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

## Request for Quotation

BFQ:NUMBER BPH10076

1

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-558-0067

Hadralladhadhadhdal CellXion Bruce Duckworth 5031 Hazel Jones Road Bossier City, LA 71111

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

3<u>04-558-0067</u> SYSTEM

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

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 03/10/2010 BID OPENING DATE 04/08/2010 BID OPENING TIME 01:30PM LINE CAT. QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE driginal contract and shall be limited to two (2) one 1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IN THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN dauses (including but not limited to delays in trans-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY dRDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED WENDOR



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RFQ NUMBER BPH10076 PAGE 3

DDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

304-558-0067

HEALTH AND HUMAN RESOURCES BPH - TRAUMA & EMERGENCY CARE SYSTEM

VARIOUS LOCALES AS INDICATED ON PURCHASE ORDER

FREIGHTTERMS FOB. SHIP VIA DATE PRINTED TERMS OF SALE: 03/10/2010 01:30PM BID OPENING TIME BID OPENING DATE: 04/08/2010 CAT NO UNIT PRICE AMOUNT HOP ITEM NUMBER LINE QUANTITY ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES **BANKRUPTCY:** FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY BLECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 INOUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF QUESTIONS MAY BE SENT 3/24/2010. BUSINESS ON VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE N VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF HOSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE ELEPHONE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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## Request for Quotation

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PAGE 4

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM

ADDRESS CORRESPONDENCE TO ATTENTION OF

VARIOUS LOCALES AS INDICATED
ON PURCHASE ORDER

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ON PURCHASE ORDER

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ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER
304-558-0067

HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM
VARIOUS LOCALES AS INDICATED

ADDRESS CHANGES TO BE NOTED ABOVE

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

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HEALTH AND HUMAN RESOURCES
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ROBERTA WAGNER B04-558-0067

Cellxion Jon Maule 5031 Hazel Jones road Bussiey City, LA 7111

HEALTH AND HUMAN RESOURCES oH-p BPH - TRAUMA & EMERGENCY CARE SYSTEM VARIOUS LOCALES AS INDICATED ō ON PURCHASE ORDER

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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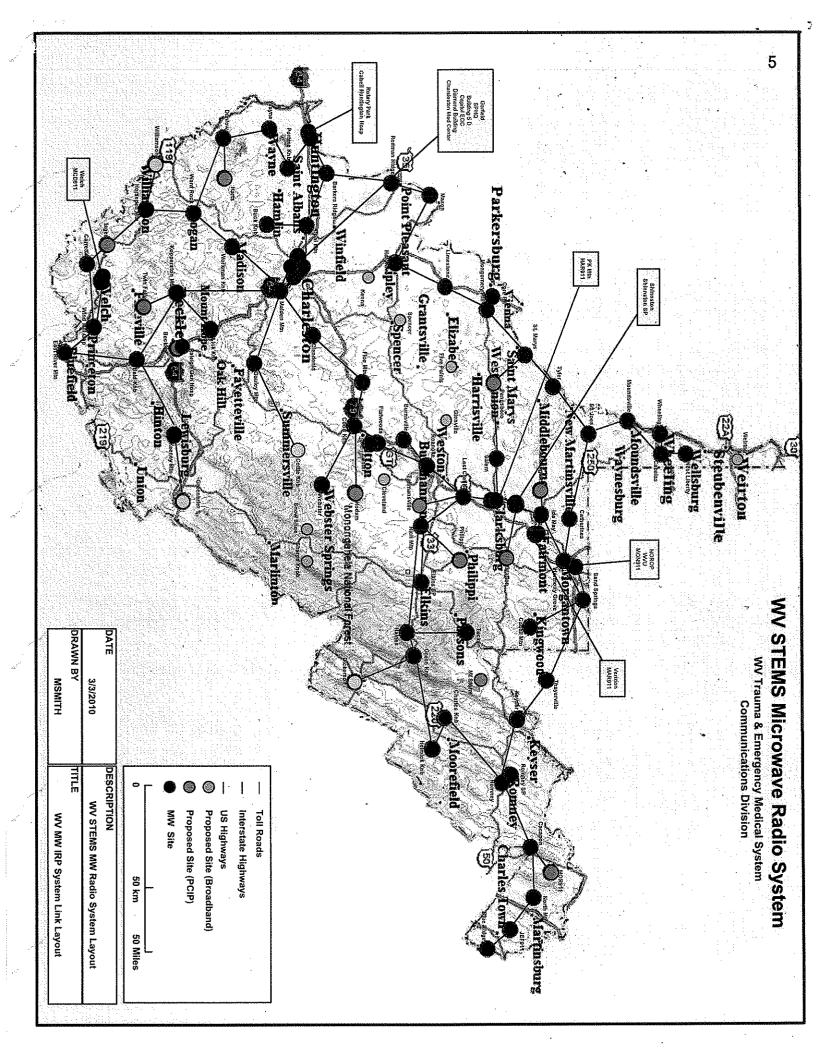
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Request for Proposal No. BPHIOO76

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BID SCHEDULE STATE OF WV RFQ # BPH10076

Bidder: CellXion, LLC Bid Opening Date: April 8, 2010

A Division of Sabre Industries, Inc.

Estimated Annual Order	Description	Unit Price	Total Price	Est.Freight to Charleston WV- per shelter	Est. Freight to Weston, WV - per shelter	Est. Freight to Clarksburg, WV per shelter
4	10' w x 10' l x 10' h (nominal) single	\$22,515.00	\$22,515.00	\$3,600.00	\$3,900.00	\$3,900.00
9	10' w x 20' l x 10' h (nominal) single	\$26,940.00	\$161,640.00	\$3,600.00	\$3,900.00	\$3,900.00
1	10' w x 24' l x 10' h (nominal) single	\$29,520.00	\$29,520.00	\$4,000.00	\$4,400.00	\$4,400.00
	12' w (11'6") x 20' l x 10' h (nominal) single	\$27,680.00	\$27,680.00	\$4,000.00	\$4,400.00	\$4,400.00
2	10' w x 20' l x 10' h (nominal) double long - (2) 10' x 10' sections	\$40,990.00	\$81,980.00	\$7,200.00	\$7,800.00	\$7,800.00
	24' w x 30' l x 10' h (nominal) double wide -	\$65,997.00	\$65,997.00	\$16,600.00	\$16,600.00	\$16,600.00
2	20' w x 20' l x 10' h (nominal) double wide - (2) 10' x 20' sections	\$60,900.00	\$121,800.00	\$9,000.00	\$9,000.00	\$9,000.00
2	10' w x 12' I x 10"' h Special Application - Sled Bottom on I-Beam (2 of these would be required for the double long 10x20)	\$6,150.00	\$12,300.00	See Note 1	See Note 1	See Note 1
	10' w x 22'   Special Application - Sled Bottom on i-Beam (2 of these would be	\$7,495.00	\$7,495.00	See Note 1	See Note 1	See Note 1
	10' w x 26'   Special Application - Sled Bottom on I-Beam	\$8,430.00	\$8,430.00	See Note 1	See Note 1	See Note 1
-	11'6" w x 22' I Special Application - Sled	\$7,690.00	\$7,690.00	See Note 1	See Note 1	See Note 1
	12' w x 32' I Special Application - Sled Bottom on I-Beam (2 required for doublewide	640 000	\$20.320.00	See Note 1	See Note 1	See Note 1
2	(24×30)	\$10,100.00	\$50,050.00			

Note 1 - Shipping cost will increase between \$500 and \$1,000. per load when adding the drag sled to the shelter, as it will increase the weight and height.



A Division of Sabre Industries, Inc.

April 6, 2010

State of West Virginia Department of Administration **Purchasing Division Building 15** 2019 Washington Street East Charleston, WV 25305-0130

**Quote No:** 

C10-4159

Shelter:

10' x 10' Concrete Shelter

Project:

RFQ# BPH10076 - State of WV

## **Concrete Shelter Specifications:**

### Shelter Loads/Dimensions:

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Programme Commence and Commence	252psf	136psf	150mph	10'x10'x10'4"	8'11"x8'11"x9'	27,000 lbs
10x10 Concrete	252psf	136psf	150mph	10'x20'x10'4"	8'11"x18'11"x9'	44,000 lbs
10x20 Concrete 10x24 Concrete	252psf	136psf	150mph	10'x24'x10'4"	8'11"x22'11"x9'	50,000 lbs
12x20 Concrete	208psf	100psf	150mph	11'6"x20'x10'4"	10'5"x18'11"x9'	48,000 lbs
10x20 Concrete-DL	252psf	136psf	150mph	10'x20'x10'4"	8'11"x18'11"x9'	48,000 lbs
24x30 Concrete-DW	208psf	100psf	150mph	24'x30'x10'7"	22'11"x28'11"x9'	103,000 lbs
20x20 Concrete-DW	252psf	136psf	150mph	20'x20'x10'7"	18'11"x18'11"x9'	68,000 lbs

## Type: Precast Concrete Shelter

5 3/4" Solid Concrete, waffle-type construction Floor:

4" Solid Concrete Walls:

Solid Concrete, 4" at Eaves and 5" at Ridge w-overhang Roof:

Step-Joint Design

Tie-Down Plates

5000 psi Lightweight Concrete

Reinforcing Steel #4 & #6 Bars; 60,000 psi (Grade 60 ASTM-615)

Ballistics Tested for U.L. 752 (HPR - 30.06 - Point Blank Range)

### **Exterior Finish:**

Washed Aggregate and Sealed Walls: Troweled Surface and Sealed Roof:

#### Interior Finish:

White Nu-Poly Interior Finish bonded to 3/8" OSB Walls:

Covered with 1/8" x 12" x 12" Commercial Vinyl Tile with 4" Base Cove Floor:

Ceiling: White Nu-Poly Interior Finish bonded to 3/8" OSB

Insulation:

♦ Walls: R-16♦ Ceiling: R-22

#### Entry:

• One (1) 4'0" x 7'0", Painted, Galvanized Metal, Insulated Door

- ♦ Note: (2) doors required on double wide 24x30 and 20x20 shelters
- Painted, galvanized metal frame, cast-in
- Deadbolt Lockset
- ◆ Door Closer, Sargent
- Pull Handles
- NRP Stainless Steel Hinges
- Weatherstripping, Magnetic
- ♦ Threshold
- Door Sweep
- Pick Guard
- Door Bumper
- "T" Tie Back
- Drip Cap
- Door Canopy (heavy duty metal)

#### **Electrical:**

♦ Service: 120/240/200 Amp, 1 Ø, 60Hz

- ♦ Loadcenter: Square D 120/240V 42space with 200Amp Main Breaker #QO142M200
- Breakers: As required
- Four (4) 120-V, 20A Duplex Receptacles interior (or as required based on shelter size)
- ◆ Two (2) 120-V, 20A, Exterior GFCI Receptacles
- ♦ Wall Switch: Two (2) 20-Amp
- ◆ Eight (8) 3" Diameter PVC Penetrations with caps (electrical service entry)
- ◆ Two (2) 1 ½" Diameter PVC Penetrations for conduit
- Conduit, wiring, j-boxes, sealtite as required

Lighting:

♦ Interior/Ceiling: Appropriate quantity of 4ft Dual Bulb, 32-Watt Fluorescent Fixtures with Wrap Around Lenses and energy saving ballasts

**HVAC System:** 

- ◆ Two (2) 2-Ton wall mounted air conditioners, 5kw heat Bard
- ♦ Note: (2) 5-Ton wall mounted air conditioners on the 24x30 and 20x20 shelters
- ◆ Lead Lag Controller, #MC3000
- Low Ambient Fan control
- ♦ Low Pressure By-Pass Down to 0°
- ♦ 1-year Parts and Labor Warranty, 5 year compressor
- Supply and Return Grills

**Grounding:** 

♦ Halo System: #1/0 Green, Insulated, Stranded Copper Around Inside Perimeter of

building with four (4) #1 green, insulated, stranded Copper Drops

(10° Extra Wire) to outside of building through 45° Sleeves in Casting

◆ Ground Bars: Interior-Two (2) 1/4" x 4" x 20" Copper Ground Bar

Exterior – Two (2) 1/4" x 4" x 20" Copper Ground Bar Note: (3) Interior and (3) exterior ground bars on the 24x30 & 20x20

◆ Metallic Grounding: electrical panel, door & frame, HVAC grilles, cable ladder, etc

### Cable Ladder/Cable Entry:

- ◆ Two (2) 12 hole 4" diameter Microflect port with caps
- ◆ Note: (3) 12 hole 4" diameter Microflect ports on the 24x30 and 20x20 shelters
- ◆ Two (2) Runs of 18" wide cable ladder with mounting hardware
- ◆ Note: (4) runs of 18" wide cable ladder on 24x30 and 20x20 shelters

#### Miscellaneous:

- 4' x 8' x ¾" telco board plywood w/Nu-poly Finish
- One (1) document holder
- Four (4) galvanized flat tie downs with concrete anchors and related hardware
- Shelter finish-touch up kit

#### **Documentation:**

- State and Third Party Approvals and Inspections as required
- Professionally Stamped Shelter Drawings
- ◆ Shelter Operations and Maintenance Manual, One (1) Shipped in each Shelter

Pricing is on the enclosed Pricing Matrix Document



A Division of Sabre Industries, Inc.

## State of WV - RFQ#BPH10076 CellXion, LLC

## **Bid Notes & Warranty Statement:**

This quotation does not included any state, federal, or local sales, use, excise taxes, contractors or any other taxes not specifically detailed in this proposal.

Transportation is estimated and is subject to change based on current rates, fuel surcharge, and possible adverse site conditions.

Offload and Setup is not included.

Clear access must be provided for safe and adequate operation, free from all obstruction for transport and site installation. Installation charges are based on average costs and allows for a maximum (4) hour offload. Weather and site conditions may adversely affect offload time. Any additional charges incurred after (4) hours will be invoiced separately, as will locality surcharges

Quotation is valid for one (1) year.

Terms: Net 30 days after delivery or 30 days from building completion date, whichever is first and pending prior credit approval.

Delivery:

Approval drawings shall be submitted 21 days after award of contract. Shelter delivery will be 4-5 weeks after receipt of approved drawings. Delivery schedule can be negotiated to meet customer requirements. Unless arrangements are made in advance, fabrication commences upon receipt of signed approval drawings.

Supplier warrants only the commercial items, which it manufactured, to be reasonably fit for the purpose for which they are manufactured and sold. Provided, however, that this warranty shall be effective only if purchaser installs all material according to supplier's recommendations and specifications. Purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Cellxion, LLC warrants, to the original owner, that the pre-cast concrete shelter, erected within the United States, will not have rainwater penetration caused by atmospheric conditions within a period of 10 years, due to exposure to normal environmental conditions. Shelter equipment and/or finishes, are warranted by Cellxion for a period of one year. Additional and extended warranties offered by the manufacturers of specific equipment will remain in effect for the life of the warranty.

This warranty is exclusive and in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Such warranties are specifically disclaimed.

This warranty applies to shelters that remain in place at the site of the original installation point and which have been stored or installed in strict accordance with all applicable Cellxion

Quote No. C10-4159 Bid Notes & Warranty Statement State of WV Project: RFQ#BPH10076 April 6, 2010

instructions and drawings. The foregoing warranty is extended solely to the original owner of the shelter and may not be transferred or assigned.

In the event of the failure of the shelter to conform to the foregoing warranty, Cellxion must be notified in writing within thirty days of the discovery of such failure and provided with adequate identification of the shelter involved in the claim, including the installation date and location, invoice number and date of shipment. No corrective action shall be taken without Cellxion first having been afforded reasonable opportunity to examine the failure and to approve the method of corrective action. Failure to comply with this requirement shall void this warranty.

Cellxion will not be responsible for any incidental or consequential damages of any kind whatsoever, including but not limited to, inconvenience, loss or damage to personal property, or loss of income.

All warranties shall be considered null and void in the event payment, for the item, is not made in full within 90 days of the agreed payment terms.

The shelter warranty does not include shelters subjected to salt water (marine atmospheres) or to constant spraying of salt or fresh water; conditions or circumstances where corrosive fumes or condensates are generated or released inside the shelter; mechanical, chemical or other damage sustained by the shelter during shipment, storage, installation or after installation; failure to provide free drainage of water from and around the shelter and from overlaps from other structures; damage caused to the coating of the shelter by improper scouring or cleaning procedures; presence of corrosive materials in contact with or close proximity to the shelter; damage caused to the shelter by owner or it's agents.



A Division of Sabre Industries, Inc.

April 6, 2010

State of West Virginia Department of Administration **Purchasing Division Building 15** 2019 Washington Street East Charleston, WV 25305-0130

Subject:

RFQ# BPH10076 - State of WV

We appreciate the opportunity to bid this project for you. Enclosed you will find our proposal for the pre-fabricated communications shelters.

Documents included for your review:

RFQ Response - #BPH10076

RFQ Response - Addendum #1 - BPH10076

**Bid Pricing Matrix** 

CellXion Written Shelter Bill of Material

CellXion Statement of Warranty

Signed/Notarized Purchasing Affidavit

Cellxion Concrete Shelter Brochure

Suggested Slab Foundation Plan Drawing

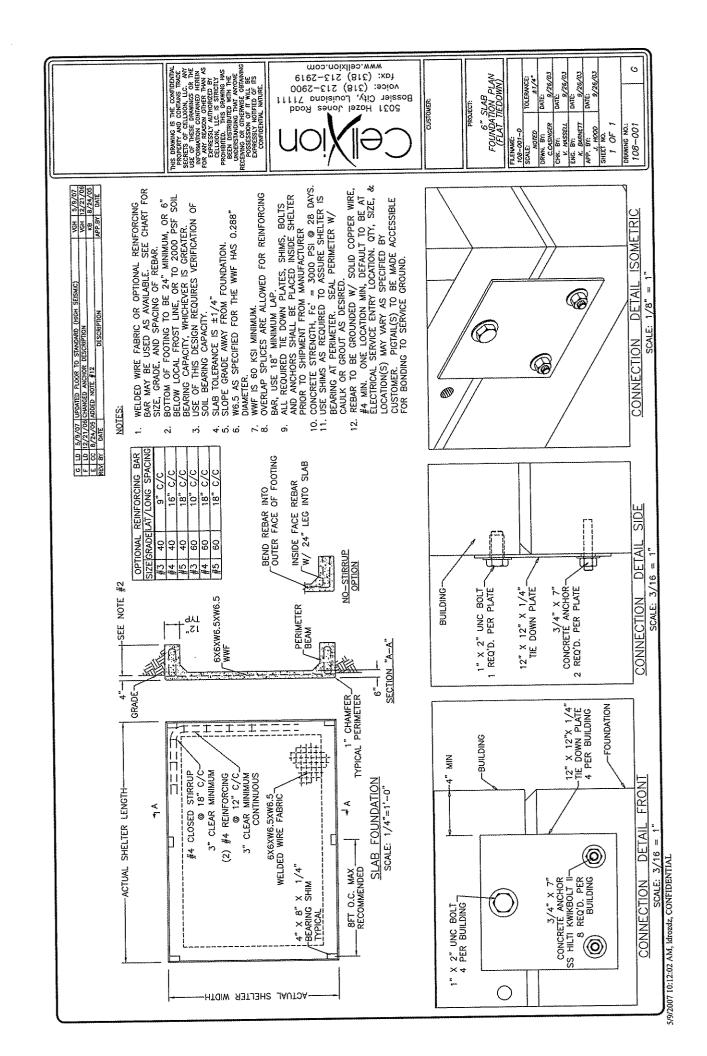
Thank you for considering CellXion for your requirements. If we can be of further assistance or service, please feel free to give us a call.

Sincerely,

CELLXION, LLC Delra K. Ramsey

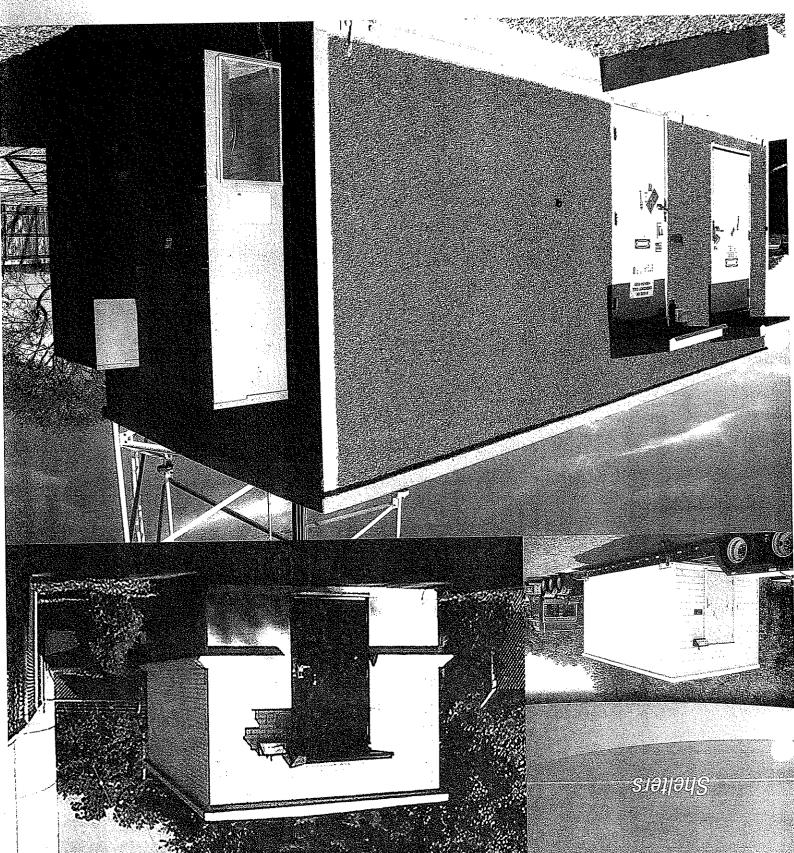
Debra K. Ramsey

Technical Sales Manager



A Division of Sabre Industries, Inc.



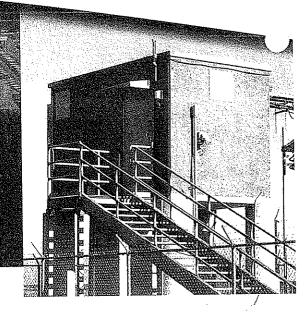


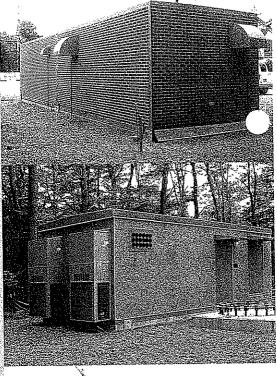
CellXion manufactures a full line of concrete, structural steel and ultra-light aluminum shelters. Designed for a variety of applications, our shelters have been deployed throughout the world and are utilized in a vast number of industries. Our engineering department supports the production requirements and integration of CellXion products into your project. Engineering documents are produced utilizing the latest AutoCad® software. Computer modeling allows for complete loading analysis, testing of constructability, and virtually limitless product documentation. Product approval programs are administered by our engineering department with dedicated staff focused on regulatory approval and the support of your local permitting efforts.

CellXion concrete shelters provide cost-effective intrusion, ballistic and fire resistance. Designed for wind loading of 150 mph, our shelters meet or exceed current editions of the IBC, UBC, SBC, BOCA, NEC, ACI 318-95, and AISC. Our concrete shelters have a building code recognized fire rating in excess of 2 hours, and a bullet resistance that meets or exceeds UL 752. We utilize standard designs with industry standard lightweight concrete and ASTM A-615 Grade 60 steel reinforcing. CellXion concrete shelters feature standard welded shelter construction providing "impact resistance zones" at shelter corners and floor edge.

Our standard exposed aggregate shelters provide a durable, maintenance-free finish. Aesthetically pleasing, they are available in alternate finishes to meet local building ordinances including stamped brick/CMU, stucco, vinyl siding, etc. CellXion has the ability to design and manufacture customer-specific shelters with unique loading, physical plant, and aesthetic requirements. Our shelters remain maintenance-free and watertight due to our step joint design and roof overhang which diverts water away from the vertical surface. All exterior fasteners and hardware are stainless steel.

CellXion structural steel and ultra-light aluminum shelters provide secure, durable options when site accessibility is the governing factor. Our lightweight steel shelters with noncombustible construction are ideal for rooftop applications. Manufactured to specific fire resistance in accordance with Underwriter's Laboratory standards, CellXion offers 1 hour and 2 hour fire-rated steel shelters. Bullet resistance can be achieved with ballistic-rated interior materials. Offering shelters that meet strict zoning requirements, we provide a wide variety of finishes from high gloss to composite cedar shingles and brick. Our exterior finishes can also be matched to existing construction.







CellXion mobile products include cell-on-wheels (COW), cell-on-chassis, minicells, tower trailers and ISO container shelter configurations. Both commercial drivers' license and non-commercial drivers' license rated cell-on-chassis units are available. In addition to manufacturing and sales, we offer leasing programs for our mobile products.

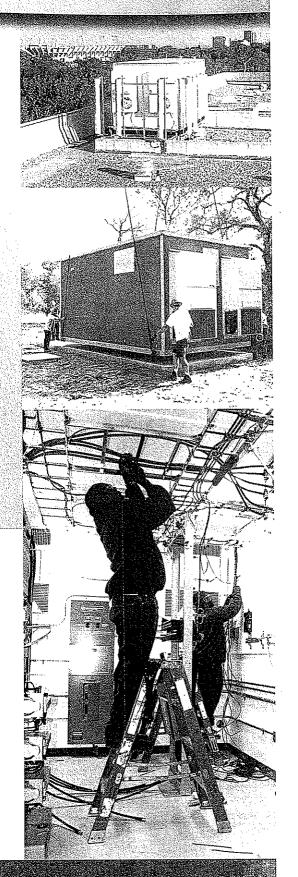
CellXion structural steel, lightweight aluminum, and mobile products are perfect for international projects. Their lightweight construction provides reduced shipping and crane costs. Our lightweight shelters have been used in many international projects ranging from pipeline instrumentation housing in Russia to fiber-optic equipment housing in the Caribbean and Central America.

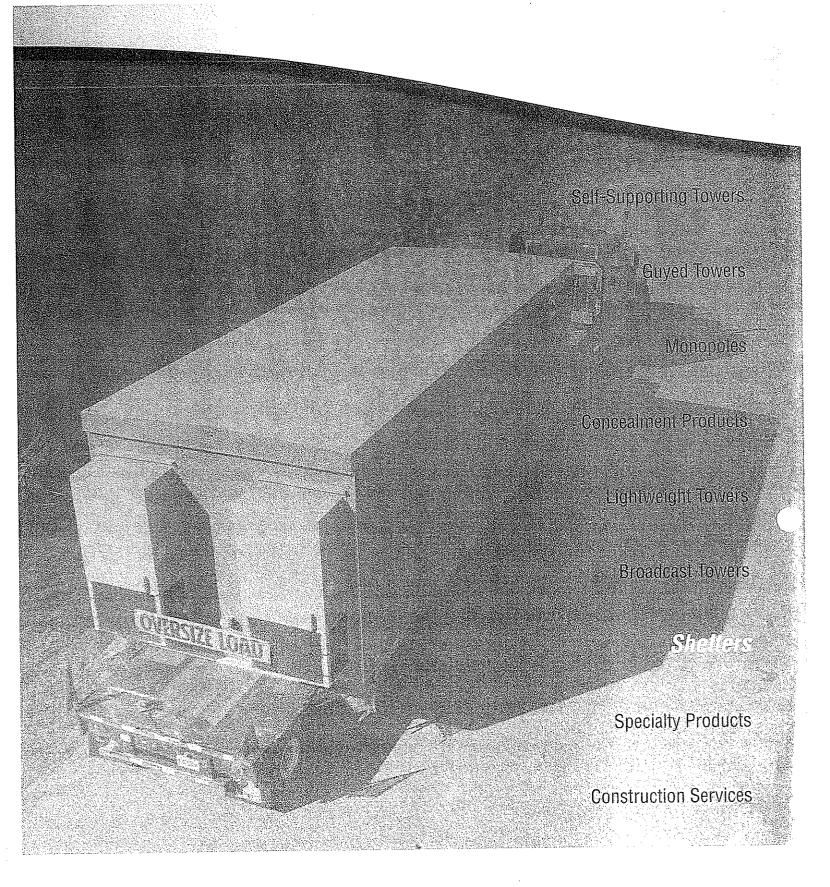
Providing you with integrated solutions for telecommunications infrastructure construction, CellXion integration services offers factory installation and testing of power and radio cell-site equipment. Our on-staff technicians perform installations within an 80,000 square foot dedicated facility. Internet enabled inventory systems provide accurate tracking and implementation of consigned radio equipment. Many of our customers rely on CellXion to accomplish asset tracking initiatives. In addition to in-plant installations, our technicians perform on-site installation in support of large scale network deployment and overlay projects.

## **Quality Products**

The manufacturing of factory-built structures, including telecommunication shelters, is regulated by a majority of the states. Review and acceptance of the manufacturer's internal quality systems, as well as third-party inspections of all shelters produced for such states, are elements of the approval process. CellXion is currently approved by all states with regulatory programs. To support and assist your local permitting efforts, our shelters are inspected and labeled by a third party agency. Committed to providing you with quality products, these inspections are performed independent of any regulatory requirements.

We welcome the opportunity to work with you. Contact us today and let the CellXion team help you achieve your goals. We can be reached toll-free at 877-213-2900, via e-mail at info@cellxion.com or by fax at 318-213-2878.







A Division of Sabre Industries. Inc.

Toll Free 877.213.2900 Phone 318.213.2900 Fax 318.213.2878 E-mail info@cellxion.com

E-mail info@cellxion.com Web www.cellxion.com CellXion, LLC 5031 Hazel Jones Road Bossier City, LA 71111 USA

RFQ No. BPH10076

## 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:**

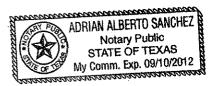
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due 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.

WillEgo Hie I Octovino Closs Hone				
Vendor's Name: CELLXION, LLC		M-W-11117	<b>-</b>	
Authorized Signature: Walka K. K.	amsey_	Date:	4-6-20	10
State of Tesas	Ü			
County of <u>Ell13</u> , to-wit:				
Taken, subscribed, and sworn to before me this 💪 c	day of <u>Apri</u>		, 20/2.	
My Commission expires 9-10-2012	, 20			
AFFIX SEAL HERE	NOTARY PUBLIC	De	Albert	Ly



WITHERS THE FOLLOWING SIGNATURE