



**N E L L O**  
CORPORATION

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

April 12, 2010

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

Dear Ms. Wagner,

Included, please find the two copies of our bid for RFQ number BPH10075. 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 that were made to help us complete the designs and pricing. I trust that you'll find them to be within tolerance.

Additionally, it was requested that we provide at least three references of actual projects completed of like structures. You'll find this reference list also included.

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

Best Regards,

Kevin Goggins  
Sales Manager

Enclosures:

Assumptions  
References  
Warranty  
2 copies of Bid for RFQ BPH10075

RECEIVED

APR 14 A 7:19

PLANNING DIVISION  
STATE OF WV



**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

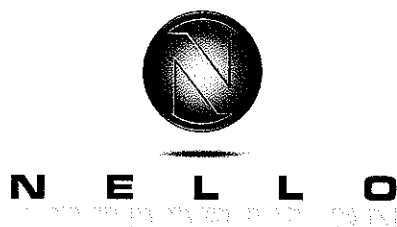
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## REFERENCES

**Danny Weathers (formerly Manager of Procurement at American Tower)**  
BCI Communications, Inc  
[weathersd@bcisites.com](mailto:weathersd@bcisites.com)  
330 Etowah Valley Trace  
Woodstock, GA 30189  
678-463-9270

**Kim Bailey – Construction Inventory Purchasing Manager**  
Viaero Wireless  
[kim.bailey@viaero.com](mailto:kim.bailey@viaero.com)  
1220 West Platte Avenue  
Ft. Morgan, CO 80701  
970-867-6767

**Kimberly Harden – Vice President of Carrier Relations**  
Clearview Towers  
[khardy@clearviewtower.net](mailto:khardy@clearviewtower.net)  
2050 Bolton Road  
Carlyss, LA 70665  
830-444-1101



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## ASSUMPTIONS

- \* Assume dishes are going to be spaced between carrier levels.
- \* Assume no UHF / VHF antennas on 100' structures due to space limitations.
- \* Assume UHF /VHF antenna size / type = 8' Omni.
- \* Assume location of UHF / VHF antennas to be evenly spaced down the tower at levels where there are no dishes or sector mounts already loaded.
- \* Assume Solid Rod Legs for guyed towers and Pipe Leg designs for all self supporting towers.
- \* 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.
- \* We did not estimate "freight per item", as these items typically ship with the structures. Again total freight will be determined at time of order, pre paid by us the vendor, and reimbursed upon submission of the freight invoice.

## 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 to 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 of 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 JUDGMENT 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

# Request for Quotation

RFQ NUMBER
BPH10075

PAGE
1

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

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

BID OPENING DATE:

04/15/2010

BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kenn Foggins</i>	574-288-3632	4/13/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	35-2138574	

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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

# Request for Quotation

RFQ NUMBER

BPH10075

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2

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ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation

211 West Washington St

Suite 2000

South Bend, IN 46601-1705

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

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

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Terri Goggins</i>	TELEPHONE	574-288-3632	DATE	4/13/10
TITLE	Sales Manager	FEIN	35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

## Request for Quotation

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF

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RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/12/2010				
BID OPENING DATE: 04/15/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 05/26/2009						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/30/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Kern Eogaine</i>	TELEPHONE	574-288-3632	DATE	4/13/10
TITLE	Sales Manager	FEIN	35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE	

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





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

## Request for Quotation

RFQ NUMBER

BPH10075

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

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

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Kevin Goggins

TELEPHONE

574-288-3632

DATE

4/13/10

TITLE

Sales Manager

FEIN

35 - 2138574

ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER

BPH10075

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

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

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Jerry Goggins</i>	574-288-3632	4/13/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	35-2138574	

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

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

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

RFQ No. BP410075STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

**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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: HELLO CORPORATIONAuthorized Signature: [Signature] Date: 4-13-2010State of INCounty of St. Joseph, to-wit:Taken, subscribed, and sworn to before me this 13 day of APRIL, 2010My Commission expires 11/14, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]  
KATHLEEN M. JOHNSON

## 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.

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: NEUO Corp. Signed: [Signature]  
 Date: 4-13-10 Title: PRESIDENT

\*Check any combination of preference consideration(s) indicated above which you are entitled to receive



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

# Request for Quotation

RFO NUMBER

BPH10075

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St.  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. RESPONSE TO VENDOR REQUEST FOR DIRECTIONS TO THE MANDATORY PRE-BID LOCATION.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: BPH10075						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						
✓ NO. 1 . . . . .						
NO. 2 . . . . .						
NO. 3 . . . . .						
NO. 4 . . . . .						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Eggers</i>	TELEPHONE 574-288-3632	DATE 4/13/10
TITLE Sales Manager	FEIN 35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

### INSTRUCTIONS TO BIDDERS

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





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

# Request for Quotation

RFQ NUMBER

BPH10075

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
03/23/2010						
BID OPENING DATE: 04/15/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Kevin Goggins</i> SIGNATURE</p> <p>Nello Corporation COMPANY</p> <p>4/12/10 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Kevin Goggins</i>		TELEPHONE 574-288-3632		DATE 4/13/10		
TITLE Sales Manager		FEIN 35-2138574		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

# Request for Quotation

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-46		
OPEN END CONTRACT TO PROVIDE INSTALLATION AND						
***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						1,896,181.39

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kevin Boggs</i>	574-288-3632	4/13/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	35-2138574	

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

**ADDENDUM #1 BPH10075****RESPONSE TO VENDOR REQUEST FOR DIRECTIONS TO THE PRE-BID LOCATION:****From Charleston:**

Take I-79 North to Exit 67. Turn right and then right onto Route 4 and 19, turn left onto Days Drive. Pass the Days Inn Hotel and continue upward. You will pass a correctional facility (on your left) and continue to the end of the road. 89 Richard D. Minnich Drive is on your left—there is a sign that says “Braxton County Technology Center”. Park in the parking lot and enter the building. Meeting is located on the 3<sup>rd</sup> floor, the conference room is right off the elevators.



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

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TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2010				
BID OPENING DATE: 04/15/2010		BID OPENING TIME 01:30PM		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>John Gogginz</i>	574-288-3632	4/13/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Manager	35-2138574	

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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

# Request for Quotation

RFQ NUMBER

BPH10075

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS		
03/25/2010						
BID OPENING DATE: 04/15/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<div>..... SIGNATURE</div> <div>Nello Corporation ..... COMPANY</div> <div>4/12/10 ..... DATE</div>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 2						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE Kevin Goggins		TELEPHONE 574-288-3632		DATE 4/13/10		
TITLE Sales Manager		FON 35-2138574		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

# Request for Quotation

RFQ NUMBER

BPH10075

PAGE

3

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304-558-0067

RFQ COPY

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03/25/2010						
BID OPENING DATE: 04/15/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-46		
OPEN END CONTRACT TO PROVIDE INSTALLATION AND						
***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						1,896,181.39
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Kevin Baggett</i>		TELEPHONE 574-288-3632		DATE 4/13/10		
TITLE Sales Manager		FEIN 35-2138574		ADDRESS CHANGES TO BE NOTED ABOVE		

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

State of West Virginia  
Purchasing Division



# PURCHASE REQUISITION

Requisition No. BPH10075	Buyer 22-Wagner	Requisition Date 3/24/10
Agency/Invoice To: TEAM Code _____ WVDHHR/BPH/STEMS/COMMUNICATIONS DIVISION NOROP 190 HART FIELD RD MORGANTOWN, WV 26505		WVFIMS Document # MUL MUL MUL
Agency/Ship To: TEAM Code _____ VARIOUS LOCATIONS IN WV		Suggested Vendors: 1. 2. 3.  <i>Additional Vendors on Reverse Side</i>
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements Vendor Name and Address:		<b>PURCHASING DIVISION'S USE ONLY</b> Commodity Code: _____ Instructions: _____
WVFIMS Vendor #	TEAM Vendor #	
Terms	F O B.	

Item No.	Quantity	Description	Unit Price	Amount
		<b>ADDENDUM #2</b> <i>Type of Purchase</i> Q: If I am understanding it correctly, there is a mandatory bid meeting on 3/29/10 at 1:30 PM at 89 Richard D Minnich Drive, Suite 301, Sutton, WV 26601.  A: Yes. There will be a mandatory vendor prebid meeting at which time all bidders have the opportunity to ask questions or seek clarification on the commodities to be supplied.		

RECEIVED  
 2010 MAR 26 AM 11:47  
 WV PURCHASING  
 DIVISION

Authorized Signature:   
 Title:   
 Telephone: 3-24-2010

Total Estimated Value of this Requisition: \_\_\_\_\_  
 Maximum Budgeted Amount: \_\_\_\_\_





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

# Request for Quotation

RFQ NUMBER  
BPH10075

PAGE  
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME

01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kevin Boggs*

TELEPHONE  
574-288-3632

DATE  
4/13/10

TITLE  
Sales Manager

FEIN  
35-2138574

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia
  2. The State may accept or reject in part, or in whole, any bid
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30
  5. Payment may only be made after the delivery and acceptance of goods or services
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
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- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder on this bid.

### INSTRUCTIONS TO BIDDERS

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3. Unit prices shall prevail in case of discrepancy. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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

# Request for Quotation

RFQ NUMBER

BPH10075

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER  
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*Kevin Loggins*  
SIGNATURE

Nello Corporation  
COMPANY

4/13/10  
DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED  
WITH THE BID.

REV. 09/21/2009

END OF ADDENDUM NO. 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin Loggins</i>	TELEPHONE 374-288-3632	DATE 4/13/10
TITLE Sales Manager	FEIN 35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

## Request for Quotation

RFQ NUMBER
BPH10075

PAGE
3

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

Nello Corporation  
211 West Washington St  
Suite 2000  
South Bend, IN 46601-1705

SHIP TO  
HEALTH AND HUMAN RESOURCES  
BPH - TRAUMA & EMERGENCY CARE  
SYSTEM  
VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2010				

BID OPENING DATE:

04/15/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-46		
OPEN END CONTRACT TO PROVIDE INSTALLATION AND						
***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						1,896,181.39

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Kevin Goggins	TELEPHONE 574-288-3632	DATE 4/13/10
TITLE Sales Manager	FEIN 35-2138574	ADDRESS CHANGES TO BE NOTED ABOVE

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

---

**BPH10075 ADDENDUM 3 – Response to vendor questions as follows:**

- NOTE:** Per the first page of the BPH10075 RFQ referencing “to provide installation of various communication towers”; this contract is not for the installation of communication towers. The installation of the towers will be provided under a separate bid solicitation.
1. **Q:** Per the table in section 1.2, what is the acceptable increments for the safety climbing devices?  
**A:** 100 foot increments.
  2. **Q:** Per the table in section 1.2, what is the minimum width acceptable on the twenty foot vertical waveguide ladder?  
**A:** 24 inch is the minimum width
  3. **Q:** Per the table in section 1.2 What is the minimum width acceptable on the twenty foot horizontal waveguide bridge?  
**A:** 24 inch is the minimum width.
  4. **Q:** Regarding the twelve (12) foot sector booms capable of supporting four antennas on each sector--what is the size of the antennas on each sector?  
**A:** Assume one (1) foot solid panel that is six (6) feet in length and six (6) inches thick.
  5. **Q:** Should the tower light controller kits be capable of providing telemetry?  
**A:** Yes
  6. **Q:** Regarding section 2.2, there appears to be confusion regarding the statement of “90 mps-3 second gusts and what international building code is acceptable.  
**A:** To clarify, the “3-second gusts” is a typographical error and should be ignored. 90 mph, REV-F is the acceptable standard
  7. **Q:** Regarding section 2.3, standard minimum face width is 40 inches or greater. Is this acceptable?  
**A:** Yes.

**8. Q: What type of lightning rod assembly is desired?**

**A: Standard lightning rod assembly.**

**9. Q: Section 2.5, typographical error "chiming" should be "climbing"?**

**A: Yes.**

**10. Q: Section 2.6, Twenty-four (24) is the standard minimum width for hangers, is this acceptable?**

**A: Yes.**

**11. Q: Rev-F is considered the standard. Is this acceptable?**

**A: Yes**

**12. Q: Section 2.13, is there a particular brand of split rink lock nuts, etc. that is preferred?**

**A: No, however we will not accept ANCO bolts**

**13. Q: Regarding the table in Section 2.23, how much space will be between sector booms? Should we plan for back to back ray domes at 6 locations and if so how will they be equally distributed over the entire height of the tower?**

**A: Towers ranging from 0-200 feet will use 20 foot spacing. Towers ranging from 201 – 480 feet will use 40 foot spacing. Microwave dishes are back to back with four (4) locations equally distributed. Six (6) is a typographical error.**

**14. Q: Regarding Section 2.29, three (3) bolts per leg is standard, is this acceptable?**

**A: Yes**

**15. Q: Regarding the bid schedule in Section 3.0, should we include shipping in our pricing or can we charge separately?**

**A: Per Section 1.1, "Successful bidder shall pre-pay freight costs for delivery to various locations in WV (examples: Charleston, Weston, Clarksburg). The Vendor will then be paid the actual freight costs upon submission of the original freight invoice to STECS". However, we did not place an "estimated freight" column on the bid schedule but will revise and include this column**

**16.Q:** Paragraph 2.7 of the General Specifications states the towers shall be designed in accordance with the TIA-222-G standard. The TIA-222-G standard lists 90 mph with 0" ice but it also lists 30 and 40 mph wind speeds with 1/2" and 3/4" ice. Do you want us to design for the 40 mph and 3/4" ice or is your intent to have the towers designed for the full 90 mph wind speed with 1/2" ice? Also, are bidders to assume Exposure Category C and Topographic Category 1, as required in the TIA-222-G standard, for all of the tower designs?

**A:** After careful review, it was noted that REV-G in the specs is incorrect. Bidders should adhere to REV-F standards. Per 2.2, Towers will be designed for a wind load of 90 mph with 1/2" radial ice per REV - F standards.

**17.Q:** Section 2.0 lists self-supporting tower estimated annual order of 100' through 400' but the tower loading requirements only list 140' through 340' for self-supporting towers. Are we to price the 100', 120', 360', 380' and 400' towers? Also, the estimated annual order chart lists guyed towers of 100', 120' and 140' but these heights are not listed on the loading requirement chart. Please advise as to what heights are to be quoted.

**A:** All towers listed in Section 3.0 Bid Schedule should be quoted.

**18.Q:** The loading requirement shows multiple cellular carriers but does not show the antenna dimensions and transmission line sizes. Also, do you want these four cellular carriers on the smaller towers? If so, where are we to locate them? It also states to include 12 UHF/VHF antennas on 3' sidearms equally distributed over the entire height of the tower. What are the antenna dimensions?

**A:** Bidders should assume antenna dimensions of one (1) foot solid panel that is six (6) feet in length and six (6) inches thick. Spacing on 0-200 foot towers will be 20 feet; spacing on 201-480 foot towers will be 40 feet. Microwave dishes are back to back with ray domes at four (4) locations. Transmission lines will vary from 1 1/4 inch for all sectorized booms stackable, EW52 waveguide to all eight (8) dish locations. Towers, antennas, and lines are to assume a minimum loading of 1/2 inch of radial ice with a 90 mph, Rev-F guidelines.

**19.Q:** The MW dishes are shown to be back to back at 6 locations, however, the loading chart shows 8 antennas, (4) 8' HP and (4) 6' HP for each tower. How many MW dishes are these towers to be designed to support?

**A:** Microwave dishes are back to back with ray domes at four (4) locations. Towers are designed to support eight (8) MW dishes.

**20.Q:** If all bidders are allowed to locate the antennas and size the transmission lines the State will possibly get several different designs and prices. Would it be possible for the State to establish the antenna locations and transmission line sizes to allow all bidders to quote the same design loads?

**A:** Please see response to Question 18

**21.Q:** I am trying to get the multiple tower proposal for RFQ BPH10075 designed. I am having great difficulty clarifying the loading for each tower. The information provided seems to be vague and not being treated as critical as it needs to be. I am requesting that someone can provide me with detailed antenna loading information including feedline size per antenna. I need to know where each carrier, dish, VHF/UHF, etc. is going to be located on every tower including the coax size. Also, clarification on the sector mount antennas would be helpful. Ideally, each tower should have the antenna loading broken out by height, type of antenna, quantity, and coax.

My concern for you is that if one were so inclined, they would design each tower with the heaviest antennas and dishes as close to the bottom of each tower as possible. By doing this the tower design will be very light and therefore cost will be low. Once it comes time to actually place the antennas specifically, you could be charged with a change order for the loading change. This could become very costly! We do not want to do that and would prefer to not assume loading requirements. Without specific locations and other information, every bid and design that you get will be different (maybe even dramatically different).

To wrap everything up, I am requesting that someone provide specific loading for every tower.

**A:** Please see response to Question 18

**22.Q:** Section 2.1 states the towers to meet EIA standards per the IBC. The current IBC used by West Virginia is the IBC 2003, which refers to the EIA Rev. F. On the other hand, Section 2.7 states the towers to be designed and fabricated according to the EIA standards per IBC acceptance (Rev G) which would be the IBC 2006 code reference. So if Rev G is being used, what wind and ice loading should be used? All of WV under Rev G uses a basic wind speed of 90 mph but the basic wind with ice varies from 30 mph to 40 mph, and the ice loading varies from  $\frac{1}{2}$ " to  $\frac{3}{4}$ " depending on what county it lies. Also under Rev G, will a structure class III be needed? What Exposure Category and Topographic Category needs to be used?

**A:** REV-F is the standard REV G is not being used



**23.Q:** Also Section 2.32 states to use normal soil, but per Rev G, there are two types of normal soil, clay and sand. Which type should be used?

A: REV-F is the standard. REV G is not being used

**24.Q:** Section 2.22 states that (1) ea UHF/VHF antennas on 6' Side Arms be used. In Section 2.23 it states the number as (12) ea. UHF/VHF on 3' Side Arms. Which would be correct? What coax size should be used for each type of antenna? (i.e. UHF, Dishes, Panels).

A: Transmission lines will vary from 1 ¼ inch for all sectorized booms stackable, EW52 waveguide to all eight (8) dish locations. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice with a 90 mph, Rev-F guidelines

**25.Q:** Section 2.23 states that dishes will be back-to-back in (6) locations meaning there will be (12) ea. dishes. In the chart above the Section 2.23 it only calls for (8) dishes. Which is correct?

A: Microwave dishes are back to back with ray domes at four (4) locations for a total of 8 dishes

**26.Q:** Section 2.23 -- What antennas should be used for the (3) additional carrier elevations?

A: See response to question #4.

**27.Q:** Section 2.22 -- What size are the (12) ea antennas on the mount at the top of the towers?

A: See response to question #4.

**28.Q:** Do the (3) additional carriers in Section 2.23 apply to all tower heights, or just the ones in the Section 2.23 chart?

A: Additional carriers apply to all tower heights.

**29.Q:** Note: The 40' spacing for the (3) additional carriers would make the bottom carrier only 20' above ground level on a 140' tower.

A: Spacing on 0-200 foot towers will be 20 feet; spacing on 201-480 foot towers will be 40 feet.

**BID SHEET****3.0 Bid Schedule Chart 1**

Item Number	*Estimated Annual Order	Description	Unit Cost	Total Cost	Estimated Freight Per Item
1.	15	Six (6) foot standard side arms	281.40	4221.00	
2.	15	Six (6) foot tapered side arms	387.60	5814.00	
3.	5	Safety climb device * 100' increment	630.00	3150.00	
4.	10	300 mm medium white light and red LED beacon combination	3652.94	36,529.40	
5.	10	Red side lights shall be LED fixtures	135.50	1355.00	
6.	60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.	267.00	16,020.00	
7.	16	Ice shields for six (6) foot dishes	1825.88	29,214.08	
8.	16	Ice shields for eight (8) foot dishes	2190.59	35,049.44	
9.	100	Twenty (20) foot vertical waveguide ladder	135	13,500.00	
10.	12	Ten (10) foot horizontal waveguide bridge	463.80	5,565.60	
11.	24	Three (3) foot standard side arms	218.40	5,241.60	
12.	24	Three (3) foot tapered side arms	339.00	8136.00	
13.	6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector	621.60	3729.60	
14.	3	Tower light controller kit for tower lights	3405.89	10,217.67	
GRAND TOTAL				177,743. <sup>39</sup>	

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

**Bid Schedule -- Chart 2**

Item Number	*Estimated Annual Order	Self Supporting Towers	Unit Cost	Total Cost	* Estimated Freight Per Tower
A.	1	100' self supporting	9691	9691	1085
B.	1	120' self supporting	12,900	12,900	
C.	1	140' self supporting	16,231	16,231	
D.	1	160' self supporting	19,675	19,675	
E.	2	180' self supporting	22,966	45,932	
F.	1	200' self supporting	26,175	26,175	
G.	1	220' self supporting	29,000	29,000	
H.	2	240' self supporting	34,316	68,632	
I.	1	260' self supporting	39,325	39,325	2170
J.	1	280' self supporting	45,897	45,897	
K.	2	300' self supporting	52,470	104,940	
L.	2	320' self supporting	62,509	125,018	
M.	2	340' self supporting	72,149	144,298	
N.	2	360' self supporting	87,704	175,408	3255
O.	2	380' self supporting	103,259	206,518	
P.	1	400' self supporting	118,811	118,811	
<b>Guyed Towers</b>					
Q.	1	100' guyed	11,565	11,565	1085
R.	1	120' guyed	14,765	14,765	
S.	1	140' guyed	17,585	17,585	
T.	1	160' guyed	18,985	18,985	
U.	1	200' guyed	20,365	20,365	
V.	1	240' guyed	22,695	22,695	
W.	1	280' guyed	25,026	25,026	
X.	1	320' guyed	30,387	30,387	
Y.	1	360' guyed	35,148	35,148	
Z.	1	400' guyed	43,313	43,313	
AA.	1	440' guyed	51,613	51,613	
BB.	4	480' guyed	59,635	238,540	
<b>Grand Total</b>			<b>11,718,438</b>		

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

Chart 1 - Grand Total: \$ 177,743.<sup>39</sup>

Chart 2 - Grand Total: \$ 1,718,438.<sup>00</sup>

GRAND TOTAL AMOUNT: \$ 1,896,181.<sup>39</sup>

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

BPH  
Request for Proposal No. 10075

SIGN IN SHEET

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Page 1 of 1  
Date: 3-29-10

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	Lloyds Electronics (Rohn)	PO Box 250	PHONE 304-273-2790
Rep:	Jeff Skeen	Millwood, WV 25262	TOLL FREE 800-788-5867
Email Address:	jskeen@lloydselectronics.com		FAX 304-273-2793
Company:	Thomas SHELBY & Co. Inc. (Rohn)	309 S. Park Drive	PHONE 419-394-3377
Rep:	Mike SHELBY	St. Maers, Ohio 45885	TOLL FREE
Email Address:	MSHELBY@ThomasShelby.com		FAX 419-394-4815
Company:	KEN Cordrey	29840 Hillary Ave	PHONE 410-822-8964
Rep:	Rohn	EASTON, MARYLAND 21601	TOLL FREE
Email Address:	Ken.Cordrey@Rohmnet.com		FAX 410-822-8965
Company:	HEMPHILL LLC	1350 N. LOUISVILLE	PHONE 918-834-2200
Rep:	DAVID MORRISON	Tulsa OK 74115	TOLL FREE
Email Address:	DMorrison@hemhill.com	AMORRISON@AOL	FAX 918-831-9619
Company:	Space Tower	2101 Murray St	PHONE
Rep:	Drew's Ullmer	Sioux City IA 51111	TOLL FREE
Email Address:	MSG@hick@space.com		FAX

# SIGN IN SHEET

Request for Proposal No. BPH 10075

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Page 2 of 2

Date: 3-29-10

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	Tower Guys Inc.	P.O. Box 3443	PHONE 704-845-1004
Rep:	Earl Lake	Matthews NC 28106	TOLL FREE
Email Address:	info@towerguysinc.com		FAX 704-845-3005
Company:	Nello Corporation	211 W. Washington St	PHONE 570-578-3545
Rep:	Lisa Ogden	South Bend IN 46601	TOLL FREE
Email Address:	Loagden@nelloinc.com		FAX 717-754-0030
Company:	BILL STATE TOWER IN	P.O. Box 25	PHONE (270) 830-8512
Rep:	Von Hannah	HENDERSON KY 42429	TOLL FREE
Email Address:	VHANNAH@ALLSTATE-TOWER.COM		FAX (270) 830-8475
Company:	Valmont Structures	1545 Prides Drive	PHONE (570) 497-0230
Rep:	Marcello Pasada	Plymouth IN	TOLL FREE
Email Address:	marcello.pasada@valmont.com		FAX (570) 454-0780
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

## RFQ BPH 10075

### General Specifications for Communications Towers

The West Virginia Department of Health and Human Resources (WV DHHR), State Trauma and Emergency Medical System (STEMS), Communication Division, desires to establish an open-end contract for the purchase of self support and guyed communication towers for the Statewide Medical Command communications and interoperable radio system as well as all state agencies and political subdivisions and municipalities. The manufacturer of the towers shall include all applicable catalog items and accessories not specifically included with a listed tower at a fixed discounted price.

#### Specifications:

##### 1.0 General:

- 1.1 Successful bidder shall pre-pay freight costs for delivery to various locations in WV (examples: Charleston, Weston, Clarksburg) The Vendor will then be paid the actual freight costs upon submission of the original freight invoice to STECS.
- 1.2 Quote shall include all applicable catalog items and accessories not specifically included with a listed tower at a fixed discounted price. Quote shall include sample of actual prices with discount applied to the following sample items:

*Estimated Annual Order	Description
15	Six (6) foot standard side arms
15	Six (6) foot tapered side arms
5	Safety climb device
10	300 mm medium white light and red LED beacon combination
10	Red side lights shall be LED fixtures
60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.
16	Ice shields for six (6) foot dishes
16	Ice shields for eight (8) foot dishes
100	Twenty (20) foot vertical waveguide ladder
12	Ten (10) foot horizontal waveguide bridge
24	Three (3) foot standard side arms
24	Three (3) foot tapered side arms
6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector
3	Tower light controller kit for tower lights

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

- 1.3 Quote shall be valid for a period of one year from date of opening with option to renew for two (2) additional one year periods.
- 1.4 Quote shall include samples of pertinent warranties. Bidder must warranty product for a minimum of one (1) year.
- 1.5 Delivery must be guaranteed no greater than eight (8) weeks after each tower order date.
- 1.6 All towers must meet industry standards. (i.e. UL listing, FCC, IEEE).
- 1.7 Manufacturer must have manufactured like structures of proven quality for a minimum of five (5) years, and provide at least three (3) references of actual projects completed of like structures.
- 1.8 Award of this contract will go to a single vendor who meets all of the specifications as outlined in this RFQ at the lowest price.
- 1.9 Payment to vendor will be made following delivery of the structure once a final, complete invoice is received. Invoice must include copies of actual freight invoice. Payment will be made within 60 days of invoice.

## 2.0 **Detail Specifications for Communication Towers**

This request is for pricing for materials, parts and delivery necessary for the construction of various communications towers. It does not include installation of the tower. Bidder shall include costs based on the sample number of towers listed in the chart below. Tower sizes, types and sample number requested are as follows:

Estimated Annual Order*	Self Supporting Towers
1	100' self supporting
1	120' self supporting
1	140' self supporting
1	160' self supporting
2	180' self supporting
1	200' self supporting
1	220' self supporting
2	240' self supporting
1	260' self supporting
1	280' self supporting
2	300' self supporting
2	320' self supporting
2	340' self supporting
2	360' self supporting
2	380' self supporting
1	400' self supporting

	Guyed Towers
1	100' guyed
1	120' guyed
1	140' guyed
1	160' guyed
1	200' guyed
1	240' guyed
1	280' guyed
1	320' guyed
1	360' guyed
1	400' guyed
1	440' guyed
4	480' guyed

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

- 2.1 Towers will be constructed on an equilateral triangle pattern with steel legs and cross bracing members of either bolted or welded construction. The triangular size shall be sufficient to meet EIA standards as per the International Building Code acceptance. All tower sections and accessories will be hot dipped galvanized after fabrication according to ASTM specification A-123, which gives a minimum of 2 oz. of zinc per square foot of surface
- 2.2 Towers will be designed for a wind load of 90 mph - 3 second gusts, with 1/2" radial ice per the EIA Standards and the International Building Code acceptance. Wind and ice shall be considered on the tower, antenna, guys, and all appurtenances. The manufacturer should consider that the structures are for essential facilities. Importance factors should be adjusted accordingly.
- 2.3 Guyed Towers shall be able to accommodate torque arms at appropriate locations to support 6 GHZ, 10GHZ, and 18 GHZ microwave dishes and directional antenna. (All guyed towers shall have minimum face width of 42 inches or greater)
- 2.4 Towers shall have a lightning rod assembly designed to be mounted higher than the uppermost antenna.
- 2.5 Towers will have a climbing leg or step pegs designed to meet current EIA standards per the International Building Code acceptance. Steps will run continuously from top to bottom on one leg of the tower. Self Supporting towers, that are greater than 140 ft. to 400 ft. will have (3) three climbing legs with step bolts, or pegs from the ground to an elevation of 2/3 of the height of the tower. One leg will have a continuous step bolts for the entire height of the tower. A safety chiming devise will be installed on the permanent



climbing leg over the entire height of the tower. Climbing device must meet OSHA standards.

- 2.6 Towers will be provided with (2) two vertical waveguide ladders. Towers will be designed with waveguide ladders on two faces. Waveguide ladders shall accommodate snap-in, and bolt-on style hangers with a minimum width of 28 inches or greater. Guyed towers may have waveguide brace brackets on two faces, as a substitute for the dual waveguide ladder. Providing the tower is structurally designed to use the waveguide brackets.
- 2.7 Towers shall be designed and fabricated according to the EIA standards per the International Building Code acceptance. (REV-G) All tower design and engineering data must be submitted to the purchaser.
- 2.8 All tower members shall be designed to allow easy inspection of all surfaces for possible corrosion.
- 2.9 The shaft of guyed towers shall be supported on a point mount at the center of the foundation in a manner to prevent transmission of binding forces between tower and concrete base.
- 2.10 Structural steel shall comply with the latest specifications for structural steel for bridges and buildings.
- 2.11 All welding shall be x-ray quality and conform to latest AISC and AWS standards.
- 2.12 Any members that are received buckled or bent must be replaced.
- 2.13 Nuts and bolts shall conform to the latest ASTM standards. Split ring lock nuts shall be supplied to secure all nuts, or equivalent lock nut attachment to prevent the nut from vibrating loose.
- 2.14 All guy strands shall be extra high strength and conform to latest ASTM specifications, with class A zinc coating.
- 2.15 Tower guys shall be provided with a turnbuckle safety at each anchor point.
- 2.16 Tower guys shall each be provided as one continuous strand from anchor point to the tower.

- 2.17 All towers shall have grounding plates attached to each leg at tapered base section to accommodate thermo weld connection of ground wires
- 2.18 Tower will be supplied with tower lighting package as appropriate to its height.
- 2.19 Tower lighting package shall be a dual lighting system. Components shall consist of white strobe light(s) to be operational during the daytime and red (LED) light(s) to be operational at night.
- 2.20 Tower lighting package shall include necessary control equipment to monitor tower lights.
- 2.21 Ice shields shall be provided for center beacons where applicable.
- 2.22 Tower package shall include a 12 foot sector boom to be mounted at the top of the structure with 12 antenna locations on the boom. **In addition, the tower shall be designed to accommodate up to ten (10) UHF/VHF antenna on a 6 foot side arms distributed equally over the tower height down to a height of 50 feet. Antennas will be up to 18 ft. in length.**
- 2.23 Each tower shall be designed to accommodate additional attachments as per the following table:

Tower Loading Requirements			
140 self	4 8' HP 6 GHZ dishes - 80' to 130'	4 6' HP 6 GHZ dishes - 80' to 130'	12' sector boom at top
160 self	4 8' HP 6 GHZ dishes - 80' to 150'	4 6' HP 6 GHZ dishes - 80' to 150'	12' sector boom at top
180 self	4 8' HP 6 GHZ dishes - 80' to 170'	4 6' HP 6 GHZ dishes - 80' to 170'	12' sector boom at top
200 self	4 8' HP 6 GHZ dishes - 80' to 190'	4 6' HP 6 GHZ dishes - 80' to 190'	12' sector boom at top
220 self	4 8' HP 6 GHZ dishes - 80' to 210'	4 6' HP 6 GHZ dishes - 80' to 210'	12' sector boom at top
240 self	4 8' HP 6 GHZ dishes - 80' to 230'	4 6' HP 6 GHZ dishes - 80' to 230'	12' sector boom at top
260 self	4 8' HP 6 GHZ dishes - 80' to 250'	4 6' HP 6 GHZ dishes - 80' to 250'	12' sector boom at top
280 self	4 8' HP 6 GHZ dishes - 80' to 270'	4 6' HP 6 GHZ dishes - 80' to 270'	12' sector boom at top
300 self	4 8' HP 6 GHZ dishes - 80' to 290'	4 6' HP 6 GHZ dishes - 80' to 290'	12' sector boom at top
320 self	4 8' HP 6 GHZ dishes - 80' to 310'	4 6' HP 6 GHZ dishes - 80' to 310'	12' sector boom at top

340 self	4 8' HP 6 GHZ dishes - 80' to 330'	4 6' HP 6 GHZ dishes - 80' to 330'	12' sector boom at top
160 guyed	4 8' HP 6 GHZ dishes - 80' to 150'	4 6' HP 6 GHZ dishes - 80' to 150'	12' sector boom at top
200 guyed	4 8' HP 6 GHZ dishes - 80' to 190'	4 6' HP 6 GHZ dishes - 80' to 190'	12' sector boom at top
240 guyed	4 8' HP 6 GHZ dishes - 80' to 230'	4 6' HP 6 GHZ dishes - 80' to 230'	12' sector boom at top
280 guyed	4 8' HP 6 GHZ dishes - 80' to 270'	4 6' HP 6 GHZ dishes - 80' to 270'	12' sector boom at top
320 guyed	4 8' HP 6 GHZ dishes - 80' to 310'	4 6' HP 6 GHZ dishes - 80' to 310'	12' sector boom at top
360 guyed	4 8' HP 6 GHZ dishes - 80' to 350'	4 6' HP 6 GHZ dishes - 80' to 350'	12' sector boom at top
400 guyed	4 8' HP 6 GHZ dishes - 80' to 390'	4 6' HP 6 GHZ dishes - 80' to 390'	12' sector boom at top
440 guyed	4 8' HP 6 GHZ dishes - 80' to 430'	4 6' HP 6 GHZ dishes - 80' to 430'	12' sector boom at top
480 guyed	4 8' HP 6 GHZ dishes - 80' to 470'	4 6' HP 6 GHZ dishes - 80' to 470'	12' sector boom at top

The above loading must also include ice shields over dishes. Towers must also be designed for multiple cellular carriers with three (3) additional-12 foot sector booms located at (3) three locations starting from the top of the tower spaced every 40 feet down the tower (Microwave Dishes are back to back with ray domes at six (6) locations equally distributed over the mounting height locations as indicated above). There will be 12 UHF/VHF antennas on 3 foot sidearms equally distributed over the entire height of the tower. Transmission lines will vary from 1 ¼ in, EW 63, EW 52, EW 90, 5/8 in and ½ in. lines. Towers, antennas, and lines are to assume a minimum loading of ½ inch of radial ice, with a 90 mph 30 second gust, or greater.

2.24 The following drawings shall be furnished by the successful vendor:

- Four (4) copies of tower design and calculation sheets
- Four (4) copies of foundation plans
- Four (4) copies of guying specifications
- Four (4) copies of final erection drawings

2.25 All tower drawings shall have a West Virginia Professional Engineers (PE) stamp or seal.

2.26 All tower foundation drawings shall have a West Virginia PE stamp or seal.

- 2.27 Each structural member shall be identified by a part number and any parts with the same part number must be interchangeable. This will result in tower sections capable of being installed in any 120° rotation without changing the tower structurally. Match marking requirements of tower sections by the manufacturer, for proper assembly, shall not be acceptable.
- 2.28 Tower leg members shall 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.
- 2.29 Flanged leg connections shall utilize a minimum of four bolts per leg. Tower leg members shall utilize a 50 KSI minimum yield strength.
- 2.30 The tower manufacturer shall maintain the highest quality steel manufacturing standards for production. Only AWS certified welders shall be employed for tower fabrication. A fully qualified quality control department shall be employed with a quality control manual maintained to establish minimum acceptable fabrication standards, procedures, and requirements for documentation.
- 2.31 For the purpose of this bid, all Self Supporting towers indicated for bidding, should assume normal soil, level ground.
- 2.32 For the purpose of this bid, all Guy Towers should assume normal soil, with 50 ft. drop in elevation from tower base to its farthest anchor point.
- 2.33 Towers Guyed and Self Supporting requiring special applications such as soil reports, cross-sectional profiles and drops in elevation for guyed towers shall be provided by the buyer on a per tower, and site basis, at the time a purchase order is issued.

## 3.0 Bid Schedule

\* See revised Bid Sheet in Addendum 3

*Estimated Annual Order	Description	Unit Cost	Total Cost
15	Six (6) foot standard side arms		
15	Six (6) foot tapered side arms		
5	Safety climb device		
10	300 mm medium white light and red LED beacon combination		
10	Red side lights shall be LED fixtures		
60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.		
16	Ice shields for six (6) foot dishes		
16	Ice shields for eight (8) foot dishes		
100	Twenty (20) foot vertical waveguide ladder		
12	Ten (10) foot horizontal waveguide bridge		
24	Three (3) foot standard side arms		
24	Three (3) foot tapered side arms		
6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector		
3	Tower light controller kit for tower lights		
	<b>GRAND TOTAL</b>		

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

\* See revised bid sheet 16  
in addendum 3

*Estimated Annual Order	Self Supporting Towers	Unit Cost	Total Cost
1	100' self supporting		
1	120' self supporting		
1	140' self supporting		
1	160' self supporting		
2	180' self supporting		
1	200' self supporting		
1	220' self supporting		
2	240' self supporting		
1	260' self supporting		
1	280' self supporting		
2	300' self supporting		
2	320' self supporting		
2	340' self supporting		
2	360' self supporting		
2	380' self supporting		
1	400' self supporting		
	<b>Guyed Towers</b>		
1	100' guyed		
1	120' guyed		
1	140' guyed		
1	160' guyed		
1	200' guyed		
1	240' guyed		
1	280' guyed		
1	320' guyed		
1	360' guyed		
1	400' guyed		
1	440' guyed		
4	480' guyed		
	<b>Grand Total</b>		

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

**NOTE:** Award of this contract will go to a single vendor who meets **all** of the specifications as outlined in this RFQ at the lowest price.