



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
EBA228

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
06/24/2009				

BID OPENING DATE: 07/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-15		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR CONTRACTUAL SERVICES TO CHECK AND ADJUST PLUM OF WNPB-TV 518 FOOT TOWER, REMOVE TOP MOUNT ANALOG ANTENNA AND TRANSMISSION LINE, REMOVE AND INSPECT DIGITAL SIDE MOUNT ANTENNA AND REMOUNT TO TOP OF TOWER ACCORDING TO THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL, AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 7/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>ANTENNA 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</p>						

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	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."

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**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>THE BID. THE ENCLOSED DRUG-FREE WORKPLACE 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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 25 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN 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 PRESTON 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</p>						

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<p>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 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 BOND 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 &amp; STEEL IN PUBLIC WORKS</p>						

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<p><b>PROJECTS</b></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 ALUMINUM 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> <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>						

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SHIP TO	EDUCATIONAL BROADCASTING AUTHORITY 600 CAPITOL STREET CHARLESTON, WV 25301-1223	304-558-3400
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				<p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; 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 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>		

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	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	.....				
	NO. 2	.....				
	NO. 3	.....				
	NO. 4	.....				
	NO. 5	.....				
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					
	.....SIGNATURE					

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<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 CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>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.</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>REV. 5/2009</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          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</p>						

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				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				-----		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				-----		
				***** THIS IS THE END OF RFQ EBA228 ***** TOTAL:		_____

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TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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West Virginia Public Broadcasting is seeking quotes for removal of antennas and re-installing an antenna on the WNPB tower located in Cooper's Rock State Forest; Exit 15 off I-68, 13 miles east of Morgantown and 8 miles west of Bruceton Mills, in Preston County, WV. The project will remove a top mounted antenna, then move a side mounted antenna to occupy the top of tower position.

### General scope of work

Inspect the tower and check plumb and tensioning.

Using industry accepted practices, rig a 518 foot Stainless G5 tower with a gin pole or similar lifting mechanism.

Remove the antenna from the top of the tower and lower it to a truck for off-site disposal

Remove transmission line associated with the top antenna and place it in a truck for off-site disposal

Remove the side mount antenna; lower it to the ground for inspection and evaluation.

Lift the antenna to the top of the tower, and install; exhibit 1.

## SPECIFICATIONS

### **1. General**

- 1.1. Contractor shall have performed five (5) installations at heights and weights similar to this project within the past two (2) years.
- 1.2. Contractor shall inspect the tower for tightness of bolts, and security of line attachments.
- 1.3. The gin pole or other lifting device shall be certified by a registered professional engineer to be suitable for the loads and heights anticipated.
- 1.4 Analog & Digital Antenna specs attached; exhibits 2 and 3.

1.5 If crews are to be lifted by the hoist, the unit must be man-rated per OSHA directive CPL 2-1.36 (attached)

## **2. Subcontracting**

2.1. All workers shall be direct employees of the contractor with the exception of approved subcontractors as defined below

2.1.1. The company shall be wholly responsible for all aspects of the services, including but not limited to: safety, insurance, training, quality assurance, response time, and oversight

2.2 Subcontracting is accepted with the following stipulations:

2.2.1 An example of acceptable subcontracting would be mobilization of a crane, lift, or helicopter not usually in the company's equipment roster or area of training and operations.

2.2.2 All subcontracting shall be approved by West Virginia Public Broadcasting prior to proceeding.

## **3 Preparation**

3.1 Prior to tower rigging, the contractor shall:

3.1.1 Verify plumb and tensioning of the guy cables

3.1.2 Plumb and tensioning shall be performed in a zero wind condition

3.1.3 Prepare a temporary support structure for inspection and evaluation of the side mount antenna before it is moved to the top of the tower.

## **4 Scheduling**

4.1 If weather or other factors appear to be threatening broadcasting, contractor shall provide costs (time and materials) for implementing temporary measures

4.1.2 An example would be a detected defect in the side mount antenna causing a delay

## **5. Security**

5.1 The site is adjacent to a state forest/campground, so provisions are necessary to prevent injury to curious hikers and onlookers.

5.2 Contractor shall post signs at a safe distance warning of the hazards

5.3 At the end of each workday, all rigging and material shall be secured to guard against accident or vandalism

5.4 All lifts and power equipment shall be protected against unauthorized use by key or other locking device.

## **6 Materials**

6.1 All bolts removed shall be replaced with new unused bolts

6.2 All bolts shall be ASTM A 325 galvanized or equivalent

6.3 Consult the manufacturer's documents for size, length, and tightening procedures

6.4 Any flexible line that touches the tower steel shall be secured with a line support to prevent chafing

6.5 All hardware shall be non-ferrous or galvanized

## 7 Attachments

**DIRECTIVE NUMBER:** CPL 2-1.36

**EFFECTIVE DATE:** March 26, 2002

**SUBJECT:** Interim Inspection Procedures During Communication Tower Construction Activities

### ABSTRACT

- Purpose:** This instruction changes OSHA's inspection policy by removing the restriction on hoisting employees on the hoist line to their work stations if those work stations are lower than 200 feet. Otherwise, the original directive is unchanged and continues to ensure uniform enforcement by field enforcement personnel of the provisions addressing fall protection and safe access to communications towers during construction.
- Scope:** OSHA-wide.
- References:** Construction Safety and Health Standards, Subpart E, 29 CFR 1926.550 and Subpart M; American National Standard, ANSI - B30.7, Base Mounted Drum; Michigan Department of Consumer and Industry Services (MIOSHA) interim order from rule R408.4113 (1), Rule 1113(1); National Association of Tower Erectors (NATE) Guidelines for the Radio, Television, Communications Tower Industry; ANSI/TIA/EIA-222-F-1996, Structural Standard for Steel Antenna Towers and Antenna Supporting Structures;
- Cancellations:** This instruction cancels the prohibition contained in CPL 2-1.29 on hoisting persons on the hoist line to tower work stations below 200 feet.
- State Impact:** This instruction describes a Federal Program Change for which State adoption is not required.
- Action Offices:** National, Regional, and Area Offices.
- Originating Office:** Directorate of Construction
- Contact:** Mark Hagemann (202) 693-2345  
Directorate of Construction  
200 Constitution Ave., N.W., Room N3468  
Washington, DC 20210

By and Under the Authority of  
John L. Henshaw

- I. Purpose. This instruction revises inspection policy as it relates to safe access to communications towers during construction and removes the restriction on

hoisting employees on the hoist line to workstations below 200 feet. Otherwise the policies and procedures contained in the directive remain unchanged.

- II. Scope. This instruction applies OSHA-wide.
- III. References:
  - A. Construction Safety and Health Standards, Subpart E, 29 CFR 1926.550 and Subpart M;
  - B. American National Standard, ANSI - B30.7, Base Mounted Drum;
  - C. Michigan Department of Consumer and Industry Services (MIOSHA) interim order from rule R408.4113 (1), Rule 1113(1);
  - D. National Association of Tower Erectors (NATE) Guidelines for the Radio, Television, Communications Tower Industry;
  - E. ANSI/TIA/EIA-222-F-1996, Structural Standard for Steel Antenna Towers and Antenna Supporting Structures.
  - F. Occupational Safety and Health Act of 1970, Section 5(a)(1).
- IV. Application. This instruction applies only to the construction of new communications towers. Activities such as maintenance, retrofitting, and dismantling will be addressed in a future directive.
- V. Action. Regional Administrators and Area Directors shall ensure that compliance officers are familiar with the contents of this instruction and that the enforcement guidelines are followed.
- VI. Federal Program Change. This instruction describes a modification to a previously issued Federal Program Change for which State adoption is not required.

NOTE: In order to effectively enforce safety and health standards, guidance to compliance staff is necessary. Although adoption of this instruction is not required, States are expected to have standards, enforcement policies and procedures, which are at least as effective as those of Federal OSHA. States may accept employer compliance with the industry guidelines contained in this instruction as providing the necessary protection for worker access during tower erection.

- VII. Background. Accessing towers by the use of fixed ladders with attached climbing devices has been the preferred method as it provides conventional fall protection during ascent and descent of the structure.
  - A. Some representatives of the tower construction industry assert that continual climbing of high towers is physically demanding and can lead to stress and medical ailments over an extended period of time and may contribute to other safety problems including falls. To alleviate these problems, the industry has asked that employees be allowed to ride a hoist line to work stations on towers.
  - B. Since OSHA does not specifically address tower erection under its current standards but wishes to help reduce the accident and injury rates associated with tower erection, OSHA believes that the methods in Appendix A represent the best practices which can be implemented to safeguard employees while being hoisted to work stations on the tower.

- VIII. Compliance Guidelines for Fall Protection and Employee Access by Hoist During Communication Tower Construction Activities. For purposes of this directive, OSHA agrees that the hoist line may be used to hoist employees for access to tower work

When climbing the tower during construction activities, employees must be protected from falls using a fall arrest system meeting the criteria of 1926.502 or a ladder assist safety device meeting the requirements of 1926.1053(a). These are acceptable methods of accessing tower workstations regardless of height. All employees climbing or otherwise accessing towers must be trained in the recognition and avoidance of fall hazards and in the use of the fall protection systems to be used, pursuant to 1926.21 or where applicable, 1926.1060.

Some industry representatives have joined with OSHA in recommending that each employee six feet or more above a lower level should be protected from falling by a guardrail system, safety net system, ladder safety device, fall arrest system or positioning device system. However, current OSHA standards only require fall protection at heights of more than 25 feet.

- IX. Citation Guidelines. For hazards associated with falls once employees are at their workstation at levels in excess of 25 feet, employers who fail to provide fall protection shall be cited under 1926.105(a). Whenever an employer fails to follow the guidelines set forth in Appendix A, citations shall be issued under the applicable provisions of subpart N and, in the alternative, Section 5(a)(1) of the Occupational Safety and Health Act (the general duty clause) for hazards associated with work practices and equipment used to hoist employees on load lines to gain access to towers.



## APPENDIX A:

### Compliance Guidelines for Employee Access by Hoist During Communication Tower Construction Activities

#### Definitions:

**Crew Chief:** One who is authorized, designated, deemed competent and qualified by the employer.

**Anti-Two Blocking:** A positive acting device which prevents contact between the load block or overhaul ball and the top block (two-blocking), or a system which deactivates the hoisting action before damage occurs in the event of a two-block situation.

**Maximum Intended Load:** The total load of all employees, tools, materials, load lines and other loads reasonably anticipated to be applied to the hoist apparatus when an employee is hoisted.

**Competent Person:** One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate problems.

**Authorized Person:** A person approved or assigned by the employer to perform a specific type of duty or duties or to be at a specific location or locations at the job site.

**Qualified Person:** One who, by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work or the project.

**Gin Pole:** A device attached to the tower used to raise sections of tower steel or equipment into position.

**Specific Requirements.** Employees may be hoisted on the hoist line to reach work stations only if all of the following conditions are met. The Agency believes that strict adherence to the guidelines set forth in this Appendix will provide employers with the appropriate safety measures for access during tower erection.

**Training.** Before an employee is allowed to perform any job related to hoisting employees aloft for tower work, the employee shall receive training on safe access pursuant to these guidelines. The operator of the hoist shall have a thorough understanding of these guidelines pertaining to hoisting employees on the hoist line.

**Equipment.** An anti-two block device shall be used on all hoists, except where an employer can demonstrate that ambient radiation frequency (RF) precludes that use. In

such case, a site-specific safety and health program will be established and maintained on site to ensure that two blocking cannot occur and that effective communication between the hoist operator and personnel being hoisted is maintained. This program could include a cable marking system, an employee situated on the tower in a position to observe the top block, or any other system which will adequately ensure communication.

1. The rigging, hoist line and slings shall have a factor of safety of 10 against failure during personnel lift(s). The hoist line used to raise or lower employees shall be equipped with a swivel to prevent any rotation of the employees. The use of spin-resistant wire rope is prohibited when hoisting employees.
2. When hoisting personnel (versus material) the hoist capacity load rating shall be derated by a factor of 2 (reduced by half). All employees shall be provided with and required to use the proper personal protective equipment (including fall protection equipment) which shall be inspected before each lift.
3. Except where the employer can demonstrate that specific circumstances or conditions preclude its use, a guide line (tag line) shall be used to prevent the employees or the platform from contacting the tower during hoisting.
4. The gin pole shall be thoroughly inspected before use by a competent person to determine that it is free from defects, including but not limited to: damaged and/or missing members; corrosive damage; missing fasteners and broken welds at joints; and general deterioration.
5. The gin pole shall be attached to the tower as designed by a registered professional engineer. There shall be a minimum of two attachment locations: at the bottom of the gin pole and near the top of the tower being erected.
6. The personnel load capacity and material capacity of the lifting system in use shall be posted at the site near the location of the hoist operator. If the system is changed (for example, if the gin pole angle is changed), the posted capacity shall be changed accordingly.

**Trial Lift and Proof Testing.** A trial lift of the maximum intended personnel load shall be made from ground level to the location to which personnel are to be hoisted.

1. The trial lift shall be made immediately prior to placing personnel on the hoist line.
2. The hoist operator shall determine that all systems, controls and safety devices are activated and functioning properly.
3. A single trial lift may be performed for all locations that are to be reached from a single set-up position.
4. The hoist operator shall determine that no interference exists and that all configurations necessary to reach those work locations remain under the limit of the hoist's rated capacity as identified in paragraph 2(e), and additionally maintain a 10:1 factor of safety against failure.
5. The trial lift shall be repeated prior to hoisting employees whenever the hoist is moved and set up in a new location or returned to a previously used position.
6. After the trial lift, employees shall not be lifted unless the following conditions are met:

1. Hoist wire ropes are determined to be free of damage in accordance with the provisions of 29 CFR 1926.550;
  2. Multiple part lines are not twisted around each other; and,
  3. The proof testing requirements have been satisfied.
7. If the hoist wire rope is slack, the hoisting system shall be inspected to ensure that all wire ropes re properly seated on drums and in sheaves.
  8. A visual inspection of the hoist, rigging, base support and foundation shall be made by a competent person immediately after the trial lift to determine whether testing has exposed any defect or adverse effect upon any component of the structure.
    1. Any defects found during the inspection which may create a safety hazard shall be corrected, and another trial lift shall be performed before hoisting personnel.
    2. Prior to hoisting employees and after any repair or modification, the personnel rigging shall be proof tested to 125% of the greatest anticipated load by holding it in a suspended position for five minutes with the test load evenly distributed (this may be done concurrently with the trial lift).
    3. After proof testing, a competent person shall inspect the rigging. Any deficiencies found shall be corrected and another proof test shall be conducted.

**Pre-Lift Meeting.** A pre-lift meeting shall be held prior to the trial lift at each location. The pre-lift meeting shall:

1. Be attended by the hoist operator, employees to be lifted, and the crew chief;
2. Review the procedures to be followed and all appropriate requirements contained in this guideline; and
3. Be repeated for any employee newly assigned to the operation.

**Documentation.** All trial lifts, inspections and proof tests shall be documented, and the documentation shall remain on site during the entire length of the project. The pre-lift meeting shall be documented, and the documentation shall remain on site during the entire length of the project.

**Hoisting an Employee to the Work Station.** Except where an employer can demonstrate that specific circumstances or conditions preclude its use, a personnel platform must be used to hoist more than one employee to the work station. That personnel platform must meet the requirements of 29 CFR 1926.550 (g).

1. When a boatswains seat-type or full body seat harness is used to hoist employees, the following shall apply:
  1. No more than two employees may be hoisted at a time;
  2. The employee's harness shall be attached to the hook by a lanyard meeting the strength requirements of 29 CFR 1926.502;
  3. Only locking-type snap hooks shall be used; and

4. The harness shall be equipped with two side rings and at least one front and one back D ring.
5. The hoist line hook shall be equipped with a safety latch which can be locked in a closed position to prevent loss of contact.
2. When a personnel platform cannot be used, the following provisions must be followed.
  1. The maximum rate of travel shall not exceed 200 feet per minute when a guide line is used to control personnel hoists. When a guide line cannot be used, the rate of travel of the employee being hoisted shall not exceed 100 feet per minute.
  2. In all personnel hoist situations, the maximum rate shall not exceed 50 feet per minute when personnel being lifted approach to within 50 feet of the top block.
  3. The use of free-spooling (friction lowering) is prohibited. When the hoist line is being used to raise or lower employee(s), there shall be no other load attached to any hoist line, and no other load shall be raised or lowered at the same time on the same hoist.
  4. As-built drawings approved by a registered professional engineer shall provide the lifting capacity of the gin pole and shall be available at the job site.
  5. The gin pole raising line shall not be used to raise or lower employees. Employees must maintain 100% tie-off while moving between the hoist line and the tower.

**Communication Between the Hoist Operator and Hoisted Employees.** Employees being hoisted shall remain in continuous sight of and/or in direct communication with the operator or signal person.

1. In those situations where direct visual contact with the operator is not possible and the use of a signal person would create a greater hazard for the person being hoisted, direct communication alone, such as by radio, shall be used.
2. When radios are used, they shall be non-trunking closed 2-way selective frequency radio systems. When hand signals are used, the employees must use industry standardized hand signals as required by 1926.550(a)(4).

**Weather Conditions.** Employees shall not be hoisted during adverse weather conditions (high winds, electrical storms, snow, ice, sleet), or other impending danger, except in the case of emergency employee rescue. This determination shall be made by the competent person.

**Energized Power Lines.** The hoist system (gin pole and its base hoists) used to raise and lower employees on the hoist line, shall not be used unless the following clearance distances as recommended by ANSI are maintained at all times during the lift:

Power line voltage phase to phase (kV)	Minimum safe clearance (feet)
50 or below	10
Above 50 to 200	15
Above 200 to 350	20
Above 350 to 500	25
Above 500 to 750	35
Above 750 to 1,000	45

**Hydraulic Hoists (Drum Hoists).** The hoist used for personnel lifting shall meet the applicable requirements for design, construction, installation, testing, inspection, maintenance, modification, repair and operations as referenced in this Appendix and as prescribed by the manufacturer.

1. Where manufacturers' specifications are not available, the limitations assigned to the equipment shall be based on the determinations of a registered professional engineer. The hoist shall be positioned so that it is level and the distance between the drum and the foot block at the base of the tower will allow proper spooling of wire rope. The foot block shall be anchored to prevent displacement and be supported to maintain proper alignment.
2. The hoist shall be designed to lift materials and personnel with the same drum or drums. Any hoist that has been modified or repaired must be proof-tested to 125% of its rated capacity.
3. Rated load capacities, recommended operating speeds, and special hazard warnings or instructions shall be conspicuously posted on all hoists.
4. Belts, gears, shafts, pulleys, sprockets, spindles, drums, fly wheels, chains or other rotating parts, where exposed, shall be totally enclosed.
5. Personnel load capacity for the current configuration of the gin pole shall be posted within sight of the hoist operator.
  1. The hoist shall have an hour meter and a line speed limiter. The hoist shall be designed for and must use powered lowering.
  2. The alignment of hoist components shall be maintained within manufacturer's specified limits that prevent premature deterioration of gear teeth, bearings, splines, bushings, and any other parts of the hoist mechanism.
6. All exhaust pipes shall be guarded where exposed. An accessible fire extinguisher of 5BC rating or higher shall be available at the operator's station.
7. The hoist shall be serviced and maintained per the manufacturer's recommendations.

1. The operating manual developed by the manufacturer for the specific make and model hoist being used shall be maintained at the site at all times.
2. A hoist log book shall be used to record all hoist inspections, tests, maintenance and repair. The log shall be updated daily as the hoist is being used and shall be signed by the operator and/or crew chief. Service mechanics shall sign the log after conducting maintenance and repair. The log shall be maintained at the site.

**Hoist Mounting.** The hoist shall be installed following the manufacturer's mounting procedures to prevent excessive distortion of the hoist base as it is attached to the mounting surface.

1. Flatness of the mounting surface shall be held to tolerances specified by the hoist manufacturer.
2. The hoist shall be anchored so as to resist at least two times any reaction induced at the maximum attainable line pull and shall be anchored so that the hoist will not twist or turn.
3. If the hoist is mounted to a truck chassis, it shall be properly aligned and anchored in at least two corners to prevent movement, and the wheels shall be properly chocked.

**Drums.** The hoist drum shall be capable of raising or lowering 125% of the rated load of the hoist.

1. The hoist drum shall have a positive means of attaching the wire rope to the drum.
2. There shall always be at least three full wraps of wire rope on the hoist drum when personnel are being hoisted.
3. During operation, the flange shall be two times the wire rope diameter higher than the top layer of wire rope at all times.

**Brakes and Clutches.** Brakes and clutches shall be capable of arresting any over-speed descent of the load.

1. The hoist shall be provided with a primary brake and at least one independent secondary brake, each capable of stopping and holding 125% of the lifting capacity of the hoist.
  1. The primary brake shall be directly connected to the drive train of the hoisting machine, and shall not be connected through belts, chains, clutches or screw-type devices.
  2. The secondary brake shall be an automatic emergency-type brake that, if actuated during each stopping cycle, shall not engage before the hoist is stopped by the primary brake. When a secondary brake is actuated, it shall stop and hold the load within a vertical distance of 24 inches.

2. Brakes and clutches shall be adjusted, where necessary, to compensate for wear and to maintain adequate force on springs where used. Powered lowering must be used.
3. When power brakes having no continuous mechanical linkage between the actuating and braking mechanism are used for controlling loads, an automatic means shall be provided to set the brake to prevent the load from falling in the event of loss of brake actuating power.
4. Static brakes shall be provided to prevent the drum from rotating in the lowering direction and shall be capable of holding the rated load indefinitely without attention from the operator. Brakes shall be automatically applied upon return of the control lever to its center (neutral) position.
5. Brakes applied on stopped hoist drums shall have sufficient impact capacity to hold 1.5 times the rated torque of the hoist.

**Hoist Controls.** Power plant controls shall be within easy reach of the operator and shall include a means to start and stop, control speed of internal combustion engines, stop prime mover under emergency conditions, and shift selective transmissions.

1. All controls used during the normal operation of the hoist shall be located within easy reach of the operator at the operator's station.
2. Controls shall be clearly marked (or be part of a control arrangement diagram) and easily visible from the operator's station. Foot-operated pedals where provided, shall be constructed and maintained so the operator's feet will not readily slip off and the force necessary to move the pedals can be easily applied.
3. The controls shall be self-centering controls (i.e., "deadman" type) that will return the machine to neutral and engage the drum brakes if the control lever is released.

**Wire Rope and Rigging.** All wire rope and rigging shall be inspected daily before use.

1. All eyes in wire rope slings shall be fabricated with thimbles.
2. All eyes in wire rope slings shall:
  1. Be made with swaged-type fittings; and,
  2. Be field fabricated by a qualified person or factory made.

**Hoist Operator.** The hoist operator shall have classroom training, a minimum of 40 hours experience as a hoist operator, not less than 8 hours experience in the operation of the specified hoist or one of the same type, and demonstrated the ability to safely operate the hoist.

1. The employer shall not allow an employee to operate a hoist when that employee is physically or mentally unfit.
2. The hoist operator shall be responsible for those operations under his/her direct control.
3. Whenever there is any doubt as to safety, the operator shall have the authority to stop and refuse to handle the load until safety has been assured.

4. The hoist operator shall remain at the controls at all times when personnel are on the hoist line.
5. Before starting the hoist, the operator shall ensure that:
  1. The daily inspection has been conducted;
  2. All controls are in the "off" position; and,
  3. All personnel are in the clear.

**Hoist Inspections.** Each day before use all hoists shall be visually inspected by a qualified person.

1. All hoists shall be inspected thoroughly at three-month intervals by a qualified person, as will any hoists that have been idle for more than one month but less than six months. Such inspection will include a hands-on operation of all moving parts to ensure that they are intact and will properly function before being put into service.
2. All hoists shall undergo a tear-down inspection annually unless the following conditions exist that allow for less frequent tear-down inspections:
  1. A hoist that has been idle for a period of over six (6) months shall be given an annual inspection which includes the hoist being completely disassembled, cleaned and inspected. Parts such as pins, bearings, shafts, gears, brake plates, etc. found worn, cracked, corroded, distorted or otherwise non-functional must be replaced before the hoist is used.
  2. Hoists with infrequent to moderate usage (hoists that have been used for fifty (50) hours or less per month and normally operate at considerably less than the hoist rated capacity based on the average use over a month) may go up to thirty-six (36) months between tear-down inspections if serviced under a preventive maintenance program (as specified by the manufacturer) that includes annual hydraulic oil sample analysis. An oil sample analysis, meaning a laboratory analysis, is used to evaluate the mechanical integrity of the hoist. Oil in these hoists shall be changed at least on an annual basis, just after the oil analysis is performed. Hoists not subjected to recommended oil sample analysis shall undergo an annual tear-down inspection.
3. Hoists that experience heavy usage (hoists that are used for more than fifty (50) hours per month) may go up to twenty-four (24) months between tear-down inspections if serviced under a preventive maintenance program as in (2) above.
4. Any rebuilt hoist assembly must be line pull tested to the rated load. The hoist drum must be rotated several times in both raising and lowering directions under full-rated load, while checking for smooth operation.



**Request For Quotation EBA228****9 Pricing Page**

Base Price \$ \_\_\_\_\_

Add Alternate  
Temporary Measures \$ \_\_\_\_\_  
Due to Delays  
Per 4 Scheduling

The award will be made based upon the Base Price.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E), as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

RFQ No. \_\_\_\_\_

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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. 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>.

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.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_