



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

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
03/12/2010				

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 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 *****						
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

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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. 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 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).



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BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 SERVICES 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.</p>						

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER 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. 05/26/2009</p> <p>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</p>						

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

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<p>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.</p> <p>EXHIBIT 4</p> <p>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.</p> <p>REV. 3/88</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----BPH10075----- BID OPENING DATE:---4/15/2010----- BID OPENING TIME:---1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BPH10075 ***** TOTAL:						

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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

*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		
	GRAND TOTAL		

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

*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		
	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		
	Grand Total		

**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.

RFQ No. BPH10075

STATE 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.