. JOSEPH, to-wit:

Taken, subscribed, and sworn to before me this 9 day of OCTOBER, 2013

My Commission expires 11-14-16, 20  .

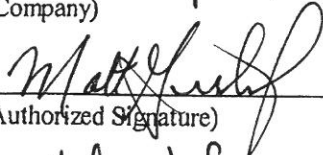


NOTARY PUBLIC [Signature]

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Nello Corporation  
(Company)

  
(Authorized Signature)

Matt Gustafson, VP of Sales  
(Representative Name, Title)

574 288 3632      574 288 5860  
(Phone Number)      (Fax Number)

10/9/13  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BPH14023**

**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 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 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.

Nello Corporation  
 Company  
  
Kevin [Signature]  
 Authorized Signature  
  
10/7/13  
 Date

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



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

**Solicitation**

NUMBER
BPH14023

PAGE
1

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

VENDOR

NELLO CORPORATION  
 211 WASHINGTON ST.  
 SUITE 2000  
 SOUTH BEND, IN 46601

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - OFFICE OF EMERGENCY  
 MEDICAL SERVICES  
 190 HART FIELD ROAD  
 MORGANTOWN, WV  
 26505 304-581-2900

DATE PRINTED
09/25/2013

BID OPENING DATE: 10/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM IS ISSUED:		
				1. TO PROVIDE VENDORS A COPY OF THE MANDATORY PRE-BID SIGN-IN SHEET.		
				2. TO ADDRESS REVISIONS & TO ADD CONTRACT ITEM 3.1.43 TO THE SPECIFICATIONS.		
				3. TO PROVIDE VENDORS A REVISED COPY OF THE PRICING PAGE. PLEASE SEE ATTACHED EXHIBIT A.		
				4. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS.		
				5. TO PROVIDE THE WV REGIONAL MAP. SEE EXHIBIT B.		
				6. TO PROVIDE THE SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING. PLEASE REFER TO EXHIBIT C.		
				7. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 1 *****		

SIGNATURE <i>Kevin Eppins</i>	TELEPHONE 574-288-3632	DATE 10/7/13
TITLE Sales Manager	FEIN 35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: BPH14023**

**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") 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
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide Vendors a copy of the mandatory pre-bid sign-in sheet.
2. To address revisions and to add Contract Item # 3.1.43 to the specifications.
3. To provide Vendors a revised pricing page.
4. To provide responses to Vendors' questions.
5. To provide Vendors a copy of the WV Regional Map.
6. To provide Vendors a copy of the Supplemental Contract Provisions ARRA funding.
7. To provide Addendum Acknowledgement.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

# ATTACHMENT A



Request for Proposal No. BPH 14023

SIGN IN SHEET

PLEASE PRINT

Page 1 of 2

Date: 9/18/13

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Nello Corporation</u> Rep: <u>Brent Cambier</u> Email Address: <u>bcambier@nelloinc.com</u>	<u>211 W. Washington St.</u> <u>Suite 200</u> <u>South Bend, IN 46601</u>	PHONE <u>(605) 251-2220</u> TOLL FREE <u>(800) 806-3556</u> FAX <u>(574) 288-5860</u>
Company: <u>Thomas SHELBY &amp; Co. Inc.</u> Rep: <u>MIKE SHELBY</u> Email Address: <u>mshelby@Thomasshelby.com</u>	<u>309 St. Pack Dr.</u> <u>ST. MARYS, OHIO 45885-</u> <u>9664</u>	PHONE <u>419-394-3377</u> TOLL FREE FAX <u>419-394-4815</u>
Company: <u>ROHN PRODUCTIONS, LLC</u> Rep: <u>KEN CORDREY</u> Email Address: <u>KEN.CORDREY@ROHN.NET.COM</u>	<u>252 MERRICK CORNER ROAD</u> <u>CHURCH HILL, MD. 21623-1362</u>	PHONE <u>410-556-6201</u> TOLL FREE FAX <u>410-556-6203</u>
Company: <u>WV Legislative Auditor</u> Rep: <u>Derek Thomas</u> Email Address: <u>thomas@wvnet.edu</u>	<u>Rm W-314</u> <u>Capitol Bldg 1</u> <u>Charleston, WV 25301</u>	PHONE <u>304-347-4890</u> TOLL FREE FAX
Company: <u>PRIMUS</u> Rep: <u>GABE DIXON</u> Email Address: <u>GABE@PRIMUSELECTRONICS.COM</u>	<u>4180 E. SAND RIDGE ROAD</u> <u>MORRIS, IL 60450</u>	PHONE <u>847 732 5825</u> TOLL FREE <u>800 435 1636</u> FAX <u>800 767 7605</u>

# SIGN IN SHEET

Request for Proposal No. BPH 14023

PLEASE PRINT

Page 2 of 2

Date: 9/18/13

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Allstate Tower INC.</u>	<u>P.O. Box 25</u>	PHONE <u>270-830-8512</u>
Rep: <u>JOE Dumas</u>	<u>Henderson Ky 42419</u>	TOLL FREE
Email Address: <u>bjohnston@allstatetower.com</u>		FAX <u>270-830-8475</u>
Company: <u>SABRE INDUSTRIES</u>	<u>2101 MURRAY STREET</u>	PHONE <u>(712) 587-2273</u>
Rep: <u>RYAN MCBREEN</u>	<u>SIoux CITY, IA 51111</u>	TOLL FREE <u>(712) 224-1550 * GOVERNMENT BIDS</u>
Email Address: <u>RAMCBREEN@SABREINDUSTRIES.COM</u>		FAX <u>(814) 680-0940 / (712) 224-1551</u>
Company: <u>WV DHHR BPH</u>	<u>350 Capital St.</u>	PHONE <u>304-356-5060</u>
Rep: <u>BPH Purchasing</u>	<u>Room 206</u>	TOLL FREE
Email Address: <u>Wendy.L.Luther@wv.gov</u>	<u>Char. WV 25301</u>	FAX
Company: <u>WV DHHR, Bureau for Public Health</u>	<u>350 Capitol St.</u>	PHONE <u>304-356-4095</u>
Rep: <u>BPH Purchasing / Pam Coleman</u>	<u>Room 206</u>	TOLL FREE
Email Address: <u>Pam.c.Coleman@wv.gov</u>	<u>Charleston, WV 25301</u>	FAX
Company: <u>JOE M. GONZALEZ</u>	<u>190 HARTFIELD RD. MORGANTOWN WV</u>	PHONE <u>(304) 626-5012</u>
Rep: <u>BE M S</u>		TOLL FREE
Email Address: <u>J.E.M. GONZALEZ@WV.GOV</u>		FAX



# THOMAS SHELBY & COMPANY, INC.

309 SOUTH PARK DRIVE  
ST. MARYS, OH 45885-9664  
TELEPHONE 419.394.3377  
FAX 419.394.4815

Michael T. Shelby, CPMR  
[mshelby@thomasshelby.com](mailto:mshelby@thomasshelby.com)



**N E L L O**  
CORPORATION

**Brent Cambler**  
East Region Sales Manager

4715 East 22<sup>nd</sup> St.  
Sioux Falls, SD 57110  
[www.nelloinc.com](http://www.nelloinc.com)

Mobile: (605) 251-2220  
Business: (800) 808-3556  
Email: [bcambier@nelloinc.com](mailto:bcambier@nelloinc.com)

**Ken Cordrey**  
North East Division Sales Manager

252 Merrick Corner Road  
Church Hill, MD 21623-1362

phone 410.556.1601  
mobile 410.708.7769  
fax 410.556.1603  
[ken.cordrey@rohnnet.com](mailto:ken.cordrey@rohnnet.com)

[www.rohnnet.com](http://www.rohnnet.com)



**Products LLC**

*The Industry Standard.*

**PRIMUS** ELECTRONICS CORPORATION

**Gabe Dixon**  
Business Development Manager

<p>Main Office National 800-435-1635 Local 815-436-8945 Fax 800-767-7605</p>	<p><a href="http://www.primuselectronics.com">www.primuselectronics.com</a> <a href="mailto:gabe@primuselectronics.com">gabe@primuselectronics.com</a> Cellular 847-732-5885 Fax 626-605-4370</p>
--	---

"THE DIFFERENCE IN WIRELESS DISTRIBUTION"  
4190 E. Sand Ridge Road Morris, IL 60450



Manufacturer of Guyed & Self-Support Towers  
Complete Line of Tower Accessories  
Full Range of Maintenance & Installation Services

**Joe Dumas**  
Project Manager, Inspections

Office: 270-631-1321  
Fax: 270-830-8475  
Call: 270-454-1774

P.O. Box 25 Henderson, KY 42419  
[jdumas@alstatetower.com](mailto:jdumas@alstatetower.com)  
[www.alstatetower.com](http://www.alstatetower.com)

**RYAN MCBREEN**

P: 712.58.SABRE  
(712.587.2273)  
C: 814.650.9350  
F: 814.680.0940  
E: [rmcbreen@sabreindustries.com](mailto:rmcbreen@sabreindustries.com)  
[www.SabreTowersandPoles.com](http://www.SabreTowersandPoles.com)

**Sabre Industries**  
Towers and Poles

Northeast Sales Manager

Sabre Towers and Poles  
2101 Murray Street  
P.O. Box 658  
Sioux City, IA 51102-0658

**ADDENDUM #1 – BPH14023**

To revise specification sections; add Contract Item 3.1.43 section to the specifications; provide revised Exhibit A - Pricing Pages; provide Exhibits B and C; provide Pre-Bid Sign In Sheet; and respond to Vendor questions.

Vendor will use revised Exhibit A - Pricing Pages provided with this Addendum for submitting bid.

**REVISIONS TO SPECIFICATION SECTIONS**

**SECTION 3.1.1 REVISION:**

- From:**        3.1.1 100 Feet Self-Supporting Tower  
                   3.1.1.1 Must be 100 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.
- To:**            3.1.1 100 Feet Self-Supporting Tower  
                   3.1.1.1 Must be 100 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.  
                   3.1.1.2 Must be designed to meet the following tower loading requirements:  
                           3.1.1.2.1 Four, 8 feet HP 6 GHZ Dishes – 20 feet to 90 feet  
                           3.1.1.2.2 Four, 6 feet HP GHZ Dishes – 20 feet to 90 feet  
                           3.1.1.2.3 12 feet sector boom at top

**SECTION 3.1.2 REVISION:**

- From:**        3.1.2 120 Feet Self-Supporting Tower  
                   3.1.2.1 Must be 120 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.
- To:**            3.1.2 120 Feet Self-Supporting Tower  
                   3.1.2.1 Must be 120 feet self-supporting tower and meet the General Mandatory Requirements described in Section 3.2 herein.  
                   3.1.2.2 Must be designed to meet the following tower loading requirements:  
                           3.1.1.2.1 Four, 8 feet HP 6 GHZ Dishes – 80 feet to 100 feet  
                           3.1.1.2.2 Four, 6 feet HP GHZ Dishes – 80 feet to 100 feet  
                           3.1.1.2.3 12 feet sector boom at top

**SECTION 3.1.42 REVISION:**

- From:**        3.1.42 Tower light controller kit for tower lights. Tower lights must be capable of providing telemetry  
                   3.1.42.1 Must be compatible to self-supporting and guyed towers described in 3.1.1 through 3.1.28 herein.
- To:**            3.1.42 E1 tower light controller kit for 200 feet – 350 feet towers. Tower light must be capable of providing telemetry.  
                   3.1.42.1 Must be compatible to self-supporting towers described in Section 3.1.6 through Section 3.1.16 and guyed towers described in Section 3.1.21 through Section 3.1.26.

**SECTION 3.2.4 REVISION:**

- From:** 3.2.4 Towers must be designed for a minimum wind load of 90 mph – three (3) second gusts, with ½" radial ice. Wind and ice must be considered on the tower, antenna, guys and all appurtenances. The manufacture must accordingly consider that the structures are for essential facilities. Importance factors must be adjusted accordingly.
- To:** 3.2.4 Towers must be designed for a minimum wind load of 90 mph – thirty (30) second gusts, with ½" radial ice. Wind and ice must be considered on the tower, antenna, guys and all appurtenances. The manufacture must accordingly consider that the structures are for essential facilities. Importance factors must be adjusted accordingly.

**SECTION 3.2.5 REVISION:**

- From:** 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.
- To:** 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 thirty-six (36) inches or greater.

**SECTION 3.2.21 REVISION:**

- From:** 3.2.21 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) feet. Antennas will be up to eighteen (18) feet in length.
- To:** 3.2.21 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 one-hundred (100) feet. Antennas will be up to eighteen (18) feet in length.

**SECTION 3.2.22 REVISION:**

- From:** 3.2.22 The tower loading requirements listed under each tower in Section 3.1.1 through Section 3.1.28 must also include ice shields over dishes. Tower must be designed for multiple cellular carriers with three, 12-foot 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 equally distributed over the entire height of the tower. Transmission lines will vary from 1 ¼ inch, EW 63, EW 52, EW99, 5/8

inch and ½ inch lines. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice, with a 90 mph, thirty second gust, or greater.

- To: 3.2.22 The tower loading requirements listed under each tower in Section 3.1.1 through Section 3.1.28 must also include ice shields over dishes. Tower must be designed for multiple cellular carriers with three, 12-foot sector booms located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base. 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 10 UHF/VHF antennas on 3-foot sidearm equally distributed over the entire height of the tower. There will be eight (8) EW63; four (4) 1 ¼ inch; and twelve (12) 7/8 inch transmission lines. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice, with a 90 mph, thirty second gust, or greater.

**SECTION 3.2.26 REVISION:**

From: 3.2.26 Tower leg members must maintain an open interior diameter through the flange plate at least as large as the inside diameter of the pipe and electrically welded externally and internally.

To: 3.2.26 Tower leg members must be solid through to the flange plate.

**SECTION 4.2, PARAGRAPH 1 REVISION:**

From: 4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling out the Unit Price and Extended Price for each item, which will include freight costs. Vendor will pre-pay freight costs for delivery to various regions in West Virginia. The vendor will then be paid the actual freight costs upon submission of the original freight invoice to Agency. Vendor should complete the Pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

To: 4.2 Pricing Pages: Vendor should complete the revised Pricing Pages provided with this Addendum by filling out the Unit Price and Extended Price for each item, which will include freight costs. Vendor will pre-pay freight costs for delivery to various destinations in West Virginia as described by Agency on release order issued against the contract. The vendor will then be paid the actual freight costs upon submission of the original freight cost receipt to Agency. Vendor should complete the Pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**SECTION 6.3 REVISION:**

From: 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency 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.

To: 6.3 Delivery Payment/Risk of Loss: Vendor shall include the cost of order delivery charges in its bid pricing. Order delivery shall be pre-paid by Vendor to West Virginia destination described by Agency on release order issued against the contract. Vendor will then be paid the actual delivery charges upon submission of the original delivery charges receipt to Agency.

#### **ADDITION OF CONTRACT ITEM 3.1.43 TO SPECIFICATIONS**

Contract Item 3.1.43 is hereby added and included in the Solicitation specifications under this Addendum and reads as follows:

Add: 3.1.43 E2 tower light controller kit for 350 feet – 500 feet towers. Tower light must be capable of providing telemetry  
 3.1.43.1 Must be compatible to self-supporting towers described in Section 3.1.6 through Section 3.1.16 and guyed towers described in Section 3.1.21 through Section 3.1.26.

#### **RESPONSE TO VENDOR QUESTIONS:**

##### **Vendor Question #1:**

Paragraph 2.4 references Exhibit B. Can Exhibit B be made available to bidders?

##### **Agency Response to Vendor Question #1:**

Yes. Exhibit B (WV Regional Map) is included with this Addendum.

##### **Vendor Question #2:**

Since individual sites are unknown at this time, are bidders to utilize the standard defaults of Exposure C and Topographic Category 1 as listed in Section 2.6.5 and 2.6.6 of the TIA-222-G standard?

##### **Agency Response to Vendor Question #2:**

Yes, bidders are to utilize the standard defaults of Exposure C (open terrain scattered with obstructions that are less than 30 feet tall) and Topographic Category 1 (terrain that presents no abrupt changes in elevation) as listed in the TIA-222-G standard.

##### **Vendor Question #3:**

Paragraph 2.5 references Exhibit C. Can Exhibit C be made available to bidders?

##### **Agency Response to Vendor Question #3:**

Yes. Exhibit C (American Recovery and Reinvestment Act of 2009 provisions) is included with this Addendum.

##### **Vendor Question #4:**

Exhibit A, Pricing Page, Item #3.1.42, Tower Light Controller Kit. Is this controller kit for E1 (200' – 350' towers) or E2 (350' – 500' towers) kits?

**Agency Response to Vendor Question #4:**

Controller kits for E1 (200' – 350' towers) and E2 (350' – 500 towers) must be bid. Contract Item 3.1.42 for E1 kit is revised as described in the "Section 3.1.42 Revision" under "Revisions to Specification Sections" above and on revised Pricing Pages included with this Addendum.

Contract Item 3.1.43 for E2 kit is added to the Solicitation as described under "Addition of Contract Item 3.1.43 to Specifications" above and on revised Pricing Pages included with this Addendum.

**Vendor Question #5:**

Paragraph 3.2.4 states "Towers must be designed for a minimum wind load of 90 mph-three second gust with ½" radial ice." The TIA-222-G standard, which has been adopted by the State of West Virginia, lists 90 mph with 0" ice but it also lists 30 and 40 mph wind speeds with ½" and ¾" ice. Are the towers to be designed for the 40 mph, ¾" ice or are the towers to be designed for the full 90 mph wind speed with ½" ice?

**Agency Response to Vendor Question #5:**

The towers will be designed for a minimum wind load of 90 mph – 30 second gusts, with ½" radial ice as described in "Section 3.2.4 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #6:**

Paragraph 3.2.10 states "All tower members must be designed to allow easy inspection of all surfaces for possible corrosion." Does this mean the use of pipe for tower legs is not acceptable?

**Agency Response to Vendor Question #6:**

Yes, the use of pipe for tower legs is not acceptable. Tower legs must be solid.

**Vendor Question #7:**

Paragraph 3.2.21 states "In addition, the tower must be designed to accommodate up to ten (10) UHF/VHF antennas on six (6) foot sidearms distributed equally over the tower height down to a height of fifty (50) feet." Paragraph 3.2.22 states "There will be 12 UHF/VHF antennas on 3 foot sidearms equally distributed over the entire height of the tower." Are both the ten (10) and twelve (12) antennas to be included in the design load? If so, what are the dimensions of the twelve (12) antennas? Also, how should bidders determine line size for each antenna when Paragraph 3.2.22 just lists various sizes?

**Agency Response to Vendor Question #7:**

Only ten (10) UHF/VHF antennas are to be included in the design load as described in "Section 3.2.21 Revision" and "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

The dimensions of the ten (10) UHF/VHF antennas will be up to eighteen (18) feet in length.



Bidders will use eight (8) EW63; four (4) 1 ¼ inch; and twelve (12) 7/8 inch transmission line sizes as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above to determine line size for each antenna.

**Vendor Question #8:**

Paragraph 3.2.22 states "Tower must be designed for multiple cellular carriers with three (3), 12 foot sector booms located at four locations starting from the top of the tower spaced every 4 feet down the tower." How many feet between sector booms should be used?

**Agency Response to Vendor Question #8:**

Sector booms will be located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #9:**

Paragraph 4.2, Pricing Pages, states "Vendor should complete the Pricing Pages by filling out the unit price and extended price for each item, which will include freight costs." To which designation(s) should bidders figure tower freight pricing?

**Agency Response to Vendor Question #9:**

Freight costs to any destination in West Virginia will be included in Vendor's unit price and extended price for each Contract Item. Vendor will pre-pay freight costs and then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #10:**

What quantities and destination(s) should bidders use for freight pricing on Contract Items #3.1.29 through 3.1.42?

**Agency Response to Vendor Question #10**

Estimated annual quantities are listed on the Pricing Pages. Freight costs to any destination in West Virginia will be included in the unit price and extended price for every Contract Item on the Pricing Pages. Vendor will pre-pay freight costs and then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #11:**

(Page 19) How can we quote FOB Destination when it is not known where each site falls with WV? It is also possible to save money by putting more than one tower on each trailer.

**Agency Response to Vendor Question #11:**

Vendor will pre-pay freight costs for delivery to various destinations in West Virginia as described by Agency on release order issued against the contract. Vendor will then be paid actual freight costs upon submission of the original freight cost receipt to Agency as described in "Section 4.2, Paragraph 1 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #12:**

How long after delivery will acceptance of tower material be made?

**Agency Response to Vendor Question #12:**

Acceptance of tower material will be made upon delivery.

**Vendor Question #13:**

(Page 28, Par. 3.1.21) Can Loading information be furnished for 120 ft Self Supporting Tower?

**Agency Response to Vendor Question #13:**

Loading information for 100 feet and 120 feet self-supporting towers that was inadvertently excluded from the specifications are described in "Section 3.1.1 Revision" (100 feet tower) and Section 3.1.2 Revision" (120 feet tower) under "Revisions to Specification Sections" above.

**Vendor Question #14:**

Can you be more specific on dish loading for all towers regarding height spacing for dishes?

**Agency Response to Vendor Question #14:**

Tower must be designed with three, 12-foot sector booms located at four locations starting from the top of the tower spaced evenly at four equal locations down to 100 feet from the base as described in "Section 3.2.22 Revision" under "Revisions to Specification Sections" above.

**Vendor Question #15:**

(Par 3.2.5) Can a guyed tower, with less than 42" face width that meets your requirement be quoted?

**Agency Response to Vendor Question #15:**

Yes. Guyed towers must have a minimum face width of thirty-six (36) inches or greater as described in "Section 3.2.5 Revision" under Revisions to Specification Sections" above.

**Vendor Question #16:**

(Page 38, Par 3.2.16) Does the requirement hold true for self supporting towers that do not have a tapered base?

**Agency Response to Vendor Question #16:**

No. General Mandatory Requirement 3.2.16 does not apply to self supporting towers that do not have a tapered base.

**Vendor Question #17:**

What is the maximum number of feed lines allowed to be stacked on any face?

**Agency Response to Vendor Question #17:**

No more than double stacking of feed lines on any face is allowed.

**Vendor Question #18:**

Please verify that no cluster mounting or leg mounting of the coax shall be permitted for these designs?

**Agency Response to Vendor Question #18:**

No cluster mounting or leg mounting of the coax will be permitted for these designs.

**Vendor Question #19:**

How many towers were purchased under the previous contract?

**Agency Response to Vendor Question #19:**

Twenty (20) towers were purchased under the previous contract.

**REVISED EXHIBIT A**  
**Pricing Pages - BPH14023**

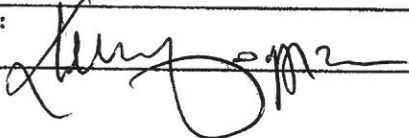
Contract Item #	Description	Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	100 Feet Self Supporting Tower	1	42,340.00	42,340.00
3.1.2	120 Feet Self Supporting Tower	1	45,550.00	45,550.00
3.1.3	140 Feet Self Supporting Tower	1	46,796.00	46,796.00
3.1.4	160 Feet Self Supporting Tower	1	54,137.00	54,137.00
3.1.5	180 Feet Self Supporting Tower	2	58,948.00	117,896.00
3.1.6	200 Feet Self Supporting Tower	1	73,916.00	73,916.00
3.1.7	220 Feet Self Supporting Tower	1	78,917.00	78,917.00
3.1.8	240 Feet Self Supporting Tower	2	87,594.00	175,188.00
3.1.9	260 Feet Self Supporting Tower	1	93,809.00	93,809.00
3.1.10	280 Feet Self Supporting Tower	1	98,715.00	98,715.00
3.1.11	300 Feet Self Supporting Tower	2	110,478.00	220,956.00
3.1.12	320 Feet Self Supporting Tower	2	123,574.00	247,148.00
3.1.13	340 Feet Self Supporting Tower	2	136,598.00	273,196.00
3.1.14	360 Feet Self Supporting Tower	2	168,455.00	336,910.00
3.1.15	380 Feet Self Supporting Tower	2	178,713.00	357,426.00
3.1.16	400 Feet Self Supporting Tower	1	196,901.00	196,901.00
3.1.17	100 Feet Guyed Tower	1	20,175.00	20,175.00
3.1.18	120 Feet Guyed Tower	1	22,584.00	22,584.00
3.1.19	140 Feet Guyed Tower	1	23,968.00	23,968.00
3.1.20	160 Feet Guyed Tower	1	42,343.00	42,343.00
3.1.21	200 Feet Guyed Tower	1	56,250.00	56,250.00
3.1.22	240 Feet Guyed Towers	1	68,881.00	68,881.00
3.1.23	280 Feet Guyed Tower	1	79,191.00	79,191.00
3.1.24	320 Feet Guyed Tower	1	85,349.00	85,349.00
3.1.25	360 Feet Guyed Tower	1	91,942.00	91,942.00
3.1.26	400 Feet Guyed Tower	1	95,542.00	95,542.00
3.1.27	440 Feet Guyed Tower	1	100,996.00	100,996.00
3.1.28	480 Feet Guyed Tower	1	108,347.00	108,347.00
3.1.29	Six (6) foot standard arm	10	257.00	2,570.00
3.1.30	Six (6) foot tapered side arm	10	674.00	6,740.00
3.1.31	Safety climb device (acceptable increments of 100 foot)	10	1,125.00	11,250.00
3.1.32	300 mm medium white light and red LED beacon combinations	10	8,734.00	87,340.00
3.1.33	Red side lights, must be LED fixtures	10	220.00	2,200.00
3.1.34	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight sections of tapered section	60	238.00	14,280.00
3.1.35	Ice shields for six (6) foot dishes	16	1483.00	23,728.00
3.1.36	Ice shields for eight (8) foot dishes	16	1848.00	29,568.00
3.1.37	Twenty (20) foot vertical waveguide ladder (minimum width of 24 inches)	100	252.00	25,200.00
3.1.38	Ten (10) foot horizontal waveguide bridge (minimum width of 24 inches)	12	511.00	6,132.00
3.1.39	Three (3) foot standard side arms	24	202.00	4,848.00
3.1.40	Three (3) foot tapered side arms	24	327.00	7,848.00
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.	6	1,679.00	10,074.00

REVISED EXHIBIT A Pricing Pages - BPH14023				
3.1.42	E1 tower light controller kit for 200 feet - 350 feet towers. E1 tower light must be capable of providing telemetry.	3	10,743. <sup>00</sup>	32,229. <sup>00</sup>
3.1.43	E2 tower light controller kit for 350 feet - 500 feet towers. E2 tower light must be capable of providing telemetry.	3	29,305. <sup>00</sup>	87,915
GRAND TOTAL				3,607,291. <sup>00</sup>

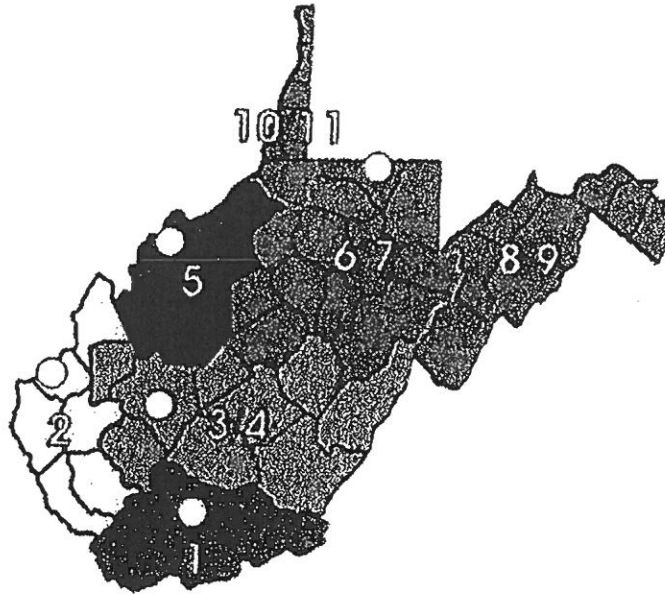
Estimated Annual Quantities are for bid evaluation purposes only. Actual quantities ordered may be more or less.

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:	Nello Corporation
Physical Address:	211 West Washington St Suite 2000 South Bend, IN 46601-1705
Remit to Address:	same as above
Telephone:	574-288-3632
Fax:	574-288-5860
Email:	Kgoggins@nelloinc.com
Vendor Representative (print name):	Kevin Goggins - Sales Manager
Signature:	

**EXHIBIT B: WV REGIONAL MAP - BPH14023**



**Region 1**  
 McDowell  
 Mercer  
 Monroe  
 Raleigh  
 Summers  
 Wyoming

**Region 2**  
 Cabell  
 Lincoln  
 Logan  
 Mason  
 Mingo  
 Wayne

**Region 3/4**  
 Boone  
 Clay  
 Fayette  
 Greenbrier  
 Kanawha  
 Nicholas  
 Pocahontas  
 Putnam  
 Webster

**Region 5**  
 Calhoun  
 Jackson  
 Pleasants  
 Ritchie  
 Roane  
 Tyler  
 Wirt  
 Wood

**Region 6/7**  
 Barbour  
 Braxton  
 Doddridge  
 Gilmer  
 Harrison  
 Lewis  
 Marion  
 Monogalia  
 Preston  
 Randolph  
 Taylor  
 Tucker  
 Upshur

**Region 8/9**  
 Berkeley  
 Grant  
 Hampshire  
 Hardy  
 Jefferson  
 Mineral  
 Morgan  
 Pendleton

**Region 10/11**  
 Brooke  
 Hancock  
 Marshall  
 Ohio  
 Wetzel

**EXHIBIT C - BPH14023**

**SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING**

**The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds.**

**Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Buy American Provision**

**Use of American Iron, Steel, and Manufactured Goods**

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

**Wage Rate Provision**

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII - Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

## EXHIBIT C - BPH14023

### Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

### Disclosure of Fraud or Misconduct

Each recipient of sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at

<http://www.oig.hhs.gov/fraud/hotline/>

### Contractor Data Reporting

The contractor must provide the WV Department of Health and Human Resources with their D-U-N-S number if available, or otherwise the name and zip code of the contractor's headquarters. Contractors are not required to obtain a D-U-N-S number.

### Reporting Jobs Creation

Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. The WV Department of Health and Human Resources will not accept statistical sampling methods to estimate the number of jobs created and retained. All recipients must report a direct and comprehensive count of jobs, as specified by OMB guidance M-10-8. See Section 5.3 of the OMB guidance for more information on calculating jobs, including job estimation examples.

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.
- c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

For the full OMB guidance on reporting jobs creation, please visit:

[http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf)



## EXHIBIT C - BPH14023

## SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING

Not later than 5 days after the end of each month, contractor must submit reports containing the following information for month just ended:

1. This purchase order/contract number.
2. The total amount of ARRA funds under this contract/purchase order.
3. The amount of ARRA funds that was obligated for projects or activities for month just ending including:
  - a. The name of the project or activity;
  - b. A description of the project or activity;
  - c. An evaluation of the completion status of the project or activity; and
  - d. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
4. The amount of ARRA funds that was expended for projects or activities for month just ending including:
  - e. The name of the project or activity;
  - f. A description of the project or activity;
  - g. An evaluation of the completion status of the project or activity; and
  - h. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
5. Detailed information on any sub-contracts made by the contractor including:
  - The name and address of the entity receiving the sub-contract;
  - The amount of the sub-contract;
  - The transaction type and description; and
  - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number.
6. The amount of unobligated/unexpended contract/purchase order balance.

Reports must be submitted via fax, Email, or mail to the following contact/address. Emailed reports are encouraged to ensure timeframe constraint.

WV Department of Health and Human Resources  
 Bureau for Public Health, Central Finance  
 Attention: Becky Surface, Finance Director  
 350 Capitol Street, Room 206  
 Charleston, West Virginia 25301  
[becky.a.surface@wv.gov](mailto:becky.a.surface@wv.gov)  
 Telephone: 304-356-4090  
 Fax: 304-558-1773

I agree to the above provisions.

Nello Corporation

Vendor Name

Matt Gustafson

Authorized Vendor Representative (please print)

*Matt Gustafson*

Authorized Vendor Representative Signature

Date

10/9/13

REQUEST FOR QUOTATION  
BPH14023 – Self-Supporting and Guyed Communication Towers and Accessories

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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency'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.
- 7.4 **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: Kevin Goggins - Sales Manager  
Telephone Number: 574-288-5652, ext 1260  
Fax Number: 574-288-5860  
Email Address: kgoggins@nelloinc.com

Rev. 07/12

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. No Application is made for 2.5% resident vendor preference for the reason checked:  
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
No Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
No Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. No Application is made for 2.5% resident vendor preference for the reason checked:  
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. No Application is made for 2.5% resident vendor preference for the reason checked:  
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. No Application is made for 5% resident vendor preference for the reason checked:  
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. No Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. No Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. No Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Nello Corporation

Signed: Matt Lush

Date: 10/9/13

Title: VP of Sales

RFQ No. BPH14023

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Nello Corporation

Authorized Signature: [Signature] Date: 10/9/13

State of IN

County of ST. JOSEPH, to-wit:

Taken, subscribed, and sworn to before me this 9 day of OCTOBER, 2013

My Commission expires 11-14-16, 20  .

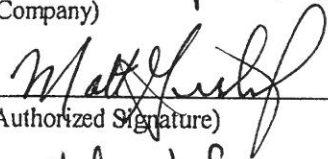


NOTARY PUBLIC [Signature]

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Nello Corporation  
(Company)

  
(Authorized Signature)

Matt Gustafson, VP of Sales  
(Representative Name, Title)

574 288 3632      574 288 5860  
(Phone Number)      (Fax Number)

10/9/13  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BPH14023**

**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 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 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.

Nello Corporation  
 Company  
  
Kevin [Signature]  
 Authorized Signature  
  
10/7/13  
 Date

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