



State of West Virginia  
Agency Request for Quote

<b>Proc Folder:</b> 1728464			<b>Reason for Modification:</b> Addendum 1
<b>Doc Description:</b> Inspection, Repairs & Certification of Communication Towers			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-07-02	2025-07-07 10:00	ARFQ 0606 HSE2500000012	2

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:** 000000186939  
**Vendor Name :** Pillar Innovations LLC  
**Address :** 200  
**Street :** Corporate Drive  
**City :** Grantsville  
**State :** MD **Country :** United States **Zip :** 21536  
**Principal Contact :** Justin Stephens  
**Vendor Contact Phone:** 304-983-8900 **Extension:** 2402

**FOR INFORMATION CONTACT THE BUYER**

Austin L Ayers  
304-352-0203  
austin.l.ayers@wv.gov

Vendor  
Signature X

**FEIN#** 43-2114580

**DATE** 7/3/2025

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security -  
Division of Administrative Services (DAS) is soliciting bids on behalf of the Emergency Management Division (EMD) to establish an open-end contract to provide Inspections, Repairs and Certification services for self-supporting and guyed communication towers and accessories for the Statewide Interoperable Radio System (SIRN) sites.

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SIRN Inspections, Repairs and Certifications	110.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**

SIRN Inspections, Repairs and Certifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Regular Labor Rate	700.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**

Regular Labor Rate

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT			DIVISION OF EMERGENCY MANAGEMENT		
1700 MacCorkle Ave, SE			1700 MacCorkle Ave, SE		
6th Floor			6th Floor		
Charleston	WV		Charleston	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Overtime Labor Rate	80.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**  
Overtime Labor Rate

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT			DIVISION OF EMERGENCY MANAGEMENT		
1700 MacCorkle Ave, SE			1700 MacCorkle Ave, SE		
6th Floor			6th Floor		
Charleston	WV		Charleston	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Emergency Labor Rate	80.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**  
Emergency Labor Rate

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT			DIVISION OF EMERGENCY MANAGEMENT		
1700 MacCorkle Ave, SE			1700 MacCorkle Ave, SE		
6th Floor			6th Floor		
Charleston		WV	Charleston		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Holiday Labor Rate	40.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**

Holiday Labor Rate

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT			DIVISION OF EMERGENCY MANAGEMENT		
1700 MacCorkle Ave, SE			1700 MacCorkle Ave, SE		
6th Floor			6th Floor		
Charleston		WV	Charleston		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Parts and Materials	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description:**

Parts and Materials

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
2	Questions due by 2:00pm EST	2025-07-01

	Document Phase	Document Description	Page 5
HSE2500000012	Final	Inspection, Repairs & Certification of Communication Towers	

### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

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All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. BID SUBMISSION:** All bids must be submitted electronically through **wvOASIS** or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### **3A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:	Yes	
BUYER:	Luke Ayers	Email: Austin.l.ayers@wv.gov
SOLICITATION NO.:	ARFQ 0606 HSE2500000012	
BID OPENING DATE:	July 07, 2025	
BID OPENING TIME:	10:30am EST	
FAX NUMBER:		

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**11. NON-RESPONSIBLE:** The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**12. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.

**13. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Emergency Management Division.

**2.5. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.7. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.8. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on the date indicated on the awarded contract and extends for a period of 1 (one) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 4 (four) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input checked="" type="checkbox"/>	West Virginia Contractor's License
<input checked="" type="checkbox"/>	West Virginia Electricians License
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**7. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
per occurrence.

☐ **Cyber Liability Insurance** in an amount of: per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: per occurrence.

☐ **Aircraft Liability** in an amount of: per occurrence.

☐

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☐

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**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

10. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

18. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

19. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**30. LICENSING:** In accordance with applicable law, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.



**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of 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.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**34. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**35. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**36. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

☐ Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

**38. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Todd Hetrick , Department Manager - Wireless Services

**(Name, Title)**

Todd Hetrick Department Manager - Wireless Services

**(Printed Name and Title)**

104 Corporate Drive

**(Address)**

301-616-6344

**(Phone Number) / (Fax Number)**

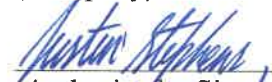
toddhetrick@pillarinnovations.com

**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pillar Innovations, LLC

**(Company)**

 Justin Stephens, Executive VP

**(Authorized Signature) (Representative Name, Title)**

Justin Stephens - Executive Vice President

**(Printed Name and Title of Authorized Representative)**

July 3, 2025

**(Date)**

304-983-8900

**(Phone Number) (Fax Number)**

## ADDENDUM ACKNOWLEDGEMENT FORM

**SOLICITATION NO.:** ARFQ 0606 HSE2500000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

**Pillar Innovations, LLC**

Company

Authorized

Signature

**July 3, 2025**

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Inspections, Repairs, and Certification of Communication Towers  
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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security – Division of Administrative Services is soliciting bids on behalf of the West Virginia Emergency Management Division to establish an Open-End contract to provide Inspections, Repairs and Certification services for self-supporting and guyed communication towers and accessories for the Statewide Interoperable Radio System (SIRN) sites.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Agency”** means the West Virginia Emergency Management Division.
  - 2.2 **“Business Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
    - New Year’s Day (January 1)
    - Martin Luther King Day (Third Monday in January)
    - President’s Day (Third Monday in February)
    - Memorial Day (Last Monday in May)
    - Juneteenth (June 19)
    - West Virginia Day (June 20)
    - Independence Day (July 4)
    - Labor Day (First Monday in September)
    - Columbus Day (Second Monday in October)
    - Veterans Day (November 11)
    - Thanksgiving (Fourth Thursday in November)
    - Day After Thanksgiving (Fourth Friday in November)
    - Christmas Day (December 25)
  - 2.3 **“Contract Services”** means Inspections, Repairs and Certification of Communication Tower services as more fully described in these specifications.
  - 2.4 **“Emergency Repairs”** means the emergency repair of any out of service communication tower shall be a priority of the vendor.
  - 2.5 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.6 **“SIRN Network”** means the Statewide Interoperable Radio Network for West Virginia.
  - 2.7 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Agency.

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**2.8 “X-ray quality welding”** they are free from common defects like cracks, porosity, and incomplete fusion

**3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications

**3.1 Experience:** Vendor must have at a minimum ten (10) years' experience in the business of tower erection, inspection, installation, and repairs. Vendor and/or vendor's supervisory staff assigned to this project, must have successfully completed at least ten (10) years' worth of experience with projects that involved work similar to that described in these specifications. Compliance with this experience requirement will be determined prior to the contract award by the Agency through references provided by the vendor upon request, through knowledge or documentation of the vendor's past projects, or some other method that the Agency determines to be acceptable. Vendor must provide any documentation requested by the Agency to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**3.2 Certifications:** Vendor shall ensure that all electrical system inspections, non-construction repairs, and new work performed under this Contract are performed by a licensed individual. Required licenses may include, but are not limited to, the following:

**3.2.1** West Virginia Contractor's License

**3.2.2** West Virginia Electricians License

**3.3** Agency reserves the right to request information from the vendor as to experience, qualifications, and corporate references as it relates to services being request under this Contract.

**4. MANDATORY REQUIREMENTS:** Contract services must meet or exceed the mandatory requirements listed below:

**4.1 Inspection, Repair and Certification Services:** Vendor must provide all transportation, fuel, personnel, labor, materials, tools, equipment, skills and supervision for the installation, re-installation, repairs, inspections, and repairs of defects discovered during inspections of antennas, hardline/waveguides, tower lighting, grounding equipment, guy wire tensioning, for all SORN sites located within West Virginia as well as specific sites located in Maryland, Ohio, Pennsylvania, and Virginia. List of sites Hereto referred to as Exhibit B.

**4.1.1** The Agency reserves the right to add additional sites as necessary and vendor must provide Inspection, Repair and Certification Services to any new sites added by the Agency.

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- 4.1.2** Vendor must perform all necessary inspections, examinations, and make any necessary adjustments or repairs in accordance with Industry standards. The scope of the work shall include, but not limited to installation, alignment, realignment, removal, reinstallation of Microwave antennas, Land Mobile Radio antennas (LMR), Microwave waveguides, hardlines, ice protection equipment, tower lighting and equipment, guy wire tensioning, and structural repair.
- 4.1.3** The Agency requires that repair tasks be concurrent with inspections at no additional cost, provided it is reasonable to expect the repair tasks require less than one (1) hour of labor per tower and tools, hardware, supplies for the project must be small and light enough for one person to carry up the tower. It is the expectation that the vendor supplies their workforce with the necessary equipment and materials to complete such repairs the same day as inspections that are listed herein. The repairs include but are not limited to loose cables, loose or missing snap-in hangers, tilting antennas, missing nuts and bolts, minor corrosion, control, etc.
- 4.1.4** Vendor must warranty contract items for a minimum of one (1) year.
- 4.1.5** The vendor is responsible for ensuring the towers meet ANSI/TIA-222 REV-H Standards, or most current standards and Federal Communications Commission (FCC) standards upon completion of the work performed.
- 4.1.6** All welding must be x-ray quality and conform to the latest American Institute of Steel Construction (AISC) and Advance Wireless Service (AWS) standards, which can be found [at https://www.aisc.org/globalassets/aisc/publications/standards/a341-22w.pdf](https://www.aisc.org/globalassets/aisc/publications/standards/a341-22w.pdf) and [www.aws.org/standards-and-publications/codes-and-standards/](http://www.aws.org/standards-and-publications/codes-and-standards/).
- 4.1.6.1** No welding or structural repairs will be done without stamped engineered drawings from an approved structural engineering firm.
- 4.1.7** The vendor must replace all defective parts with new commercial grade parts only. All replacement nuts, bolts, and hardware must be zinc galvanized hot dipped, not plated in accordance with American Association for Testing and Materials (ASTM) specifications A-123m which gives a minimum of two (2) ounces of zinc per square foot of surface. The latest ASTM standards can be found at <http://www.astm.org>. All replacement parts must meet industry standards and have a minimum of One (1) year warranty.
- 4.1.8** Tower Lighting must include necessary control equipment to monitor tower lights as needed.
- 4.1.9** Tower lighting must be a dual lighting system as approved by the Federal Aviation Administration (FAA). Components must consist of white (LED)



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light(s) to be operational during the daytime. All red (LED) light(s) to be operational and visible at night.

- 4.1.10** Vendor must agree to replace any initial equipment they install that becomes obsolete or inoperable at no additional cost for a one (1) year period beginning when the work is completed.
- 4.1.11** Vendor must maintain a continuous 24/7/365 emergency telephone service. Vendor must establish a call down list and/or other procedures that will ensure the quickest possible response time.
- 4.1.12** Vendor must respond to routine calls within two (2) hours of notification to schedule a time for repair and ascertain the location of the inoperative equipment.
- 4.1.13** Vendor must respond to all emergency requests within thirty (30) minutes by phone to ascertain the location of the inoperative equipment and must arrive on site no later than three (3) hours from the time of notification of the emergency. The vendor must consider that the structures are for essential facilities and importance factors must be adjusted accordingly giving this priority.
- 4.1.14** The Vendor must provide the Agency with a written report describing the nature of the work performed after each site visit
- 4.1.15** The report must provide a description of any issue and recommended corrective action.

**4.2 PARTS AND MATERIALS:**

- 4.2.1** All parts and materials selected by the vendor must be approved by the Agency Director or appointed designee prior to application/installation. Vendor must provide the pricing of the parts and/or materials to the Agency.
- 4.2.2** The Agency reserves the right to provide materials and/or components or parts.
- 4.2.3** Vendor must provide new and unused, materials and parts necessary while maintaining the operability and safety required.
- 4.2.4** Vendor must maintain warranty information on any materials or parts that have been replaced, report warranty information to the Agency, and provide reports to the Agency as requested.
- 4.2.5** Vendor must provide required materials, and parts plus the proposed percentage mark-up on Exhibit A pricing page cost sheet. Copies of invoices for required materials/parts shall be submitted with the vendor's invoice and request for reimbursement.

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**4.2.6** Parts and/or materials must have a minimum of one (1) year warranty.

**4.3 Labor:**

- 4.3.1** All contract fees will be for all sites, based on a per Hour basis from the time of departure until completion of the work. No return travel will be paid. No Mileage charges will be allowed.
- 4.3.2** Regular Labor rate shall be between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday.
- 4.3.3** Overtime Labor Rates shall be between the hours of 5:01 p.m. and 7:59 a.m., Sunday-Saturday, holidays excluded.
- 4.3.4** Emergency Labor Rate shall be anytime outside of the normal scheduled work on the contract that the vendor mobilizes and responds to an emergency call out from the Agency Director or designee.
- 4.3.5** Holiday Labor rates shall be 12:00 a.m. - 11:59 p.m. Sunday -Saturday for any nationally or State recognized holiday.
- 4.3.6** All work done within the secure area, work times and coordinated areas, will be at the discretion of the Agency facility administration. If for any reason, the vendor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Agency Director or designee.

**4.4 CONDITIONS OF WORK:**

**4.4.1 Permits:**

- 4.4.1.1** Vendor shall secure and pay for any required permits and for all other permits, governmental fees, and licenses, which are necessary for the proper execution and completion of the work as specified. Permits, governmental fees and licenses will be treated as a pass-through cost and the Vendor will invoice the Agency for direct costs, without markup. Vendor will provide the Agency with documentation substantiating the cost of the permits, governmental fees and licenses.

**4.4.2 Security:**

- 4.4.2.1** Vendor must comply with all Agency Facility security requirements. This includes but is not limited to security background checks of any employee of vendor that will be working on-site on the project.

- 4.4.2.2** Vendor must submit the full name, date of birth and social security

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number for everyone working on the jobsite. This will not be required for delivery drivers delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles.

**4.4.2.3** All contractors and sub-contractors working on site must fill out the security documents and submit them to the Agency Director or designee. Documents will be provided upon Contract Award and must return a favorable result, or the Contract is void.

**4.4.3 Tools:**

**4.4.3.1** Vendor must comply with all Agency Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools. The Agency is not responsible for lost or stolen tools.

**4.4.4 Code Requirements:**

**4.4.4.1** All work must comply with all federal, state, county, and city code requirements.

**4.4.5 Material Delivery, Storage, and Handling:**

**4.4.5.1** Material can be shipped directly to the Agency as needed.

**4.4.5.2** Agency will not be held accountable for any material orders shipped directly to the Agency.

**4.4.5.3** Agency will not be responsible for any items that are missing or have been stolen, or short shipped items. It is the vendor's responsibility to secure all their tools and materials.

**4.4.5.4** If the vendor stores the material at a location other than at this Agency, additional insurance is required to receive payment on stored materials.

**4.4.5.5** Any materials, which are found to be damaged, shall be removed and replaced at the vendor's expense.

**4.4.6 Damages:**

**4.4.6.1** Any damages occurring to Agency's buildings, properties, or sites resulting from the vendor's performance of the Contract Services, shall be responsibility of the vendor at the vendor's expense, either by using the vendor's own forces, or that of an Agency approved sub-contractor. The repair method and finished product will be subject to the approval of the Agency.

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**4.4.7 Cleanup:**

**4.4.7.1** The vendor shall keep the work area clean as possible during the entire progress of work. The vendor shall remove all debris from the job site in a timely and legally acceptable manner to not detract from the aesthetics or the functions of the site. All items that are removed to allow the installation of new items will become the property of the vendor to dispose of unless otherwise noted.

**4.4.8 Safety:**

**4.4.8.1** Vendor shall secure and pay for any required permits and for all other permits, governmental fees, and license, which are necessary for the proper execution and completion of the work as specified.

**5. CONTRACT AWARD:**

**5.1 Pricing Page:** Vendor must complete the Pricing Page by providing unit cost for each contract item. Vendor must complete the Pricing Page in its entirety as failure to do so will result in vendor's bids being disqualified. A no bid entered on the Pricing Page will result in the vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate Pricing page, failure to use Exhibit A Pricing Page will lead to disqualification of vendors bid.

Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: [Austin.L.Ayers@wv.gov](mailto:Austin.L.Ayers@wv.gov)

**5.2 Piggyback:** WV EMD reserves the right to extend the terms, conditions, and prices of this contract to other Agencies/Institutions who express an interest in piggybacking on this contract. Each of the piggyback Agencies/Institutions will issue their own purchasing documents for the goods/services. Vendor agrees that EMD shall bear no responsibility or liability for any agreements between vendor and the other Agency/Institutions who desire to exercise this option.

**5.3 Consumer Price Index (CPI):** Said contract shall be for a base period of one (1) year with four (4) one (1) year renewal options. Automatic renewals are prohibited. Vendor and Agency must mutually agree in writing to the renewal of said contract. There shall be no price increases within the first twelve (12) months from the date of the award of the contract.

After the expiration of the initial twelve (12) month period, the vendor may, no less

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than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing. Said price adjustment will be evaluated based on the prior year Consumer Price Index compared to the current year Consumer Price Index, or 3% whichever is less. All price adjustments must be approved by the Agency prior to implementation, at the Agency's sole discretion. Approval of price adjustments is not guaranteed. Agency will issue a Change Order to said contract for any approved price adjustments.

- 5.4 Confidentiality Policies and Information Security Accountability:** Vendor agrees to adhere to the Confidentiality Policies and Information Security Accountability Requirements which can be found at <https://www.state.wv.us/admin/purchase/privacy/>. At the Agencies discretion, the Agency can require the vendor and its employees to execute the Confidentiality Agreement.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time:** Vendor shall deliver standard orders within twelve (12) weeks after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 7.3 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to vendor at vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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- 7.4 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. VENDOR DEFAULT:**

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Items provided under this Contract.
  - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
  - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

- 9.1 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.



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- 9.3 Contract Manager:** During its performance of this Contract, vendor must designate and maintain a primary contract manager responsible for overseeing vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Todd Hetrick - Department Manger - Wireless Services
<b>Telephone Number:</b>	301-616-6344
<b>Fax Number:</b>	
<b>Email Address:</b>	toddhetrick@pillarinnovations.com

## Exhibit A - Pricing Page - Inspections, Repairs and Certification of SIRM Towers

Section:	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Total Cost
4.1	SIRM Inspections, Repairs and Certifications	Hour	110	\$ 700.00	\$ 77,000.00
4.3.2	Regular Labor Rate	Hour	700	\$ 700.00	\$ 490,000.00
4.3.3	Overtime Labor Rate	Hour	80	\$ 980.00	\$ 78,400.00
4.3.4	Emergency Labor Rate	Hour	80	\$ 1,150.00	\$ 92,000.00
4.3.5	Holiday Labor Rate	Hour	40	\$ 1,200.00	\$ 48,000.00
					\$ 785,400.00

Section:	Description	Estimated Parts Cost	Markup Percentage	Total
4.2	Parts and Materials	\$ 94,986.00	0.26	\$ 119,682.36

**Overall Total Cost** \$ 905,082.36

Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified. Quantities listed herein are for bid evaluation purposes; no guarantee of any actual quantities should be implied.

Vendor must base the labor rates on two people.

Vendor Name: Pillar Innovations, LLC

Vendor Address: 104 Corporate Drive

Morgantown, WV 26501

Email Address: justinstephens@pillarinnovations.com

Phone Number: 304-983-8900 X 2402

Fax Number:

Signature: 



STATE OF WEST VIRGINIA  
**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:** 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 exceeds 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: Pillar Innovations, LLC

Authorized Signature: [Signature]

Date: 7/3/25

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 3<sup>rd</sup> day of July, 2025

My Commission expires July 15, 2026

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

Purchasing Affidavit (07/09/2021)





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV042833

CLASSIFICATION:  
ELECTRICAL  
GENERAL BUILDING  
SPECIALTY

PILLAR INNOVATIONS LLC  
200 CORPORATE DR  
GRANTSVILLE, MD 21536

DATE ISSUED

AUGUST 3, 2024

EXPIRATION DATE

AUGUST 3, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



**Beitzel**  
CORPORATION



**Pillar**  
INNOVATIONS

7 July 2025

State of West Virginia

Inspections, Repairs, and Certification of Communication Towers

ARFQ 0606 HSE2500000012

**RE: Clarifications and Stipulations**

1. Specification –

- a. 4.1.4 – warranty is for a minimum of 1 year. The terms and conditions also don't apply a timeframe either. By default, the warranty is likely 4 years. We stipulate the following:
  - i. **Vendor's warranty as required in the Specifications and Terms and Conditions is limited to one (1) year from the date of service.**
- b. 5.3 – no price increases in the first 12 months.
  - i. Must give 30 days notice prior to the contract anniversary date of a request for a price adjustment
  - ii. **Pillar would like to suggest Increase will be based on prior year Consumer Price Index or 3%, whichever is less**

2. Terms

- a. Section 34 – Indemnification – we are responsible for all third party claims that arise out of Contract. This is broad and not connected to our fault or negligence. Pillar would like to include the following stipulation:
  - i. Vendor's indemnification obligations under this Agreement is limited to the extent of Vendor's negligent acts or omissions.