

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

State of West Virginia **Master Agreement**

Order Date: 09-27-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0439 0439 EBA2100000003 2	Procurement Folder:	769531
Document Name:	CENTRALIZED MASTER AGREEMENT- NORTHERN DISTRICT	Reason for Modification:	
Document Description: EBAr68757r2 TOWER SERVICES		CHANGE ORDER #1, TO R	ENEW CONTRACT
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-10-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-14

		VENDOR				DEPARTMENT CONTACT
PILLAF	or Customer Code: R INNOVATIONS LLC RPORATE DR	00000018693	9		Requestor Name: Requestor Phone: Requestor Email:	Cecil Dale Malcomb (304) 254-7858 dmalcomb@wvpublic.org
US	TSVILLE	304-983-8900	MD Extens	21536-1259		
Disco	ount Details:				22	
	Discount Allowed	Discount Per	entage	Discount Days		
#1	No	0.0000		0	FILE L	OCATION
#2	No	***				
#3	No		56000036		-	
#4	No					

	INVOICE TO		SHIP TO
CHIEF FINANCIAL OFFICER		PURCHASING ADMINISTRATOR	
EDUCATIONAL BROADCASTING		EDUCATIONAL BROADCASTING	
124 INDUSTRIAL PARK RD		600 CAPITOL ST	
BEAVER	WV 25813	CHARLESTON	WV 25301-1223
us		us	

Purchasing Division's File Copy

Total Order Amount:

ENTERED

Open End

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION Robert m Pou I

DATE: 10/12/202/ **ELECTRONIC SIGNATURE ON FILE**

Date Printed: Oct 1, 2021 Order Number: CMA 0439 0439 EBA2100000003 2

Page: 1

FORM ID: WV-PRC-CMA-002 2020/01

Extended Description:

CHANGE ORDER NO. 1

TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITION, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

EFFECTIVE DATE OF RENEWAL: 10/15/21 THROUGH 10/14/22

RENEWALS REMAINING: 2

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141118			EA	0.000000
	Service From	Service To			

Commodity Line Description:

Tower, Antenna, Transmission Line, and Site Maintenance or R

Extended Description:

Tower, Antenna, Transmission Line, and Site Maintenance or Repair

Use the pricing page attached to header

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72141118	53ta 100760 000000 0000		EA	0.000000
	Service From	Service To			

Commodity Line Description:

Tower Lighting Maintenance or Repair

Extended Description:

Tower Lighting Maintenance or Repair

Use the pricing page attached to header

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81101700			EA	0.000000
	Service From	Service To			

Commodity Line Description:

Electrical Maintenance or Repair

Extended Description:

Electrical Maintenance or Repair

Use the pricing page attached to header

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	56111905			EA	0.000000
	Service From	Service To			

Commodity Line Description:

Parts will be multiplied by \$1.20

Extended Description:

Parts will be multiplied by \$1.20

Use the pricing page attached to header

Date Printed: Oct 1, 2021 Order Number: CMA 0439 0439 EBA2100000003 2 Page: 2 FORM ID: WV-PRC-CMA-002 2020/01

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72141702			EA	0.000000
	Service From	Service To			

Commodity Line Description:

Equipment Rental / This is at cost

Extended Description:

Equipment Rental / This is at cost.

Use the pricing page attached to header

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81101700			EA	0.000000
	Service From	Service To			

Commodity Line Description:

RoundTrip Travel Time fr: Vendor's office to Agency District

Extended Description:

Round Trip Travel Time from Vendor's office to Agency District per traveler. see section 5.2 of the specification for example

Use the pricing page attached to header

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 FORM ID: WV-PRC-CMA-002 2020/01



Dale Malcomb

Purchasing Coordinator

Phone: (304) 254-7858

Email:

dmalcomb@wvpublic.org

Todd Hetrick

Dept Manager - Tower Services & Telecommunications

Pillar Innovations LLC

104 Corporate Drive

Morgantown, WV 26501

Phone: (301) 616-6344

Fax:

(304) 983-8905

Email: ToddHetrick@PillarInnovations.Com

Subject: Renewal of contract# EBAr68757r2 / CMA_0439_EBA2100000003, tower services, Northern

District.

Dear Mr. Hetrick:

The State of West Virginia is offering to renew subject contract under the same terms, conditions, and pricing. The renewal dates are October 15th, 2021, through October 14th, 2022. If your company agrees to this renewal, please sign below, and return the original to my attention as soon as possible. I have also attached a Purchasing Affidavit which must be completed and returned as well. If your company is unable to have the affidavit notarized due to CoVid restrictions, you must send the completed affidavit (unnotarized) and include a signed, dated letter on company letterhead stating this.

August 19th, 2021

Please call if you have any questions.

Very truly yours,

C. Dale Malcomb

Attachment

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Date

APO Capitol St. Challeson, W.V. 28301 7 (204) 380-1996 A Secretary that West Victoria Educational Broadcasting Authority

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: Vendor's Name: Pillor Imouations LLC Authorized Signature: Date: 8/25/21 State of Wost Virginia County of Monongalia, to-wit: Taken, subscribed, and sworn to before me this 5 day of August, 2021. My Commission expires July 15, 2021. AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL

Purchasing Affidavit (Revised 01/19/2018)

JUDY D SANKBEIL

State of West Virginia
My Commission Expires July 15, 2026
966 BREAVIRON HILL ROAD MORGANTOWN, WY 25588

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

PILLAR INNOVATIONS, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	1/22/2007		1/22/2007	Foreign	Profit			

Organizati	on Information		
Business Purpose	3332 - Manufacturing - Machinery Manufacturing - Industrial Machinery Manufacturing (food product, semiconductor, sawmill, woodworking, paper, printing)	Capital Stock	
Charter County		Control Number	90949
Charter State	MD	Excess Acres	
At Will Term	Т	Member Managed	MGR
At Will Term Years	93	Par Value	
			Not Specified

Authorized Shares	Young Entrepreneur	

Addresses	
Туре	Address
Designated Office Address	92 CORPORATE DRIVE GRANTSVIILLE, MD, 215361259
Mailing Address	92 CORPORATE DRIVE GRANTSVILLE, MD, 215361259 USA
Mailing Address	ROGER L CUTRIGHT, ESQ PO BOX 842 MORGANTOWN, WV, 26507 USA
Notice of Process Address	PILLAR INNOVATIONS, LLC 104 CORPORATE DRIVE MORGANTOWN, WV, 26501
Principal Office Address	92 CORPORATE DRIVE GRANTSVILLE, MD, 215361259 USA
Туре	Address

Officers	
Туре	Name/Address
	JUSTIN STEPHENS-MEMBER 104 CORPORATE DRIVE MORGANTOWN, WV, 26501 USA
Manager	SHAWN R. BENDER 92 CORPORATE DRIVE GRANTSVILLE, MD, 21536
Manager	MERLIN M BEITZEL 333 CORPORATE DRIVE GRANTSVILLE, MD, 21536
Member	ERIC GUTHRIE 92 CORPORATE DRIVE GRANTSVILLE, MD, 21536 USA

Member	MERLIN BEITZEL - MEMBER 92 CORPORATE DRIVE GRANTSVILLE, MD, 21536 USA
Member	SHELDON MAUST-MEMBER 92 CORPORATE DRIVE GRANTSVILLE, MD, 21536 USA
Туре	Name/Address

Annual Reports
Filed For
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Friday, October 1, 2021 — 11:18 AM

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