

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 EBA2100000005 2	Procurement Folder:	793729
Document Name:	CENTRALIZED MASTER AGREEMENT-SOUTHERN DISTRICT	Reason for Modification:	
Document Description:	EBAr68757r2 TOWER SERVICES	CHANGE ORDER #1, TO RE	NEW 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

	VEN	DOR			DEPARTMENT CONTACT
Vendor Custome	r Code: 000000	186939		Requestor Name:	Cecil Dale Malcomb
PILLAR INNOVAT	TONS LLC			Requestor Phone:	(304) 254-7858
92 CORPORATE	DR			Requestor Email:	dmalcomb@wvpublic.org
GRANTSVILLE		MD	21536-1259		
US					
Vendor Contact	Phone: 304-983-89	900 Extens	ion:		
Discount Detai	ls:				
Discount	Allowed Discoun	t Percentage	Discount Days	- 2	_
#1 No	0.0000		0	Ell E	LOCATION
#2 No				_	LOCATION
				_	
#3 No				_	

	INVOICE TO		HIP TO
CHIEF FINANCIAL OFFICER		PURCHASING ADMINISTRATOR	
EDUCATIONAL BROADCASTING	3	EDUCATIONAL BROADCASTING	
124 INDUSTRIAL PARK RD		600 CAPITOL ST	
BEAVER	WV 25813	CHARLESTON	WV 25301-1223
us		us	

10-4.21 BA- Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

Zunda Harper

DATE:

10/01/2021

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE & Story

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

Polen m ron IT DATE: 10/12/2021

ELECTRONIC SIGNATURE ON FILE

10/12/2021

Date Printed: Oct 1, 2021 Order Number: CMA 0439 0439 EBA2100000005 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			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	1000 2000		

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:
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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

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Dale Malcomb

August 19th, 2021

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 EBA2100000005, tower services, Southern

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.

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.

Justin Stephens Name UP of Operations

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: Pillar Innovations LLC Vendor's Name: Authorized Signature: Date: State of Taken, subscribed, and sworn to before me this day of My Commission expires AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL JUDY D SANKBEIL

State of West Virginia My Commission Expires July 15, 2026 966 BREAKIRON HILL ROAD MORGANTOWN, WV 26586 Purchasing Affidavit (Revised 01/19/2018)

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		

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

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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