



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
BPH60353

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2006				

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-15		
<p>OPEN END CONTRACT TO PROVIDE COMMUNICATION TOWERS</p> <p>OPEN END CONTRACT</p> <p>TO ESTABLISH AN OPEN END CONTRACT FOR VARIOUS COMMUNICATIONS TOWERS FOR BUILD-OUT OF THE STATEWIDE MEDICAL COMMAND MICROWAVE INTEROPERABLE COMMUNICATIONS SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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
BPH60353

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2006				

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
BPH60353

PAGE
3

ADDRESS: CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 05/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
BPH60353

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2006				

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
BPH60353

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2006				

BID OPENING DATE: 06/08/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	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:
BPH60353

PAGE:
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**RON PRICE
 304-558-0492**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
05/24/2006				

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	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
BPH60353

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 05/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: BPH60349</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), State Trauma and Emergency Care System (STECS) desires to establish an open-end contract for the purchase of various **communications towers** for the Statewide Medical Command communications and interoperable radio system as well as all state agencies and political subdivisions.

SPECIFICATIONS

1.0 General

- 1.1 **Successful bidder shall pre-pay freight costs for delivery to Clarksburg, WV and/or Charleston, WV. Vendor will then be paid the actual freight costs upon submission of 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 coated red beacon
10	Red side light assemble that will accept a 117 watt bulb.
6	Tower section with 12 inch face and 10 feet long (capable of telescoping into adjoining sections.)
6	Tower section with 18 inch face and 10 feet long (capable of telescoping into adjoining sections.)
25	¼ inch eye to eye turnbuckles
25	3/8 inch eye to eye turnbuckles
25	½ inch eye to eye turnbuckles
25	¼ inch eye to jaw turnbuckles
25	3/8 inch eye to jaw turnbuckles
25	½ inch eye to jaw turnbuckles

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

NOTE: Bid MUST include a percent discount to be applied to all catalog items and applied to the sample items listed above.

- 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.

2.0 Detail Specifications for Communications 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
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
	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** Towers shall be able to accommodate torque arms at appropriate locations to support 6 GHZ microwave dishes and directional antenna. (All guyed towers shall have minimum face width of 40 inches or greater, measured to the outside of the tower legs on the face)
- 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.
- 2.6** Towers shall be designed for waveguide ladders on three (3) faces. Waveguide ladders shall accommodate snap-in and bolt-on style hangers with a minimum of 12 holes. Guyed towers shall have waveguide brace brackets
- 2.7** Towers shall be designed and fabricated according to the EIA standards per the International Building Code acceptance. All tower design and engineering data must be submitted to the purchaser prior to delivery of tower.
- 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.
- 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 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 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 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 should also include ice shields over dishes. Towers should also be designed for multiple cellular carriers in lieu of same locations where dishes are located. **(Microwave Dishes with ray domes are back to back at four locations equally distributed over the mounting height range specified in the above chart.)**

2.24 The following drawings shall be furnished by the successful vendor, for each tower at the time of ordering:

- 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

Samples of the above documents should be provided with this quote.

2.25 All tower drawings shall have a West Virginia 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 degree rotation without changing the tower structurally. Match marking requirements of tower sections by the manufacturer, for proper assembly, shall not be acceptable.

- 2.28** Tubular 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** All Self Supporting towers indicated should assume normal soil and level ground.
- 2.32** All Guy Towers should assume normal soil, with 50 ft. drop in elevation from tower base to its farthest anchor point.

EVALUATION SHEET - TOWERS

Estimated Annual Order*	Self Supporting	Unit Cost	Total Cost
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		
	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		
	GRAND TOTAL		

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

EVALUATION SHEET - TOWER ACCESSORIES

Fixed discount price for catalog accessories: _____%

Quote of above discount applied to the following sample items:

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 coated red beacon		
10	Red side light assemble that will accept a 117 watt bulb.		
6	Tower section with 12 inch face and 10 feet long (capable of telescoping into adjoining sections.)		
6	Tower section with 18 inch face and 10 feet long (capable of telescoping into adjoining sections.)		
25	¼ inch eye to eye turnbuckles		
25	3/8 inch eye to eye turnbuckles		
25	½ inch eye to eye turnbuckles		
25	¼ inch eye to jaw turnbuckles		
25	3/8 inch eye to jaw turnbuckles		
25	½ inch eye to jaw turnbuckles		
	GRAND TOTAL		

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

A F F I D A V I T

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 owned 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____