



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
EBA185

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET

 CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008				

BID OPENING DATE: 12/16/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-15		
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE THE AGENCY WITH THE LABOR AND MATERIALS FOR BROADCAST TOWER STRENGTHENING UPGRADE FOR A TOWER LOCATED AT WSWP-TV, LAYLAND, WV.</p> <p>TOWER CONSTRUCTION</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BETWEEN 01/15/2009 AND 05/31/2009.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL</p>						

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				<p>BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>		

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

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<p>AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 </p>						

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	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

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				CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: CONTRACTORS LICENSE NO.: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		

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	REV. 1/2005					
<p>NOTICE</p> <p>A 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 SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>REQ. NO.: EBA185</p> <p>BID OPENING DATE: 12/16/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

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West Virginia Public Broadcasting is requesting quotes on modification and strengthening work to be done to the WSWP Stainless Modified G5 tower, registration number 1035131 located near Layland in Fayette county West Virginia.

This is a prevailing wage rate project.

A liability insurance policy in the amount of 3.5 million dollars shall be supplied to the state of WV by vendors.

1. General Requirements

- 1.1. Vendor shall purchase, at their expense, all plans, drawings, and materials from Stainless LLC.
- 1.2. In addition to the 3.5 million dollar liability insurance policy required for this project by the State of West Virginia, the vendor shall supply a one million dollar damages and indemnity umbrella insurance policy to Stainless LLC for materials purchased from Stainless LLC.
- 1.3. All modifications done to the tower shall be in accordance with the plans and drawings provided by Stainless LLC.
- 1.4. Contact Information for Stainless LLC:
 - 1.4.1 Ed Deetscreek, Sales Engineer
1140 Welsh Rd., Suite 250
North Wales, PA 19454
Phone: (215) 631-1323
Fax: (215) 631-1425
Ed.Deetscreek@Stainlessllc.com
- 1.5. Tower crews shall be member of NATE (National Association of Tower Erectors.)
- 1.6. Braces and temporary frames shall be used during the replacement and installation of any new diagonals.

- 1.7. Any bolts removed during the modifications and strengthening shall be replaced with a new bolt of the same or recommended type.
- 1.8. Vendor and/or installation contractor shall provide Stainless LLC with certificates of insurance before work on the tower commences.
- 1.9. All work shall be completed during daylight hours.
- 1.10. Drawings package and description of modifications shall be provided to West Virginia Public Broadcasting at completion of work.

2. Scope

- 2.1. Vendors shall perform all modifications and strengthening to the WSWP Stainless modified G5 tower located near Layland in Fayette county West Virginia as outlined in the Stainless LLC analysis report 306802 dated 5/30/2008. Further plans and drawings for the modifications shall be purchased by the vendor at the vendor's expense from Stainless LLC. These modifications shall bring the tower into compliance with the original wind load rating of 50 PSF in accordance with EIA standard RS-222-C.
- 2.2. All materials for the modifications and strengthening of the tower shall be purchased by the vendor at the vendor's expense from Stainless LLC.
- 2.3. Vendor shall down rig and clean up site upon completion of work.
- 2.4. All removed material shall be neatly stacked and left on site for customer removal.

3. Shipping, delivery

- 3.1. Vendor shall provide shipping
 - 3.1.1. Delivery shall be to WSWP Transmitter site near Layland in Fayette county West Virginia.
 - 3.1.2. Layland shipping address:

WSWP-TV/Layland Transmitter Site
Route 41/12 House #153
Layland, WV 25864

3.2 Vendor shall provide for off-loading of materials.

3.2.1 24 hour notice shall be given prior to delivery as the site is unmanned.

3.2.2 WSWP/Layland contact:

Jeremy Scott

P. O. Box 9004

Beckley, WV 25802

Phone (304) 254-7865

Fax (304) 254-7879

jscott@wvpubcast.org

3.3 Vendor shall inventory materials before starting work.

4. Invoicing

4.1 Labor, materials and shipping shall be itemized.

4.2 Send invoices to:

West Virginia Public Broadcasting

Attention Steve Chapman

600 Capitol St.

Charleston, WV 25301

Phone (304) 556-4900

Fax (304) 556-4980

schapman@wvpubcast.org

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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: _____ Signed: _____

Date: _____ Title: _____

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



REPORT 306802

DATE: 05/30/2008

STRUCTURAL ANALYSIS
FOR A 377.4' (Steel Height) G-5 GUYED TOWER
BECKLEY, WEST VIRGINIA

PREPARED BY: TC

APPROVED: GDF 6/4/08

CHECKED BY: TL

Date	Pages	Remarks
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Prepared By: TC
Date: 05/30/08

STAINLESS LLC
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Prepared By: TC
Date: 05/30/08

STAINLESS LLC

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A. AUTHORIZATION/PURPOSE

As authorized by Calvin Hannah of WV Public Broadcasting / WSWP-TV, a structural analysis was performed to investigate the adequacy of a 377.4' (Steel Height) G-5 guyed tower in Beckley, West Virginia to support specified equipment.

B. TOWER HISTORY

The tower was originally designed and furnished in 1983 by Stainless Inc. It was designed in accordance with EIA Standard RS-222-C for a uniform wind load of 50 PSF, to support the following:

1. One (1) RCA TW-15A9R (Ch. 9) top mounted TV antenna, fed by one (1) 6-1/8" coax.
1. One (1) RCA BFC-6 FM antenna with radomes mounted near the tower top, fed with one (1) 3" flex line.
2. One (1) 10' parabolic antenna with radome at the 320' level, fed with one (1) FW64 line.
3. One (1) 8' dish with radome at the 176' level, fed with one (1) 7/8" line.
4. One (1) 6' grid dish at the 100' level, fed with one (1) 7/8" line.
5. One (1) 1-4" lighting conduit for the full height of the tower.
6. One (1) inside climbing ladder with safety device for the full height of the tower.

There have been no known modifications to the tower structure since it was erected.

C. CONDITIONS INVESTIGATED

The analysis was performed for the tower supporting specified equipment based upon the following sources:

- Stainless LLC Contract Proposal P08-3068-001, dated 03/17/2008.
- E-mail Message from Calvin Hannah of WV Public Broadcasting to Jon Marcusse of Stainless LLC, with equipment inventory and cross-section, dated 03/14/2008.
- E-mail from Dan Kellar of PSI Broadcast to Tom Cunningham of Stainless LLC, with antenna mechanicals for PSI VLP4OIC-10, dated 05/27/2008.

1. One (1) RCA TW-15A9R (Ch. 9) top mounted TV antenna, fed by one (1) 6-1/8" coax.
2. One (1) Dielectric BFC-6 FM antenna at the 327' level, fed with one (1) 1-5/8" line

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STAINLESS LLC

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3. One (1) PSI VLP4OIC-10 antenna (**proposed**) at the 327' level, fed with one (1) 4" flex line. (Replaces ALP 32M2-HSO-53 antenna. Existing 4" flex line will remain.)
4. One (1) Shively 2-bay 6812B antenna at the 327' level, fed with one (1) 7/8" line.
5. One (1) 10' dish with radome at the 180' level, fed with one (1) 7/8" line.
6. One (1) 6' parabolic antenna with radome at the 170' level, fed with one (1) EW63 line.
7. One (1) 8' grid dish at the 100' level, fed with one (1) 7/8" line.
8. One (1) Taco D-1338BB parabolic antenna at the 30' level, fed with one (1) RG6 line.
9. One (1) lighting system fed with three (3) 3/4" cables for full height of tower.
10. One (1) climbing ladder with safety device for the full height of the tower.

Note: The locations of the existing equipment are taken from an email message from Calvin Hannah of WV Public Broadcasting to Jon Marcusse of Stainless LLC, with equipment inventory and cross-section, dated 03/14/2008. This arrangement is summarized in pages A-1 and A-2 of this report. Deviating from this assumption will affect the accuracy of this analysis.

D. LOADS AND STRESSES

The analysis was performed using the original design wind load of 50 psf. This load was calculated and applied in accordance with the provisions of EIA Standard RS-222-C, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures, dated March 1976.

Allowable unit stresses and minimum safety factors used to evaluate the adequacy of the structure were also in accordance with this EIA Standard.

E. METHOD OF ANALYSIS

The analysis was performed using Stainless LLC's Beam-Column Analysis Program, a computer operation which idealizes the tower as a continuous beam-column on non-linear, elastic supports (guys) subject to simultaneous transverse (wind) and axial (dead, ice and vertical components of guy tensions) loads.

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Date: 05/30/08

STAINLESS LLC

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F. RESULTS

The results of the analysis show the following overstresses:

<u>COMPONENT</u>	<u>LOCATION</u>	<u>% OVERSTRESSED</u>
Vertical Legs	275.8' - 300.8'	7.4
Vertical Legs	250.8' - 275.8'	6.8
Vertical Legs	150.8' - 175.8'	5.8
Vertical Legs	125.8' - 150.8'	20.0
Vertical Legs	100.8' - 125.8'	20.4
Diagonal Bracing	275.8' - 300.8'	3.6
Diagonal Bracing	250.8' - 275.8'	11.1
Diagonal Bracing	150.8' - 175.8'	12.6
Base Foundation Bearing	-	31.7
Anchor Uplift	-	4.6

G. CONCLUSIONS AND RECOMMENDATIONS

Based on the preceding results, the following conclusions may be drawn:

1. The tower with equipment as specified in section C of this Report is not adequate to retain the original design wind load rating of 50 psf in accordance with EIA Standard RS-222-C.
2. In order for the tower to achieve a design wind load rating of 50 psf in accordance with EIA Standard RS-222-C, the following modifications are required:
 - a. Adjust the initial guy tensions to the following values (@ 60° F):

<i>Level</i>	<i>Kips</i>
4(Top)	11.30
3	3.40
2	4.40
1	3.00

- b. Install additional horizontal braces at the midpoint of each diagonal bracing panel at the following locations:

<i>Locations</i>	<i>No. of bays</i>
269.5' - 282.0'	2
100.8' - 163.3'	10

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Date: 05/30/08

STAINLESS LLC

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Report No. 306802

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- c. Replace the existing diagonal braces at the following locations with new, higher capacity members:

<i>Locations</i>	<i>No. of bays</i>
275.8' – 282.0'	1
257.0' – 269.5'	2
163.3' – 175.8'	2

- d. Place 3.0 cubic yards of fill above each guy anchor.
- e. The calculated base foundation loads substantially exceed the original design loads. After the above modifications are implemented, the bearing beneath the base foundation will be 34% greater than original allowable.

When this tower was furnished in 1983, it was erected on the site of a previously existing tower (Stainless Inc. Tower No. 2178, furnished in 1970). The existing base foundation and guy anchors (from tower no. 2178) were re-used. Based upon soil borings provided as part of the original solicitation package, an allowable bearing pressure of 7.0 ksf was originally used to design the base foundation.

It is strongly recommended that a geotechnical engineer be consulted before the above recommendation is implemented. It is our experience that more favorable design parameters can often be justified if the specific site condition is examined by a geotechnical engineer. Furthermore, geotechnical engineers can recommend upgrade procedures best suited for the site should the existing foundation arrangement fail to work for the loading condition.

If no further investigation is taken it is the opinion of Stainless LLC modifications are required to the existing base foundation.

3. It should be noted that **Revision G of ANSI/TIA Standard 222 became effective January 1, 2006**. This revision contains substantial changes from previous 222 standards. It is our opinion that the existing tower structure, with equipment as specified in section C of this report, would not be adequate for the minimum recommended requirements shown below for the Beckley, West Virginia area:

Structure Classification II

3-second gust basic wind speed of 90 MPH with no ice.

3-second gust basic wind speed of 30 MPH with 1/2 inch design ice thickness

Exposure Category C

Topographic Category I

0.25 earthquake spectral response acceleration at short periods (S_s)

Prepared By: TC
Date: 05/30/08

STAINLESS LLC

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Rev.	Date	Description
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Earthquake Site Class D

The estimated 3-second gust basic wind speed and basic design ice thickness at which no overstresses occur are 80 MPH with no ice and 30 MPH with 1/2 inch design ice thickness.

Please note that the opinion stated above is based on a preliminary review to identify the overall impact and/or feasibility of the proposed changed condition. Final acceptance of this changed condition must be based upon a rigorous structural analysis. Do not proceed with implementing this changed condition without first performing a rigorous structural analysis.

H. PROVISIONS OF ANALYSIS

The analysis performed and the conclusions contained herein are based on the assumption that the tower has been properly installed and maintained, including, but not limited to the following:

1. Proper alignment and plumbness.
2. Correct guy tensions.
3. Correct bolt tightness.
4. No significant deterioration or damage to any component.

Furthermore, the information and conclusions contained in this Report were determined by application of the current "state-of-the-arts" engineering and analysis procedures and formulae, and Stainless LLC assumes no obligations to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will Stainless LLC have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of Stainless LLC, if any, pursuant to this Report shall be limited to the total funds actually received by Stainless LLC for preparation of this Report.

Customer has requested Stainless LLC to prepare and submit to Customer an engineering analysis with respect to the Subject Tower and has further requested Stainless LLC to make appropriate recommendations regarding suggested structural modifications and changes to the Subject Tower. In making such request of Stainless LLC, Customer has informed Stainless LLC that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by Stainless LLC and that Customer will have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice.

Prepared By: TC
Date: 05/30/08

STAINLESS LLC

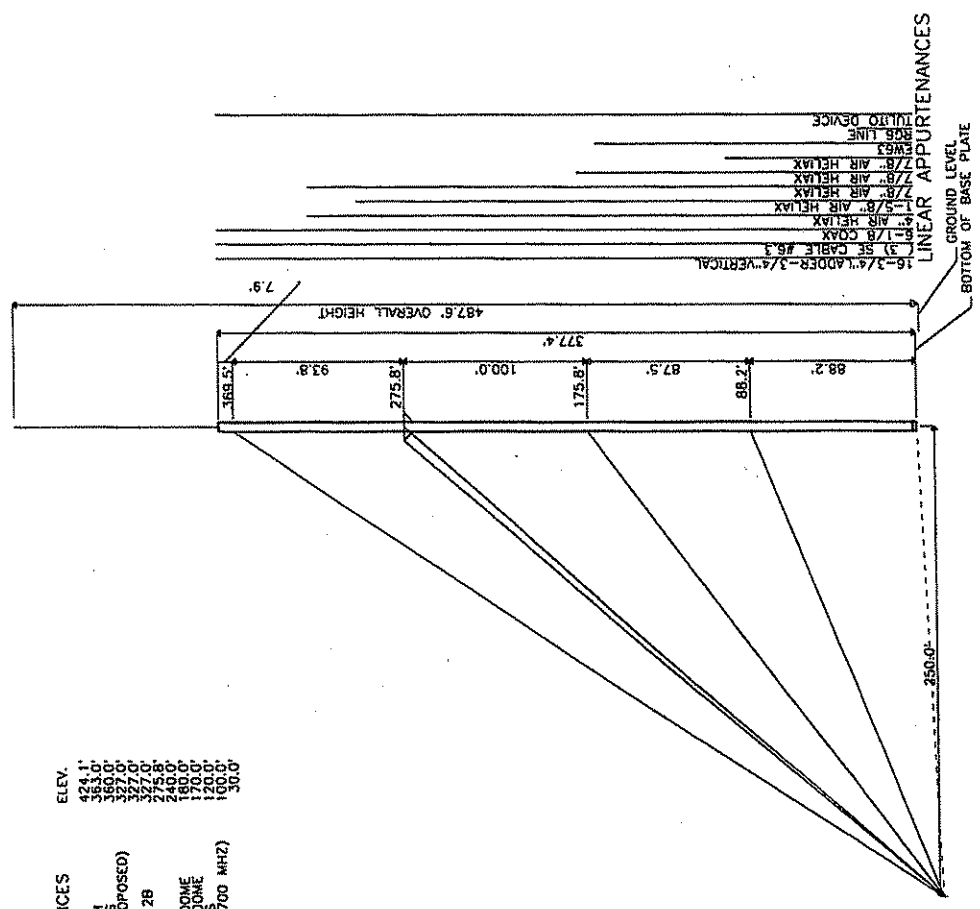
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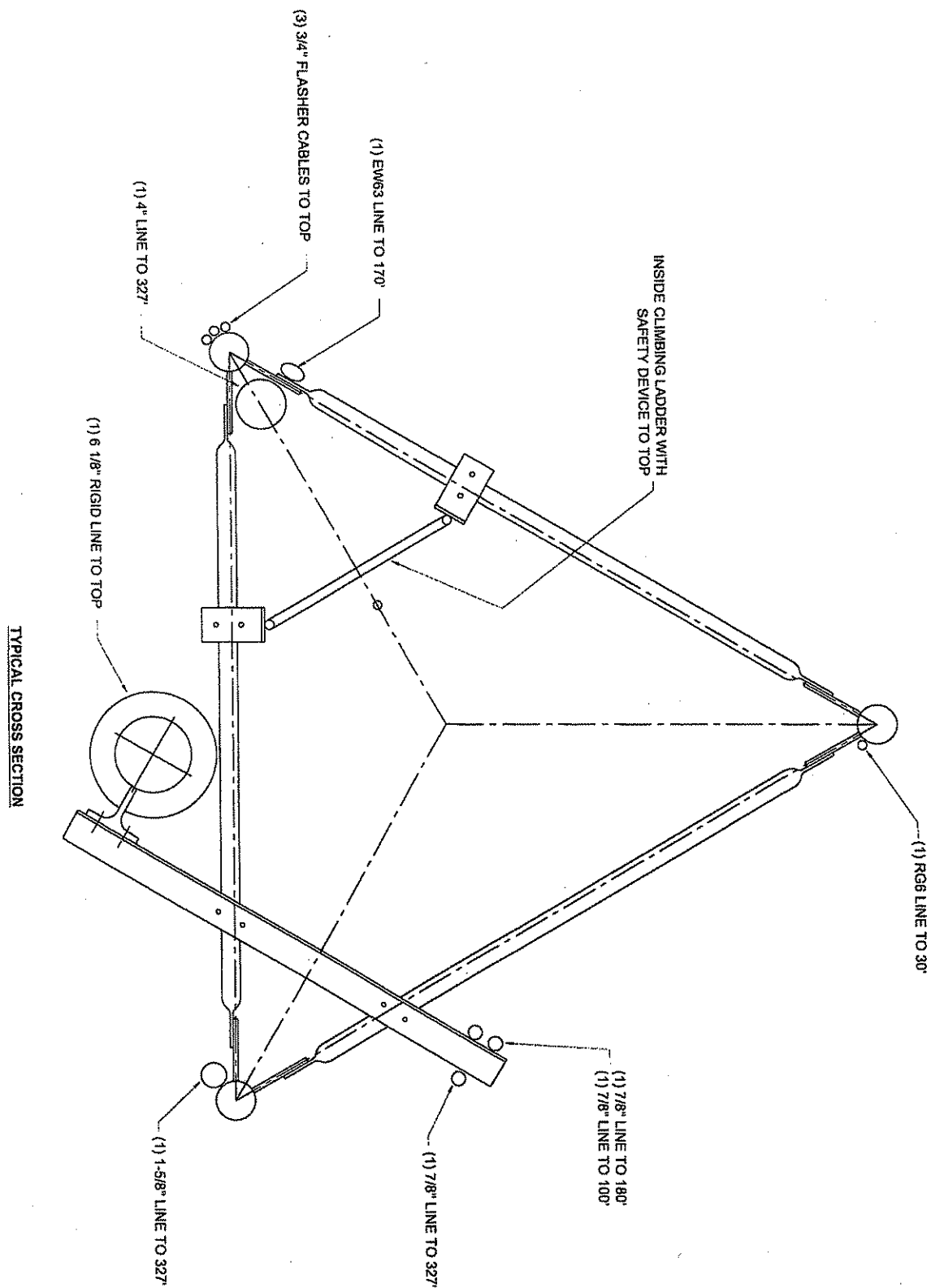
Customer hereby agrees and acknowledges that Stainless LLC shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Stainless LLC in connection with the implementation of any structural changes or modifications recommended by Stainless LLC including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that Stainless LLC shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor.

Stainless LLC
 JOB: 306802
 SITE: BECKLEY WV
 DATE: 5/30/2008
 PAGE: A-1

TOWER TYPE: G-5
 STD.: EIA RS-222-C
 LOAD CASE(S)
 50 PSF WIND NO ICE



- DISCRETE APPURTENANCES**
- | | ELEV. |
|---------------------------------|--------|
| 1. ICA W-1540-S | 424.1' |
| 2. ICA W-1540-S | 363.0' |
| 3. DESTRUCTION LIGHTS | 360.0' |
| 4. PSV-P40IC-10 (PROPOSED) | 327.0' |
| 5. DIELECTRIC BNC-6 | 327.0' |
| 6. TORQUE TRIANGLE | 275.8' |
| 7. BEACON | 240.0' |
| 8. (1) 10" DIA. DISH-RADOME | 180.0' |
| 9. (1) 6" DIA. DISH-RADOME | 120.0' |
| 10. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 11. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 12. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 13. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 14. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 15. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 16. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 17. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 18. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 19. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 20. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 21. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 22. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 23. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 24. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 25. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 26. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 27. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 28. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 29. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 30. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 31. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 32. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 33. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 34. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 35. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 36. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 37. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 38. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 39. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 40. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 41. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 42. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 43. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 44. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 45. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 46. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 47. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 48. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 49. (1) 8" GRID DISH (2700 MHZ) | 100.0' |
| 50. (1) 8" GRID DISH (2700 MHZ) | 100.0' |



TYPICAL CROSS SECTION



LINEAR APPURTENANCES
BECKLEY, WV

THIS DRAWING IS THE PROPERTY OF STAINLESS LLC AND TRANSMITTED IN CONFIDENCE AND THE REPRODUCTION, USE OR DISCLOSURE, IN WHOLE OR IN PART, OF THE DESIGN AND DETAILS CONTAINED HEREIN IS PROHIBITED WITHOUT THE PRIOR WRITTEN PERMISSION OF STAINLESS LLC.

REV	BY	DATE	REVISION DESCRIPTION	D.C.K	DATE	E.C.K	DATE	PREPARED BY	TC	52028
								CHECKED BY		
								ENGINEER REVIEW		
								PROJECT NUMBER	306802	
								DRAWING NUMBER	A-2	

Stainless LLC

PROPOSAL: EXHIBIT "A"

WV Public Broadcasting, WSWP-TV
 P.O. Box 9004
 Beckley, WV 25802
 Attention: Jeremy Scott

Lot 1. Modification materials to upgrade the existing 486.4 ft. Stainless G-5 tower located in Beckley, WV for the equipment as specified in Report 306802 and using the original design wind load rating of 50 psf in accordance with EIA Standard RS-222-C.

- a. Sub-bracing for the midpoints of each diagonal bracing panel at the following locations:

Locations	No. of bays
269.5' - 282.0'	2
100.8' - 163.3'	10

- b. Higher capacity diagonal braces for the following locations:

Locations	No. of bays
275.8' - 282.0'	1
257.0' - 269.5'	2
163.3' - 175.8'	2

- c. Temporary frame to be used during the installation of the new diagonals
 d. Engineering documentation regarding the recommendations made in Report 306802 for guy tensioning, installation/placement of overburden, and the necessary tower rigging

Lot 2. Erection Services will include installation of the above-mentioned materials. The complete list of services will include:

- a. Mobilization
- b. Off load material and equipment
- c. Inventory material
- d. Set up and rig tower
- e. Install sub-bracing at the midpoints of diagonal bracing panels specified above (12 bays total)
- f. Replace existing diagonal braces with new, higher capacity members at the locations specified above (5 bays total)
- g. Install 3.0 cubic yards of fill above each of the 3 guy anchors

- h. Remove Andrew ALP 32M2-HSO-53 antenna at the 327 ft. elevation (4" flex line to remain)**
- i. Install new PSI VLP4OIC-10 antenna at the 327 ft. elevation and connect to existing 4" transmission line (all antenna mounts to be supplied by PSI/others)**
- j. Assist with checkout of antenna and line**
- k. Perform tower plumb and tension to new values (4 levels, 3.0 to 11.3 kips)**
- l. Perform inspection of work completed, clean up punch list and document**
- m. Down rig and clean up site**
- n. De-mobilize**