



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  
 EBA326

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/29/2010				

BID OPENING DATE: 12/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		840-10		
ANTENNAS AND ACCESSORIES, TELEVISION  REQUEST FOR QUOTATION  THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY TO PROVIDE (1) DIGITAL CHANNEL 34 SIDE MOUNT ANTENNA WITH RADOME, WHICH INCLUDES A TRANSMISSION LINE TO ADAPTER OF ANTENNA AND TOWER MOUNTING ADAPTERS.  ATTACHMENTS: BID SHEETS PURCHASING AFFIDAVIT  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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11/29/2010				

BID OPENING DATE: 12/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 31</p> <p>RFQ. NO.: EBA326</p> <p>BID OPENING DATE: 12/16/2010</p> <p>BID OPENING TIME: 01:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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## **RFQ EBA326**

**The West Virginia Educational Broadcasting Authority is conducting a request for quotations for a digital capable Channel 34 broadcast television side mount antenna.**

### **Overview:**

**West Virginia Public Broadcasting operates WPBY-DT in Huntington, WV. Two of three bays have failed on the existing antenna, and the station is operating at a reduced power under a Special Temporary Authority issued by the FCC. This project will place a temporary antenna in service in preparation for the replacement and upgrade of the primary antenna. The placement of the temporary antenna is time critical.**

- 1 General Mechanical Specifications**
- 2 Transmission line**
- 3 Antenna Gain and Pattern**
- 4 Tower Specifics**
- 5 Attachments**
- 6 Shipping and Delivery**
- 7 Invoicing and Billing**

## 1 General Mechanical Specifications

- 1.1 All structural elements shall be designed and fabricated in accordance with TIA/EIA standard RS-222-G, Structural Standards for Steel Antenna, Towers, and Supporting Structures
- 1.2 All hardware shall be constructed of non-ferrous material (Brass, Copper, Stainless Steel, etc) or be Galvanized
  - 1.2.1 Steel elements shall be hot-dip galvanized in accordance with ASTM A123
  - 1.2.2 Zinc coating shall be applied with a minimum thickness of 0.002 inches (0.05 mm) in accordance with Metco Specification MS-108A
- 1.3 Vendor shall provide mounting adapters for each antenna
- 1.4 Vendor shall certify the directional pattern and gain for each antenna
- 1.5 All antennas, transmission lines, and connectors shall be rated for the power level indicated
- 1.6 All materials shall be new, no surplus or refurbished components are allowed
- 1.7 Antenna shall be supplied with a radome for operation in icing conditions

## **2 Transmission line**

- 2.1 There is an existing 6 1/8 rigid coaxial line currently in service which terminates just below the top of steel on the tower.
  - 2.1.1 There is a 75 to 50 Ohm transformer at the termination point.
- 2.2 EBA can provide adapters to reduce to 3 1/8 and 1 5/8 EIA flange
- 2.3 Vendor shall provide transmission line from adapter to antenna
  - 2.3.1 Antenna input connector size and interconnecting line is at vendor's discretion
- 2.4 All components must be rated greater than 3000 watts DTV average power

## **3 Antenna Gain and Pattern**

- 3.1 Antenna shall operate on Channel 34
- 3.2 Antenna shall exhibit a peak directional gain of 16 dB referenced to halfwave dipole
- 3.3 Antenna shall have a directional pattern indicated by polar plot and tabulation attached
- 3.4 Antenna shall be rated above 3000 watts DTV average power
- 3.5 Antenna shall have a 50 ohm impedance
  - 3.5.1 Antenna shall exhibit a VSWR of less than 1.1:1
- 3.6 Beam tilt shall be 1.2 degrees

#### **4 Tower Specifics**

4.1 The tower is a Stainless G7

4.2 Site drawing showing tower orientation is attached

4.2.1 Azimuth is reference to True North

4.3 Vendor shall provide mounts for proper azimuth orientation

4.3.1 Antenna tabulation and polar plot are attached

## 5 Attachments

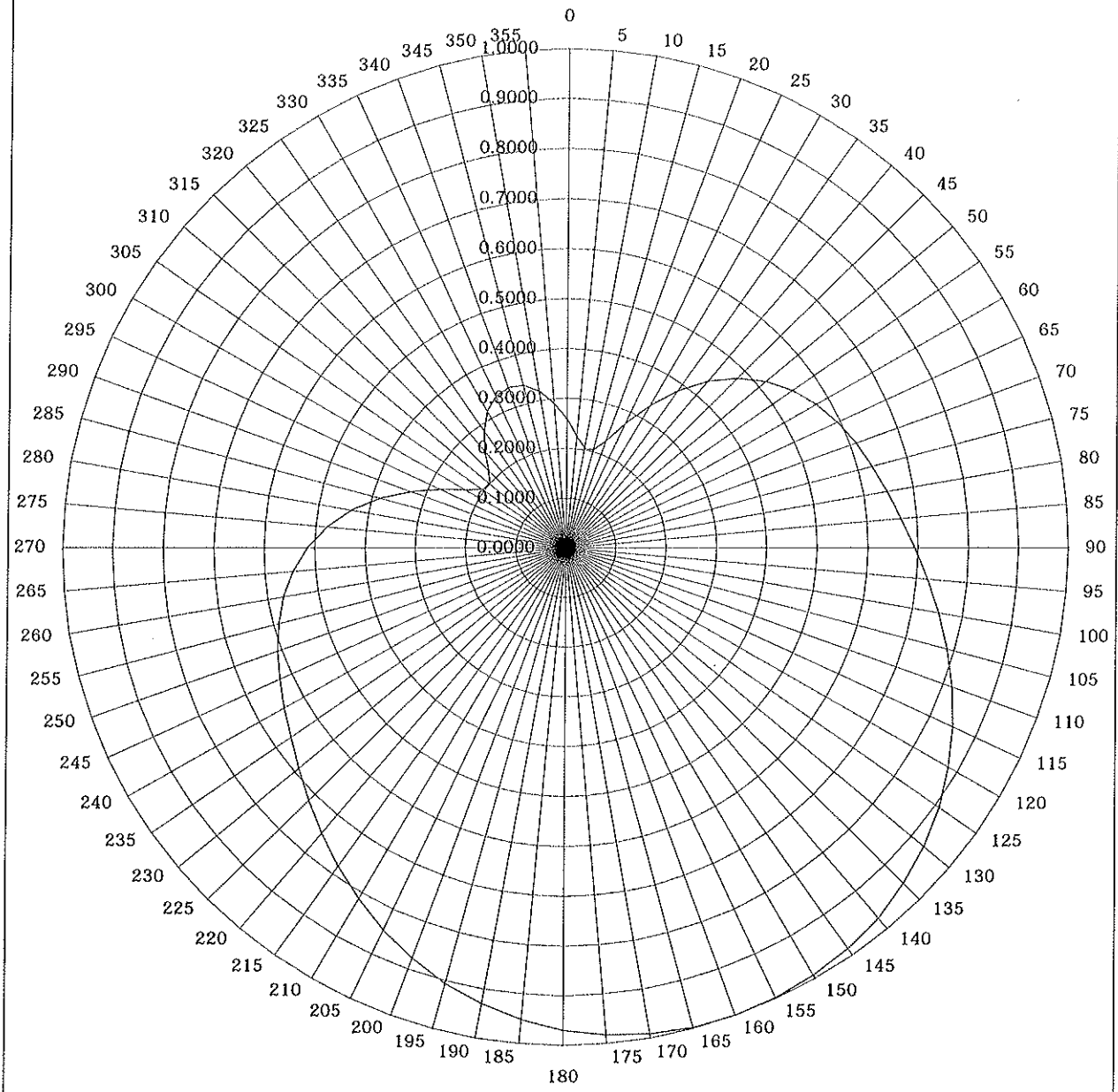
5.1 Drawing of tower azimuth

5.2 Tabulation of gain

5.3 Polar plot of gain



# RELATIVE FIELD AZIMUTH PATTERN



DIELECTRIC - 881-24  
ORIENTED WITH BEAM MAXIMA AT 160°  
MAXIMUM GAIN (HORIZONTAL AND VERTICAL PATTERN): 17.7 DBD

**KESSLER & GEHMAN**  
TELECOMMUNICATIONS CONSULTING ENGINEERS  
507 N.W. 60th Street, Suite C  
Gainesville, Florida 32607

**WPBY-DT**  
**HUNTINGTON, WV**  
20030220  
EXHIBIT E4B

## WPBY-DT

## HUNTINGTON, WEST VIRGINIA

TABULATION OF RELATIVE FIELD FOR PROPOSED DIRECTIONAL ANTENNA

<u>AZIMUTH</u>	<u>RELATIVE FIELD</u>	<u>AZIMUTH</u>	<u>RELATIVE FIELD</u>
N000°E	0.254	N180°E	0.970
N005°E	0.221	N185°E	0.952
N010°E	0.200	N190°E	0.931
N015°E	0.202	N195°E	0.907
N020°E	0.229	N200°E	0.879
N025°E	0.275	N205°E	0.849
N030°E	0.328	N210°E	0.816
N035°E	0.382	N215°E	0.783
N040°E	0.433	N220°E	0.751
N045°E	0.478	N225°E	0.720
N050°E	0.515	N230°E	0.691
N055°E	0.546	N235°E	0.666
N060°E	0.571	N240°E	0.645
N065°E	0.591	N245°E	0.626
N070°E	0.609	N250°E	0.609
N075°E	0.626	N255°E	0.591
N080°E	0.645	N260°E	0.571
N085°E	0.666	N265°E	0.546
N090°E	0.691	N270°E	0.515
N095°E	0.720	N275°E	0.478
N100°E	0.751	N280°E	0.433
N105°E	0.783	N285°E	0.382
N110°E	0.816	N290°E	0.328
N115°E	0.849	N295°E	0.275
N120°E	0.879	N300°E	0.229
N125°E	0.907	N305°E	0.202
N130°E	0.931	N310°E	0.200
N135°E	0.952	N315°E	0.221
N140°E	0.970	N320°E	0.254
N145°E	0.983	N325°E	0.288
N150°E	0.992	N330°E	0.317
N155°E	0.998	N335°E	0.335
N160°E	1.000	N340°E	0.341
N165°E	0.998	N345°E	0.335
N170°E	0.992	N350°E	0.317
N175°E	0.983	N355°E	0.288

MAXIMUM OF 1.000 AT N160°E  
MINIMUM OF 0.200 AT N010°E AND N310°E

**KESSLER & GEHMAN**

TELECOMMUNICATIONS CONSULTING ENGINEERS

507 N.W. 60th Street, Suite C  
Gainesville, Florida 32607

**WPBY-DT  
HUNTINGTON, WV**

20030220

EXHIBIT E4A

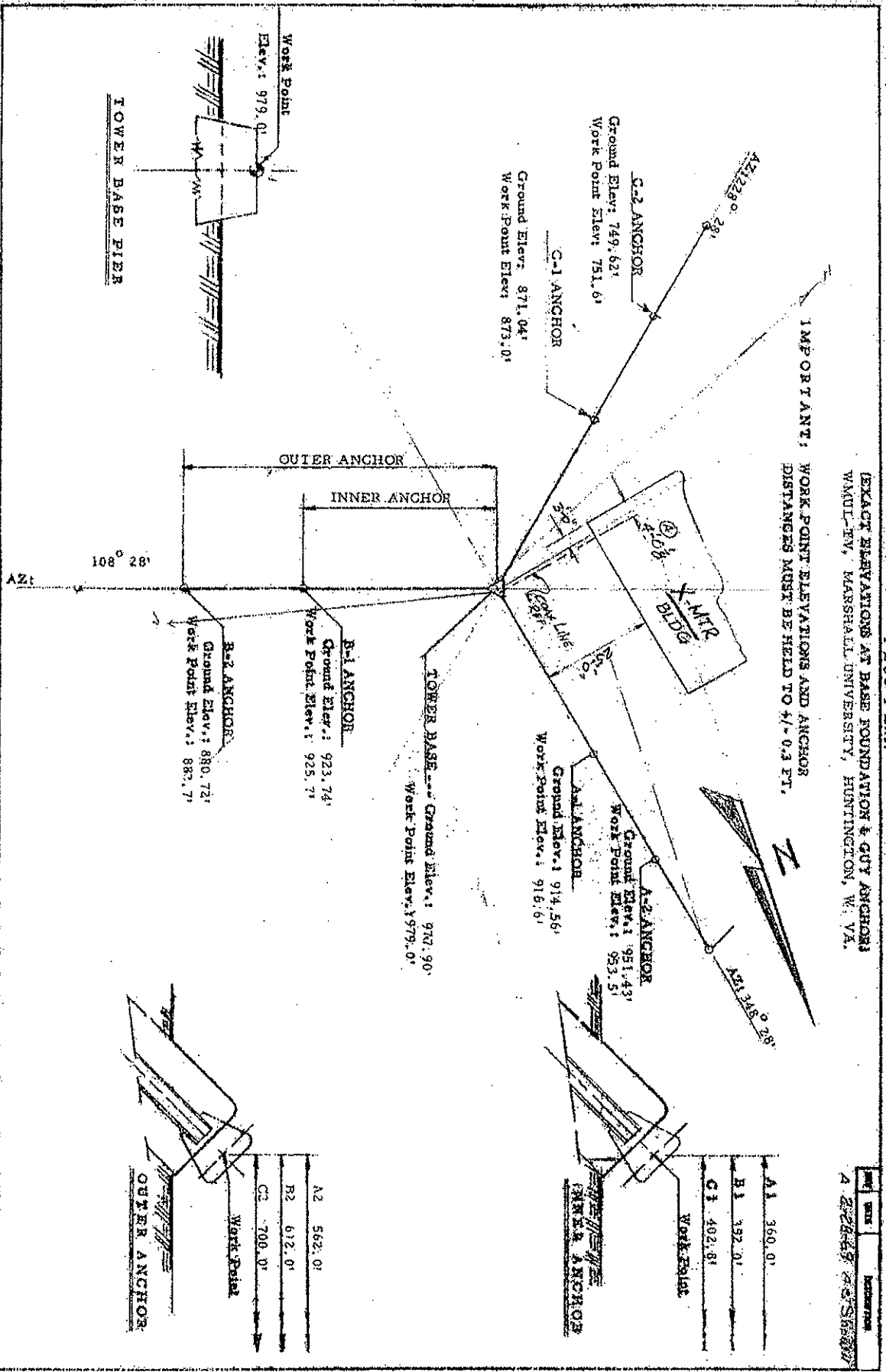
AP/beam  
1-7-69

STANLUX INC.  
PLOT PLAN

DATE: 5/21/61  
PROJECT NO: 2057-1

EXACT ELEVATIONS AT BASE FOUNDATION & GUY ANCHORS  
WADL-EM, MARSHALL UNIVERSITY, HUNTINGTON, W. VA.

IMPORTANT: WORK POINT ELEVATIONS AND ANCHOR  
DISTANCES MUST BE HELD TO +/- 0.3 FT.



Approved: [Signature]

## **6 Shipping and Delivery**

6.1 Vendor shall provide shipping and it will be included in equipment pricing.

6.2 The receiving facility will be the WPBY Transmitter site

9283 Barker's Ridge Church Road

Milton, WV 25541

6.3 Shipper shall provide 24 hours notice to arrange off-loading

Contact Dave McClanahan

600 Capitol Street

Charleston, wv 25302

Office 304-556-4914

Cell 304-533-6808

Backup Jeff Queen 304-533-6810

Backup Ernie Maggard 304-533-6811

## **7 Invoicing and Billing**

7.1 The billing address is:

West Virginia Public Broadcasting

PO Box 9004

Beckley, wv 25802

Jeff Bennett

304-254-7899

**EBA326 Pricing Page Digital Channel 34 Sidemount Television Broadcast Antenna**

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Digital Channel 34 Side Mount antenna with Radome	_____	_____
1	Transmission Line (from main tower transmission line to adapter of antenna)	_____	_____
1 lot	Antenna to tower mounting adaptors	_____	_____
Total			_____

Shipping shall be included in equipment pricing.

---

Signature of Vendor Representative Submitting Bid Date

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

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 exceed 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** \_\_\_\_\_