

KANAWHA COUNTY COMMISSION

Post Office Box 3627
Charleston, West Virginia 25336



Telephone (304) 357-0101
Fax (304) 357-0788
www.kanawha.us

Henry C. Shores
Commissioner

W. Kent Carper
Commissioner

Dave Hardy
Commissioner

November 15, 2011

Sandra Squire
West Virginia Public Service Commission
PO Box 812
Charleston, WV 25323


NOV 15 2011 100 FAX DEPT

Dear Ms. Squire:

The Kanawha County Commission would like to request funding from the Wireless Tower Access Assistance Fund for a 240 ft. self-supporting tower to be located in Campbell's Creek, West Virginia. Verizon Wireless and AT&T Wireless have agreed to partner with the Kanawha County Commission on this tower.

The total grant request for this tower is \$346,859.08. Thank you in advance for your consideration.

Sincerely,


W. Kent Carper
President

WKC/cc



Kanawha County Commission

John Luoni
County Engineer

Kanawha County Courthouse
407 Virginia Street, East
P.O. Box 3627
Charleston, West Virginia 25336

Direct: 304.357.0568
Fax: 304.357.0788
johnluoni@kanawha.us
www.kanawha.us



Public Service Commission of West Virginia
PO Box 812, Charleston, WV 25323

**WIRELESS TOWER ACCESS ASSISTANCE FUND
GRANT APPLICATION**

This application form and all grant application requirements are pursuant to General Order No. 187.29 and the *Rules and Regulations Governing Emergency Telephone Service*, Series 25, Title 150 Legislative Rule, Public Service Commission 150-25-1 to 150-25-13.6.a.

Grant Request

(Print or type; Use additional sheets and attachments as necessary)

1. The Project Sponsor is the Kanawha County Commission, which shall, if a Grant is awarded, be designated as the Grantee.

2. Names of other entities, if any, joining the Project Sponsor in this Application:

Verizon Wireless; AT&T Wireless

3. Main Overall Contact Person regarding this Application:

Name Dave Erwin Title Emergency Operations Center Coordinator

Phone 304-746-7911 Cellular 304-993-0329

Fax 304-357-0788 Email address daveerwin@kanawha.us

4. Tower type: Guide ____ Self supporting X Monopole ____

5. Tower height: 240 ft.

6. Tower location: Latitude: 38-19-35.24N, Longitude: 81-30-49.43W

7. Tower base elevation above average mean sea level: 1,260 ft.

8. Name of tower location: Campbell's Creek

Provide maps, photos and preliminary design drawings, prints, etc.

9. Will FAA approval be needed? Yes X, No ____ If yes, provide details: The wireless tower will be in the glide slop of Yeager Airport therefore, FAA approval will be needed.

10. Is this application for modification of an existing tower? Yes ____, No X If Yes, what is the tower's FCC registration number? _____

11. Is approval needed from the State Historical Preservation Office? Yes X, No ____

12. Is approval needed under the National Environmental Protection Act? Yes X, No ____

13. Is any zoning approval needed? Yes X, No ____ If Yes, provide details: The Kanawha County Planning Commission is required to hold a public hearing regarding construction of any new wireless tower.

14. Tower site property is: Owned ____, Leased X

15. How soon after a grant is received will construction begin? 120 Days
[Rule 13.2.a.8]

16. How long will it take to complete the Project? 180 Days
[Rule 13.2.a.8]

17. a. Do the Project Sponsor and all Co-Applicants agree to adopt the State Interoperative Radio Tower Specifications for the Project? Yes X, No ____

b. Will the Project use a State Interoperative Radio "package design" for the proposed tower? Yes X, No ____ If No, why not?

18. Does the Project Sponsor (County) agree to require the contractor(s) to provide a performance bond(s) and a payment bond(s) covering completion of the Project and to submit copies of the bond(s) to the TAAFRC upon receipt? Yes X, No ____

PLEASE ATTACH TO YOUR APPLICATION, RESPONSES TO THE FOLLOWING QUESTIONS:

19. How will public health and safety benefit from completion of the Project? [Rule 13.2.a.1.]

Currently, there is no wireless cell phone coverage in the Campbell's Creek area of Kanawha County. This has imposed a public health and safety risk to the residents and citizens travelling through this area. When landline service is interrupted in this area, residents are unable to access 911 emergency communication services. Recently, there has been an increase in copper theft leaving landline services inoperable and residents without access to 911 emergency communication services. Furthermore, a section of Interstate 77 is located in this area and is highly travelled. Lack of wireless cell phone coverage imposes a risk for travelers involved in motorist accidents and many other emergency situations. Therefore, construction of a new wireless tower will mitigate these risks by increasing access to 911 emergency communication services.

20. Are there any other state or regional planning goals that the Project will help accomplish? Provide details. Of special importance is information regarding how the Project will fit in with State radio/telecommunications interoperability goals. [Rule 13.2.a.7]

This wireless tower will be located near an existing radio tower site that supports the State's radio interoperable system. Therefore, the new wireless tower will complement the existing radio tower as it could be utilized to support additional radio interoperable services.

21. Provide the total Project cost, with an itemization of all underlying costs in as much detail as feasible.

Provided is spreadsheet itemizing the one-time cost of constructing the tower. The Kanawha County Commission will be responsible for recurring costs such as, monthly lease payment, electric, and propane. The Kanawha County Commission intends to cover such cost with the antenna lease payments paid by the cellular carriers.

22. Provide information regarding all other towers, if any, within a three-mile radius of the Project.

Please see attached list of towers within a three-mile radius.

23. Provide complete details of the financing of the Project, with an explanation of why a grant subsidy is necessary for the Project. How much grant money is sought? [Rules 13.2.a.3. and 13.2.a.5]

The Kanawha County Commission is requesting \$346,859.08 in Wireless Tower Access Assistance grant funding. Due to recent economic times, a grant subsidy is

needed to fund the total project cost. The Kanawha County Commission will be responsible for recurring costs such as, monthly lease payment, electric, and propane. The Kanawha County Commission intends to cover such cost with the antenna lease payments paid by the cellular carriers.

24. Are there any other feasible funding sources for the Project? What are they and in what amounts? Is Public Service Commission assistance necessary in obtaining funding from such other sources? If so, what assistance is necessary? [Rule 13.2.a.5.] **Due to current economic times, there are no other feasible funding sources for this project.**

25. In your opinion, can the Project proceed without the assistance of the requested grant? Provide your rationale for your answer. [Rule 13.2.a.3.]

No, the county has no public funds available for this project and the cellular service providers have no monies budgeted for constructing a Cell tower on this site in the foreseeable future.

26. Are there any alternatives which would accomplish the same objective as the Project? Compare the financial feasibility of the alternatives with the cost of the Project. Compare the efficiency of the alternatives with the efficiency of the Project. [Rule 13.2.a.4.]

We are unable to locate any financial alternatives to fund the cost of this project.

27. Will the proposed Project tower be suitable for multiple user applications? Provide support for your answer. [Rule 13.2.a.9]

This tower will be able to handle up to four cellular carriers. This tower will be purchased off of the State contract. All towers on the State contract are suitable for up to four cellular carriers.

28. How will the Project improve cellular coverage and/or make current coverage more reliable? Include, inasmuch as feasible: (1) information regarding the population of the affected area; (2) information regarding roadways, such as Interstates, which have significant traffic flows; (3) the adequacy and efficiency of other wireless communications facilities, if any, in the area to be served by the Project. [Rules 13.2.a.2. and 13.2.a.10.]

1. The population of the project area is 6,061 per the 2010 Census. We expect much of this unserved population would be able to be served by this tower.

2. The main roads near Campbells Creek are Route 60 and Interstates 64 and 77, which are already served by wireless communications towers. However, because of the high hills and ridges surrounding Campbells Creek, these existing towers are ineffective beyond a quarter mile past the entrance to of Campbells Creek.

3. Currently, there is no wireless cell phone coverage in the Campbell's Creek area of Kanawha County. This has imposed a public health and safety risk to the residents and citizens travelling through this area. When landline service is

interrupted in this area, residents are unable to access 911 emergency communication services. Recently, there has been an increase in copper theft leaving landline services inoperable and residents without access to 911 emergency communication services.

29. Who will be the owner or owners of the Project tower once the work subsidized by the grant sought herein is completed? Who will be the operator or operators?

The Kanawha County Commission will be the owner and operator of this tower.

30. Does the Project tower operator have the expertise, staffing and financial resources to operate and maintain the tower if the Project is approved and constructed? Provide support for your answer. [Rule 13.2.a.6]

The Kanawha County Commission has current staff with expertise to operate and maintain the tower. Dave Erwin, Emergency Operations Center Coordinator will be responsible for maintain and operating the tower. Mr. Erwin is responsible for the County's current radio tower sites.

31. With which codes, specifications, standards, etc. must the Project comply?

All Federal and State codes, specifications and Standards will be complied with. A Public Hearing before the Kanawha County Planning Commission is also required for a Building Permit for the proposed cell tower per the Kanawha County Wireless Communications Ordinance.

32. For joint endeavors, provide information regarding all participants in addition to the Project Sponsor. Such information should include full details regarding a contact person for each participating entity.

1. Verizon Wireless, Paul K. Marshall, Real Estate Specialist, 414 Grand Parks Drive, Suite 7, Parkersburg, WV 26105

2. AT&T Mobility, Area Manager of Real Estate and Construction, Virginia/West Virginia Market Office, 4801 Cox Road, Suite 300, Glen Allen, VA 23060, (Phone: 804-248-7733)

At a Regular Session of the County Commission of Kanawha County, West Virginia, held at the Courthouse thereof, on the 27th of October 2011, the following order was made and entered:

SUBJECT: Order authorizing the President of the Kanawha County Commission to execute a Wireless Cell Tower Assistance Grant Application.

The following motion was offered by Dave Hardy,
Commissioner:

The County Commission of Kanawha County, West Virginia, hereby grants authorization for President of the Kanawha County Commission to execute a Wireless Cell Tower Assistance Grant Application. A copy of the document is attached hereto and made a part hereof.

The adoption of the foregoing motion having been moved by:

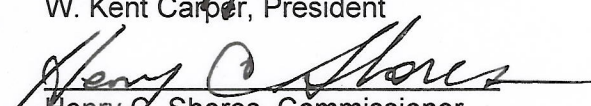
Dave Hardy, Commissioner, and duly seconded by
W. Kent Carper, Commissioner, the vote thereon was

as follows:

W. Kent Carper, President	<u>AYE</u>
Henry C. Shores, Commissioner	<u>AYE</u>
Dave Hardy, Commissioner	<u>AYE</u>

WHEREUPON, W. Kent Carper, President, declared said motion duly adopted and it is therefore ADJUDGED and ORDERED that said motion be, and the same is hereby adopted.


W. Kent Carper, President


Henry C. Shores, Commissioner


Dave Hardy, Commissioner

Approved By: 

County Attorney

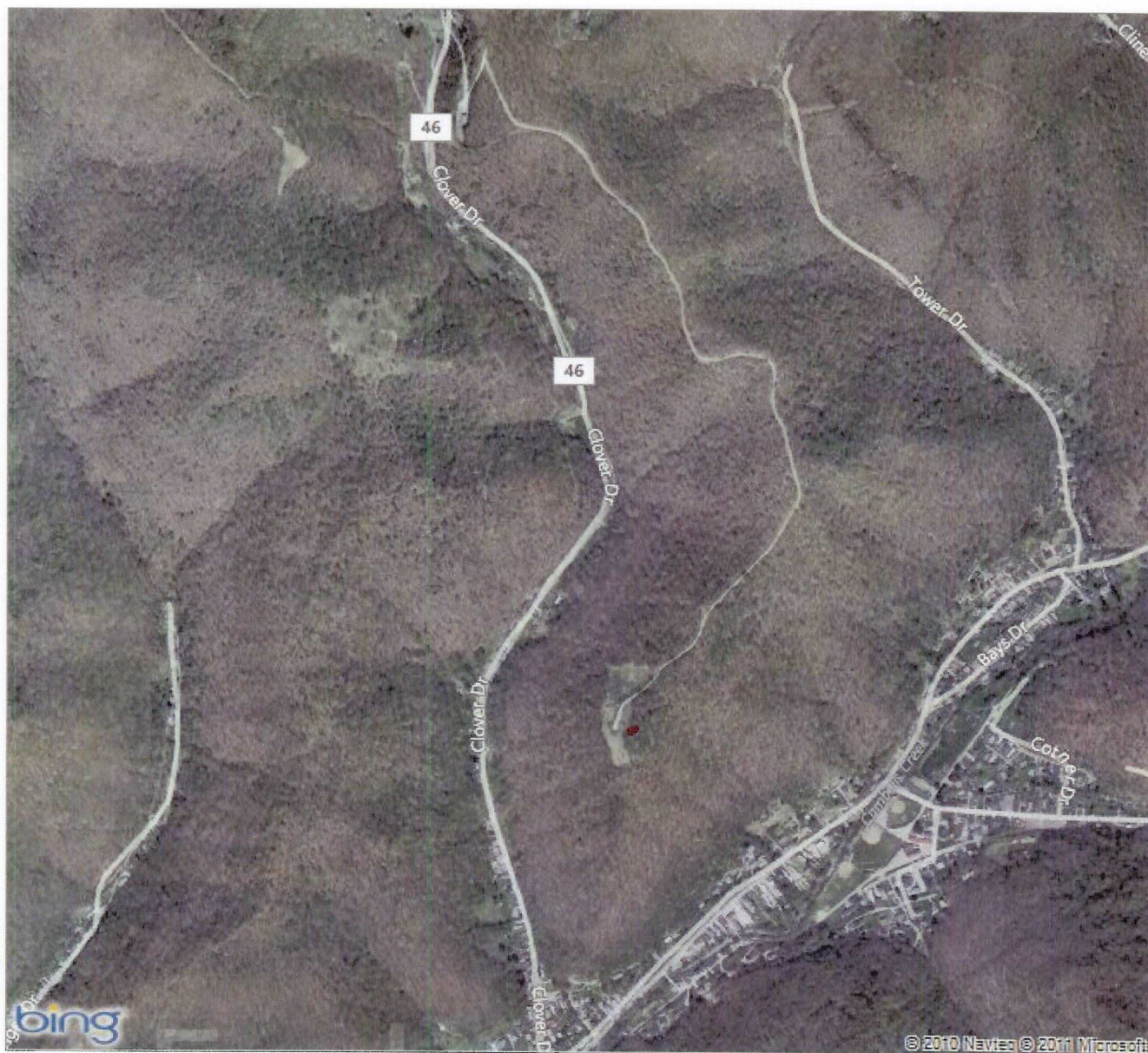
Kanawha County 240' Tower

	Description	Access Road	Site Prep	Foundation	Tower Erection	Ice Bridge	Building	Generator	Propane	Electrical	Grounding	Fencing	Total
	Cambell's Ck. Tower Site												TOTAL
	Civil work Access Road	8,000.00											8,000.00
	Gravel for road	5,000.00											5,000.00
	Civil work to clear 70x70		8,500.00										8,500.00
	Site Gravel		4,000.00										4,000.00
	Standard Pad and Pier Foundation			53,000.00									53,000.00
	Cost of 240' tower				51,500.00								51,500.00
	Labor to erect tower with lighting system				48,500.00								48,500.00
	6' tapered side arm x 6				1,500.00								1,500.00
	12' sector boom x 6				7,500.00								7,500.00
	300mm beacon light				2,600.00								2,600.00
	red side lights x 6				1,800.00								1,800.00
	20' verticle wave guide ladder x 8				1,200.00								1,200.00
	10' horizontal wave guide bridge x 4				2,400.00								2,400.00
	tower light controller kit				2,800.00								2,800.00
	safety Climb Device				480.00								480.00
	Tower Delivery and offload at site				1,000.00								1,000.00
	Horizontal Ice Bridge					600.00							600.00
	Installation of Ice Bridge					1,200.00							1,200.00
	10x20 Fibrebond Building						34,680.00						34,680.00
	Building offload and transport to site						4,000.00						4,000.00
	Building Offload and Set on pad						2,500.00						2,500.00
	Building Concrete Pad						4,000.00						4,000.00
	Generator							18,599.08					18,599.08
	Generator Pad							600.00					600.00
	Propane tank, filled and intalled								1,500.00				1,500.00
	Concrete Pad for Propane tank								900.00				900.00
	Electrical Backboard with Meter base installed									11,000.00			11,000.00
	Due Diligence, NEPA, SHIPPO, FAA	21,000.00											21,000.00
	Power Co. Electrical									20,000.00			20,000.00
	Standard Grounding										11,000.00		11,000.00
	Fence for 70 x 70 Compound											15,500.00	15,500.00
		34,000.00	12,500.00	53,000.00	121,280.00	1,800.00	45,180.00	19,199.08	2,400.00	31,000.00	11,000.00	15,500.00	346,859.08

My Notes



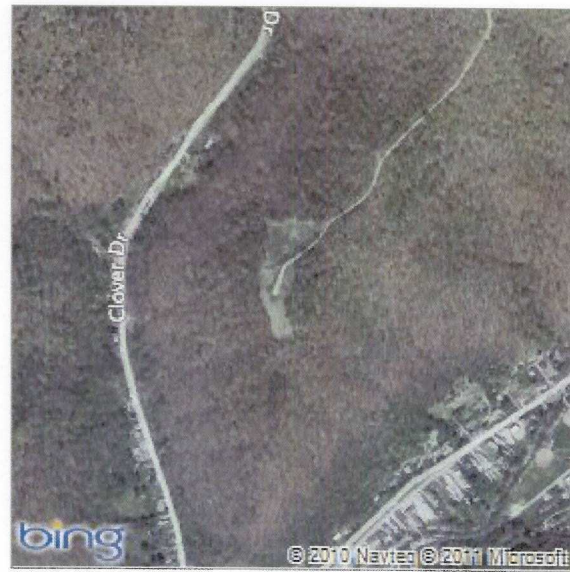
On the go? Use m.bing.com to find maps, directions, businesses, and more



My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more





AT&T Mobility
Virginia/West Virginia Market Office
4801 Cox Road, Suite 300
Glen Allen, VA 23060

November 9, 2011

Mr. John Luoni
County Engineer
Kanawha County
407 Virginia Street, East
P.O. Box 3627
Charleston, West Virginia 25336

RE: Letter of Support: Campbells Creek Potential Tower Site

Dear Mr. Luoni:

The purpose of this letter is to express the support for the communications facility proposed to be built by Kanawha County on certain real property located on WCAW Tower Road at the following approximate coordinates: N38 19 08.1, W81 32 27.6.

AT&T has evaluated the proposed location (including tower height) and determined that it will fit nicely into our network expansion plans. As such, AT&T will provide full support to Kanawha County in its efforts to secure zoning and any other federal, state, or local approvals necessary to develop the communications facility as proposed.

It should be noted that while this letter provides an accurate representation of our network expansion plans, no firm legal commitment to collocate on the structure should be inferred, absent a signed lease agreement.

Should you have any questions, please do not hesitate to contact me. We look forward to working with you on this important project.

Sincerely,

David C. Tuck
Area Manager of Real Estate and Construction
dt9106@att.com
804-248-7733



**Paul K. Marshall
Real Estate Specialist
414 Grand Park Drive, Suite 7
Parkersburg, WV 26105**

Nov. 2, 2011

**John Luoni
Kanawha County Commission
409 Virginia Street East
Charleston, WV 25301**

Re: Kanawha County tower site

Dear Mr. Luoni:

Verizon Wireless is interested in working with Kanawha County agencies in locating a wireless communications facility on a site to be developed and constructed by Kanawha County. The location coordinates provided are 38-19-35.24N, 81-30-49.43W. We would require an antenna center line of at least 150' above ground level.

Verizon Wireless would locate on this site upon the mutual approval of a lease and terms. We look forward to working with Kanawha County on this project. If you have any questions or need additional information, do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul K. Marshall", written over a horizontal line.

**Paul K. (Kim) Marshall, RES
Verizon Wireless**

Registration Search Results

3mile Radius

Displayed Results = Pending Application(s)**Specified Search**

Latitude='38-19-33.6 N', Longitude='081-30-51.8 W', Radius=4.8 Kilometers

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	1024840	Constructed	A0624921	Alltel Communications, LLC	38-18-55.0N 081-33-32.0W	RAND, WV	60.7
2	1033628	Constructed	A0376707	Lloyd Hoff Holding Corporation dba Portapage	38-17-00.0N 081-29-31.0W	MALDEN, WV	57.9
3	1054156	Constructed	A0063676	WEST VIRGINIA RADIO CORPORATION DBA = WCAW AM WVAF FM	38-19-09.0N 081-32-28.0W	CHARLESTON, WV	93.6
4	1054157	Constructed	A0063677	WEST VIRGINIA RADIO CORPORATION DBA = WCAW AM WVAF FM	38-19-06.0N 081-32-26.0W	CHARLESTON, WV	93.6

CLOSE WINDOW



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

Purchase Order

PURCHASE ORDER NO.
BPH10078

PAGE
1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
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INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

IN V O I C E T O	HEALTH AND HUMAN RESOURCES
	BPH - TRAUMA & EMERGENCY CARE
	SYSTEM - NOROP CENTER
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

10

FILE LOCATION

V E N D O R	304-636-8170
	MASTER SERVICE MID ATLANTIC IN
	PO BOX 2417
	ELKINS WV 26241-2417

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/10/2010		NET 30					
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	05/12/2010	JB	285-39	.00000			
OPEN-END BLANKET CONTRACT							
THE VENDOR, MASTER SERVICE MID-ATLANTIC, INC., AGREES TO ENTER WITH THE AGENCY, WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO AN OPEN END CONTRACT TO PROVIDE VARIOUS SIZE GENERATORS TO BE PLACED AT TOWER SITES FOR THE STATEWIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM THROUGHOUT WEST VIRGINIA PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, ADDENDUM NO. 1 DATED 3/29/2010, AND THE VENDOR'S PROPOSAL DATED 4/7/2010 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.							
OPEN END CONTRACT TO PROVIDE VARIOUS GENERATORS							
OPEN END CONTRACT							
TO ESTABLISH AN OPEN END CONTRACT FOR VARIOUS SIZE							
PURCHASING DIVISION CERTIFIED ENCUMBERED MAY 12 2010 Beverly Toler ENTERED							
IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> 5/11/10							
APPROVED FOR ONE FISCAL YEAR							
APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL							
BY ROBERTA WAGNER 304-558-0067							
PURCHASING DIVISION AUTHORIZED SIGNATURE							

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

I N V O I C E T O	HEALTH AND HUMAN RESOURCES
	BPH - TRAUMA & EMERGENCY CARE
	SYSTEM - NOROP CENTER
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

V E N D O R	304-636-8170
	MASTER SERVICE MID ATLANTIC IN
	PO BOX 2417
	ELKINS WV 26241-2417

S H I P T O	HEALTH AND HUMAN RESOURCES
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	VARIOUS LOCALES AS INDICATED ON PURCHASE ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/10/2010		NET 30					
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
GENERATORS TO BE PLACED AT TOWER SITES FOR THE STATE- WIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM AS WELL AS ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS AND MUNICIPALITIES.							
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 5/12/2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS 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							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE



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

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05/10/2010		NET 30					
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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 CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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 ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE



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

Purchase Order

PURCHASE ORDER NO.
BPH10078

PAGE
4

BLANKET RELEASE
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CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES BPH - TRAUMA & EMERGENCY CARE SYSTEM - NOROP CENTER 190 HART FIELD ROAD MORGANTOWN, WV 26505
--

04-636-8170 MASTER SERVICE MID ATLANTIC IN PO BOX 2417 ELKINS WV 26241-2417
--

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
05/10/2010	NET 30	5			
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL - MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
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.					
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY 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 ELECTRONIC MEDIUM SUCH AS CD-ROM.					
REV. 04/11/2001					
EXHIBIT 4					
LOCAL GOVERNMENT BODIES: THIS PURCHASE ORDER SHALL EXTEND THE PRICES, TERMS,					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					
TOTAL					

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE



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CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

INVOICE TO	HEALTH AND HUMAN RESOURCES
	BPH - TRAUMA & EMERGENCY CARE
	SYSTEM - NOROP CENTER
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

VENDOR	304-636-8170
	MASTER SERVICE MID ATLANTIC IN
	PO BOX 2417
	ELKINS WV 26241-2417

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES. THE PO SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.						
	REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

ITEM	QTY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
LP GENERATORS					
1	2	10 KW (SINGLE PHASE)	LP Generator	\$0.00	\$0.00
2	6	15 KW (SINGLE PHASE)	LP Generator	\$0.00	\$0.00
3	4	20 KW (SINGLE PHASE)	LP Generator	\$18,599.08	\$74,396.32
4	2	30 KW (SINGLE PHASE)	LP Generator	\$20,441.75	\$40,883.50
5	2	35 KW (SINGLE PHASE)	LP Generator	\$22,755.93	\$45,511.86
6	1	45 KW (SINGLE PHASE)	LP Generator	\$23,248.55	\$23,248.55
7	1	60 KW (SINGLE PHASE)	LP Generator	\$24,496.98	\$24,496.98
8	1	60 KW (THREE PHASE)	LP Generator	\$24,538.24	\$24,538.24
9	1	75 KW (THREE PHASE)	LP Generator	\$25,614.46	\$25,614.46
10	1	85 KW (THREE PHASE)	LP Generator	\$30,972.16	\$30,972.16
11	1	100 KW (THREE PHASE)	LP Generator	\$32,708.52	\$32,708.52
12	1	125 KW (THREE PHASE)	LP Generator	\$43,039.56	\$43,039.56
13	1	150 KW (THREE PHASE)	LP Generator	\$47,920.41	\$47,920.41
14	1	200 KW (THREE PHASE)	LP Generator	\$99,017.77	\$99,017.77
15	1	250 KW (THREE PHASE)	LP Generator	\$109,203.75	\$109,203.75
16	1	300 KW (THREE PHASE)	LP Generator	\$140,674.12	\$140,674.12
17	1	350 KW (THREE PHASE)	LP Generator	\$154,838.66	\$154,838.66
DIESEL GENERATORS					
18	1	60 KW (THREE PHASE)	Diesel Generator	\$35,295.19	\$35,295.19
19	1	75 KW (THREE PHASE)	Diesel Generator	\$37,319.40	\$37,319.40
20	1	85 KW (THREE PHASE)	Diesel Generator	\$42,575.35	\$42,575.35
21	1	100 KW (THREE PHASE)	Diesel Generator	\$44,688.21	\$44,688.21
22	1	125 KW (THREE PHASE)	Diesel Generator	\$52,208.13	\$52,208.13
23	1	150 KW (THREE PHASE)	Diesel Generator	\$52,208.13	\$52,208.13
24	1	200 KW (THREE PHASE)	Diesel Generator	\$62,724.91	\$62,724.91
25	1	250 KW (THREE PHASE)	Diesel Generator	\$74,748.91	\$74,748.91
26	1	300 KW (THREE PHASE)	Diesel Generator	\$95,122.53	\$95,122.53
27	1	350 KW (THREE PHASE)	Diesel Generator	\$103,090.34	\$103,090.34
				(cont)....	

MASTER SERVICE MID-ATLANTIC, INC
P.O. BOX 2417
1945 HARRISON AVE.
ELKINS, WV 26241

ITEM	QTY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Trailer Mounted			
28	1	20 KW (single phase)	Diesel Generator	\$18,413.47	\$18,413.47
29	1	30 KW (single phase)	Diesel Generator	\$23,171.55	\$23,171.55
30	1	35 KW (single phase)	Diesel Generator	\$23,171.55	\$23,171.55
31	1	45 KW (single phase)	Diesel Generator	\$24,631.80	\$24,631.80
32	1	60 KW (three phase)	Diesel Generator	\$25,931.79	\$25,931.79
33	1	75 KW (three phase)	Diesel Generator	\$27,428.77	\$27,428.77
34	1	85 KW (three phase)	Diesel Generator	\$30,973.68	\$30,973.68
35	1	100 KW (three phase)	Diesel Generator	\$31,225.22	\$31,225.22
36	1	125 KW (three phase)	Diesel Generator	\$32,368.27	\$32,368.27
37	1	150 KW (three phase)	Diesel Generator	\$35,692.80	\$35,692.80
38	1	200 KW (three phase)	Diesel Generator	\$42,296.23	\$42,296.23
39	1	250 KW (three phase)	Diesel Generator	\$50,078.32	\$50,078.32
40	1	300 KW (three phase)	Diesel Generator	\$61,793.76	\$61,793.76
41	1	350 KW (three phase)	Diesel Generator	\$70,720.02	\$70,720.02
		LP Tanks (Optional)			
42	5	500 Gallon	LP storage tank	\$2,546.20	\$12,731.00
43	5	1000 Gallon	LP storage tank	\$4,263.40	\$21,317.00
		Diesel Tanks (Optional)			
44	5	500 GL	Diesel storage tank	\$6,227.85	\$31,139.24
45	5	1000 GL	Diesel storage tank	\$7,548.62	\$37,743.08

**Additional pricing as
requested in Addendum
#1**

46	1	Low level Electronic fuel monitoring for LP Tanks	\$4,200.00	\$4,200.00
47	1	Electronic low fuel monitoring for diesel fuel tanks	\$3,800.00	\$3,800.00
48	1	2' x 2' paver blocks for 500gl or 1000gl LP tanks	\$250.00	\$250.00

Grand Total

\$2,126,123.51

Kanawha County 240' Tower

[illegible]

ROBERTA WAGNER 304-558-0067
BY Krista S. Terrell 05/19/10
PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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

Purchase Order

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SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM - NOROP CENTER
190 HART FIELD ROAD
MORGANTOWN, WV

26505

318-377-1030

FIBREBOND CORPORATION
1300 DAVENPORT DR

MINDEN LA 71055

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/18/2010		NET 30					
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p> <p>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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

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ASSISTANT ATTORNEY GENERAL

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE



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HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM - NOROP CENTER
190 HART FIELD ROAD
MORGANTOWN, WV 26505

318-377-1030
FIBREBOND CORPORATION
1300 DAVENPORT DR
MINDEN LA 71055

SHIP TO
HEALTH AND HUMAN RESOURCES
BPH - TRAUMA & EMERGENCY CARE
SYSTEM
VARIOUS LOCALES AS INDICATED
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/18/2010		NET 30					
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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 ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

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INVOICE TO	HEALTH AND HUMAN RESOURCES
	BPH - TRAUMA & EMERGENCY CARE
	SYSTEM - NOROP CENTER
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

VENDOR TO	318-377-1030
	FIBREBOND CORPORATION
	1300 DAVENPORT DR
	MINDEN LA 71055

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/18/2010		NET 30					
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO	ITEM NUMBER				
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 ELECTRONIC MEDIUM SUCH AS CD-ROM.							
REV. 04/11/2001							
CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK.							
EXHIBIT 4							
LOCAL GOVERNMENT BODIES: THE VENDOR INDICATES IN THE BID TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

Description	Unit Price
10'w x 10'l x 10h (nominal) single	\$24,490.00
10'w x 20'l x 10'h (nominal) single	\$28,920.00
10'w x 24'l x 10'h (nominal) single	\$31,450.00
12'w(11'6") x 20'l x 10'h (nominal) single	\$30,120.00
10'w x 20'l x 10'h (nominal) double long – (2) 10' x 10' sections	\$42,860.00
24'w x 30'l x 10'h (nominal) double wide	\$72,800.00
20'w x 20'l x 10'h (nominal) double wide – (2) 10' x 20' sections	\$63,890.00
10'w x 12'l x 10'h special application sled bottom on l beam	\$33,125.00

Delivery will be guaranteed no greater than eight (8) weeks after each building order date.

All building will meet industry standards (i.e., UL listing, FCC, IEEE)

WARRANTY STATEMENT

FIBREBOND CORPORATION

1300 Davenport Drive Minden, Louisiana 71055 Phone 318.377.1030

WARRANTY: Fibrebond Corporation warrants to the original purchaser only that the products produced, supplied and installed by Fibrebond will be free from defects in materials and workmanship under normal conditions and normal use for a period of one (1) year from the time the shelter is shipped from Fibrebond. Temporary storage shall not be part of the warranty period provided such temporary storage does not exceed thirty (30) days from the originally scheduled delivery date. The original equipment manufacturer's express warranty is passed through to the original purchaser and the OEM warranty will determine if Fibrebond is responsible to the Purchaser for any warranty work. Any violation of the original equipment warranty automatically voids any warranty, express or implied, from Fibrebond Corporation. Warranty repairs or replacement of parts or equipment will not extend the original equipment warranty period. Therefore, the warranty for the repair or the replacement is effective only for the remainder of the warranty period for the original part or product and only after the defective part or product has been returned to Fibrebond or an authorized representative of Fibrebond. Failure to pay invoice within 90 days will void all Shelter warranties.

This warranty does not cover defects caused by:

1. Alterations to the shelter or its components not approved by Fibrebond Corporation or the improper installation, repair or servicing, handling of the shelter or components or utilization of parts not supplied or approved by Fibrebond;
2. Failure to store, lift, anchor, or transport the shelter and/or its components in accordance with Fibrebond express recommendations;
3. Improper fuel or electrical supply or connection including, but not limited to, low voltage, voltage transients, power interruption, improper frequency, blown fuses and open circuit breakers;
4. Accidents or other events beyond the control of Fibrebond Corporation such as acts of war, acts of God, civil disturbances, riots, vandalism, storm damage, damage caused by workmen, fire, flooding, lightning or damage during transportation of FOB Minden, Louisiana, shipments or FOB Fairfield, California, shipments;
5. Defects that happen as a result of: a) any person tampering with or servicing the shelter or any Fibrebond installed component without Fibrebond authorization; b) the shelter being moved from its original shipping destination.
6. Failure of the customer to comply with the terms and conditions of Fibrebond's written Preventive Maintenance Program.

Our warranty does not cover normal maintenance items, repairs or replacement of consumable parts such as cleaning or replacement of filters, or items that are installed in accordance with the manufacturer's instructions and are operating effectively and are not used in the manner in which they were designed. If a Fibrebond shelter is defective, Fibrebond will repair the defective parts or area in the field utilizing accepted and general practice in the industry. If non-Fibrebond manufactured component parts are defective, Fibrebond will request the manufacturer or an authorized representative to repair or replace the defective parts. If the manufacturer fails to repair or replace the defective part (that is under warranty) in a reasonable time and there is no disqualification of warranty, then Fibrebond shall repair or replace the defective part.

In order to protect your warranty, you must: a) contact Fibrebond or the original equipment manufacturer of a component part as soon as you are aware of the defect; b) certify to Fibrebond in writing that the item claimed under this warranty is not disqualified by exclusion of this warranty. **THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY FIBREBOND CORPORATION THAT ARE NOT A PART OF THIS WARRANTY STATEMENT. FIBREBOND CORPORATION EXPRESSLY STATES THAT IT SHALL NOT BE LIABLE FOR ANY SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXEMPLARY**

OR PUNITIVE DAMAGES, AND/OR ATTORNEY'S FEES RESULTING FROM ANY BREACH OF WARRANTY. Some states have limitations or exclusions of implied warranties and incidental or consequential damage. Therefore, it is possible some of the above exclusions may not apply. No representative is authorized to assume for Fibrebond Corporation any other liability in connection with Fibrebond Corporation's products or services.

FIBREBOND CORPORATION'S TEN (10) YEAR LIMITED STRUCTURAL WARRANTY: Commencing with Fibrebond Corporation's buildings manufactured after January 1, 1998, Fibrebond Corporation shall provide to Customer a ten (10) year limited structural warranty according to the provisions, and subject to the conditions and exclusions provided for herein. This warranty shall not be modified, extended, or enhanced by any writing submitted by Customer, including Customer's purchase order, master agreement, written communications, Terms and Conditions and the like, unless a duly authorized representative of Fibrebond Corporation expressly agrees in writing to the modification or extension.

The ten (10) year limited structural warranty shall commence from the date of the subject building's shipment to Customer, and the said warranty shall cover, at Fibrebond Corporation's option and at its expense, reasonable repair or replacement of the building in accordance with general standards and practices of the industry. This structural warranty covers failure of the building to withstand specified loads, in normal conditions and during normal use of the building, and when the building is placed upon a foundation whose design components, area, and surface condition satisfy Fibrebond Corporation's specifications, drawings and requirements submitted to Customer prior to the manufacture of the building.

This limited structural warranty does not cover defects caused in whole or in part by:

1. The defect or failure in design or workmanship of the foundation, including, but not limited to, cracking, heaving, sagging, collapsing, leaking, condensation or water intrusion;
2. Alterations or repairs to the building or its components not approved by Fibrebond Corporation, or the improper installation, repair or servicing, handling of the building or components or utilization of parts not supplied or approved by Fibrebond Corporation;
3. Failure to store, lift, anchor, or transport the building and/or its components in accordance with Fibrebond Corporation's express recommendations;
4. Accidents or other events beyond the control of Fibrebond Corporation such as acts of war, acts of God, civil disturbances, riots, vandalism, storm damage, flying objects, animals, vehicles, damage caused by workmen, fire, flooding, earthquake, lightning, or damage during transportation;
5. Defects that happen as a result of:
 - a) Any person tampering with or servicing the building or any Fibrebond Corporation's installed component without Fibrebond Corporation's authorization;
 - b) The building being moved from its original shipping destination.
6. Failure of Customer to comply with the terms and conditions of Fibrebond Corporation's written Preventive Maintenance Program. The Customer shall inspect each building subject to this warranty at least one time every year, and maintain complete records of each such inspection and of any alteration, modification, repair or corrective action to the building. Copies of the subject inspection and maintenance records shall be forwarded to Fibrebond Corporation as the said records are generated. In order to protect this warranty, the customer shall:
 - a) Contact Fibrebond Corporation as soon as you are aware of the defect.
 - b) Certify to Fibrebond Corporation in writing that the item claimed under this warranty is not disqualified by exclusion of this warranty.

As of June 9, 2005

TERMS & CONDITIONS
FIBREBOND CORPORATION - SHELTERS

QUOTATIONS: Written quotations are firm for thirty (30) days from date of issue. All products are quoted FOB factory unless so stated on quotation. Clerical errors are subject to correction.

ORDERS: All orders are subject to acceptance by Fibrebond at its corporate office in Minden, Louisiana.

PAYMENT TERMS: Payment terms to be as shown on quotation. All invoices that are not paid within thirty (30) days after receipt of invoice shall be assessed a finance charge of 1½%, per month or the maximum amount allowed by state law on the unpaid balance, whichever is less. Failure to pay invoice within 90 days will void all Shelter warranties. If Fibrebond Corporation is required to institute legal proceedings against the customer for sums due and owing to Fibrebond by the customer, then, in addition to any other available legal relief, Fibrebond shall be entitled to recover its reasonable attorney's fees together with all court costs. Fibrebond shall be entitled to institute any necessary legal proceedings against the customer in the 26th Judicial District Court for Webster Parish in Minden, Louisiana, as being the Court of proper jurisdiction and venue for any such legal actions, and the customer further waives any objection it may otherwise have to the propriety of jurisdiction and venue of said Court. This Agreement shall be governed by the laws of the State of Louisiana, excluding its conflict of laws provisions.

STORAGE FEES: A daily storage fee of \$10 will be charged beginning on the thirtieth (30th) day after building completion. Storage fees will be invoiced monthly at a rate of \$10 per day. Fibrebond will provide 24-hour security and insurance coverage while the shelter is in storage on Fibrebond's premises.

TAXES/PERMITS: Quoted prices do not include Federal, State, or local applicable taxes and permits. Failure of Fibrebond to collect taxes that may be applicable does not relieve purchaser of tax liability.

CANCELLATION: Orders, contracts or agreements may be canceled by the purchaser only after payment of reasonable charges determined by Fibrebond based on expenses incurred and commitments made by Fibrebond to outside vendors and/or manufacturers.

DELIVERY, SETTING, AND SERVICING SHELTERS: Freight costs when quoted are estimates, and destination means the nearest common carrier delivery point within the Continental United States; and as such, are not guaranteed. Shelter shall be carefully inspected by customer upon receipt.

A. Access Roads

1. Access roads shall be all weather and constructed to support moving loads of 75-ton mobile cranes (60 ton, 120,000 lb. gross weight) and truck traffic (40 ton, 80,000 lb. gross weight).
2. Access roads shall be a minimum of 14' wide with an additional side clearance of 2' on each side of the shelter and 2' above height of shelter (plus height of the bed of trailer) to clear all obstructions such as trees, limbs, poles, etc.
3. Any damages incurred due to insufficient clearances will be repaired and billed to the customer at current rate schedules.
4. Entrance gates, gaps, or other entry points allowing access to customer site shall be a minimum of 4' wider than the shelter.
5. Minimum turning radius of 55° turns on access roads is required.
6. Maximum grade of access road shall not exceed 10%.

B. Site

Site to be of sufficient size, stability, and levelness to allow maneuverability of crane and truck to offload shelters. Compacted site area must extend 35' from edge of foundation on the access road side of building and be constructed of all weather type material and should allow proper drainage of site.

C. Obstructions

Any time delays caused by site conditions that interfere with the normal offloading of shelter will be charged to the customer at current rate schedules.

D. Foundations

1. Foundation design must comply with Fibrebond specifications and local requirements or the warranty will be void.

2. Concrete foundations should have sufficient cure time according to local code requirements or normal practices and procedures as defined by The American Concrete Institute.
 3. Foundation finished surface must be level within (plus or minus) 1/4".
- E. Pre-Delivery Inspection**
1. Fibrebond, upon request, will make a pre-delivery inspection of each site not meeting access specifications. This must be accomplished at least thirty (30) days prior to the first shelter delivery. A customer representative should accompany Fibrebond personnel or an authorized representative of Fibrebond on this inspection trip. Pre-delivery inspections will be quoted and billed at current rate schedules. Accurate and explicit directions to each site and site maps must be received by Fibrebond a minimum of seven (7) business days before the pre-delivery inspection trip.
 2. The purpose of this inspection is to verify and confirm that site conditions meet or exceed Sections A, B, C, and D above or in some cases individual requirements may be waived at the sole discretion of Fibrebond. An authorized representative of Fibrebond must express all waivers in writing to the customer.
- F. Servicing of Shelter at Site**
1. Normal servicing of shelter at site consists of:
 - a) A visual inspection of the shelter for damage in transit before offloading.
 - b) Offloading of shelter on customer foundation.
 - c) Anchoring shelter to foundation.
 - d) Grouting between floor unit of building and foundation, if necessary.
 - e) Installation of canopies, vent hoods, weather heads, or other such work required to meet the scope of work and specifications as defined by written agreement between the customer and Fibrebond previous to delivery.
 2. On-Site Acceptance of Shelter by Customer.
 - a) When normal servicing of shelter at site is completed as per Section F-1 above, the customer shall have a representative sign an acceptance of the shelter. In the absence of a customer representative and after F-1 above is concluded, final acceptance of the shelter is deemed to be complete.
 - b) After on-site acceptance of the building as defined in F-2a above, any other work performed, excluding warranty items, shall be billed at the current rate schedules.
 - c) Additional work on-site requested by a duly authorized representative of the customer shall be performed only as an extra to the contract.
 - d) Before delivery of building begins, an authorized representative of the customer must be designated by the customer in writing to Fibrebond, to accept or authorize extra work.
 - e) Costs caused by delays, which are beyond Fibrebond's reasonable control and/or work performed beyond the scope of work, will be charged to customer at current rates.

CUSTOMER RESPONSIBILITY FOR FINAL SITE DESTINATION: Fibrebond Corporation is not responsible for any local, state, or National governmental agency charges, fees, levies, taxes, fines, penalties etc., which are caused by the customer changing the destination of the shelter from its originally specified design location. Notice of the final destination of the shelter must be given to Fibrebond Corporation with purchase order, or in no case later than 30 days prior to initial scheduled production date.

CUSTOMER DATA: The customer is responsible for the accuracy of its plans and specifications, drawings, calculations, designs, testing data, instructions, and other similar information (referred to as "data") that it submits to Fibrebond as instruction/requirement(s) for Fibrebond's manufacture or performance. Customer shall indemnify Fibrebond and hold it free and harmless from any claim, liability, damage or loss (including attorney's fees that might be incurred to enforce this indemnity), caused in whole or in part, by the inaccuracy of customer's data submitted to Fibrebond.

WARRANTY: Fibrebond Corporation warrants to the original purchaser only that the products produced, supplied and installed by Fibrebond will be free from defects in materials and workmanship under normal conditions and normal use for a period of one (1) year from the time the shelter is shipped from Fibrebond. Temporary storage shall not be part of the warranty period provided such temporary storage does not exceed thirty (30) days from the originally scheduled delivery date. The original equipment manufacturer's express warranty is passed through to the original purchaser and the OEM warranty will determine if Fibrebond is responsible to the Purchaser for any warranty work. Any violation of the original equipment warranty automatically voids any warranty, express or implied, from Fibrebond Corporation. Warranty repairs or replacement of parts or equipment will not extend the original equipment warranty period. Therefore, the warranty for the repair or the replacement is effective only for the remainder of the warranty period for the

original part or product and only after the defective part or product has been returned to Fibrebond or an authorized representative of Fibrebond. Failure to pay invoice within 90 days will void all Shelter warranties.

This warranty does not cover defects caused by:

1. Alterations to the shelter or its components not approved by Fibrebond Corporation or the improper installation, repair or servicing, handling of the shelter or components or utilization of parts not supplied or approved by Fibrebond;
2. Failure to store, lift, anchor, or transport the shelter and/or its components in accordance with Fibrebond express recommendations;
3. Improper fuel or electrical supply or connection including, but not limited to, low voltage, voltage transients, power interruption, improper frequency, blown fuses and open circuit breakers;
4. Accidents or other events beyond the control of Fibrebond Corporation such as acts of war, acts of God, civil disturbances, riots, vandalism, storm damage, damage caused by workmen, fire, flooding, lightning or damage during transportation of FOB Minden, Louisiana, shipments.
5. Defects that happen as a result of: a) any person tampering with or servicing the shelter or any Fibrebond installed component without Fibrebond authorization; b) the shelter being moved from its original shipping destination.
6. Failure of the customer to comply with the terms and conditions of Fibrebond's written Preventive Maintenance Program.

Our warranty does not cover normal maintenance items, repairs or replacement of consumable parts such as cleaning or replacement of filters, or items that are installed in accordance with the manufacturer's instructions and are operating effectively and are not used in the manner in which they were designed. If a Fibrebond shelter is defective, Fibrebond will repair the defective parts or area in the field utilizing accepted and general practice in the industry. If non-Fibrebond manufactured component parts are defective, Fibrebond will request the manufacturer or an authorized representative to repair or replace the defective parts. If the manufacturer fails to repair or replace the defective part (that is under warranty) in a reasonable time and there is no disqualification of warranty, then Fibrebond shall repair or replace the defective part.

In order to protect your warranty, you must: a) contact Fibrebond or the original equipment manufacturer of a component part as soon as you are aware of the defect; b) certify to Fibrebond in writing that the item claimed under this warranty is not disqualified by exclusion of this warranty. **THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY FIBREBOND CORPORATION THAT ARE NOT A PART OF THIS WARRANTY STATEMENT. FIBREBOND CORPORATION EXPRESSLY STATES THAT IT SHALL NOT BE LIABLE FOR ANY SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, AND/OR ATTORNEY'S FEES RESULTING FROM ANY BREACH OF WARRANTY.** Some states have limitations or exclusions of implied warranties and incidental or consequential damage. Therefore, it is possible some of the above exclusions may not apply. No representative is authorized to assume for Fibrebond Corporation any other liability in connection with Fibrebond Corporation's products or services.

FIBREBOND CORPORATION'S TEN (10) YEAR LIMITED STRUCTURAL WARRANTY: Fibrebond Corporation shall provide to Customer a ten (10) year limited structural warranty according to the provisions, and subject to the conditions and exclusions provided for herein. This warranty shall not be modified, extended, or enhanced by any writing submitted by Customer, including Customer's purchase order, master agreement, written communications, Terms and Conditions and the like, unless a duly authorized representative of Fibrebond Corporation expressly agrees in writing to the modification or extension.

The ten (10) year limited structural warranty shall commence from the date of the subject building's shipment to Customer, and the said warranty shall cover, at Fibrebond Corporation's option and at its expense, reasonable repair or replacement of the building in accordance with general standards and practices of the industry. This structural warranty covers failure of the building to withstand specified loads, in normal conditions and during normal use of the building, and when the building is placed upon a foundation whose design components, area, and surface condition satisfy Fibrebond Corporation's specifications, drawings and requirements submitted to Customer prior to the manufacture of the building.

This limited structural warranty does not cover defects caused in whole or in part by:

1. The defect or failure in design or workmanship of the foundation, including, but not limited to, cracking, heaving, sagging, collapsing, leaking, condensation or water intrusion;

2. Alterations or repairs to the building or its components not approved by Fibrebond Corporation, or the improper installation, repair or servicing, handling of the building or components or utilization of parts not supplied or approved by Fibrebond Corporation;
3. Failure to store, lift, anchor, or transport the building and/or its components in accordance with Fibrebond Corporation's express recommendations;
4. Accidents or other events beyond the control of Fibrebond Corporation such as acts of war, acts of God, civil disturbances, riots, vandalism, storm damage, flying objects, animals, vehicles, damage caused by workmen, fire, flooding, earthquake, lightning, or damage during transportation;
5. Defects that happen as a result of:
 - a) Any person tampering with or servicing the building or any Fibrebond Corporation's installed component without Fibrebond Corporation's authorization;
 - b) The building being moved from its original shipping destination.
6. Failure of Customer to comply with the terms and conditions of Fibrebond Corporation's written Preventive Maintenance Program. The Customer shall inspect each building subject to this warranty at least one time every year, and maintain complete records of each such inspection and of any alteration, modification, repair or corrective action to the building. Copies of the subject inspection and maintenance records shall be forwarded to Fibrebond Corporation as the said records are generated. In order to protect this warranty, the customer shall:
 - a) Contact Fibrebond Corporation as soon as you are aware of the defect.
 - b) Certify to Fibrebond Corporation in writing that the item claimed under this warranty is not disqualified by exclusion of this warranty.

LIABILITY FOR LOSS, DAMAGE OR DELAY: Fibrebond Corporation shall not be liable in any way for failure to perform or for delay in performance due to any labor difficulty, strike, act of government authority, act of God, riots, truck/trailer shortage, accidents or any other delay in transportation. Fibrebond shall notify the purchaser within a reasonable amount of time after Fibrebond is aware of the delay. Fibrebond Corporation shall not be held responsible for more than the value of goods sold, nor will Fibrebond be liable for any special or consequential damages, including, but not limited to loss of revenue and profit, cost of capital or substitute production facilities, or for cover or for costs to cover.

LOSS OR DAMAGE CLAIMS:

- A. On goods shipped FOB factory, Fibrebond's responsibility ceases when the goods are accepted by the transportation company. In transit damage claims must be made directly with the carrier. In case of FOB delivery point, Fibrebond's responsibility ceases at point of giving of care, custody, and control of shelter.
- B. In all instances when delivery is to be made to a point via an unpaved or unimproved roadway:
 1. Fibrebond Corporation shall not be liable for damage to the goods shipped. The customer shall accept delivery at the junction of the highway and the commencement of the unimproved or unpaved roadway. The customer's representative at the site shall inspect the goods at said junction and place a notation on the bill of lading or shipping order accepting the cargo as free from damage or shortage subsequent to the customer's acceptance, including during transit via the unimproved or unpaved roadway: "Freight accepted, free of damage or shortage, transit to job site at customer's risk."
 2. The customer's representative at the junction of the unimproved or unpaved roadway shall act as the agent of the customer, conclusively obligating the customer to this provision.
 3. Unimproved or unpaved roadway is any roadway not listed as improved road or better in the most current "Household Goods Carrier Bureau Mileage Guide", or any subsequent corresponding amendment thereto.
 4. Any damage to property or injury to persons occurring during transit or unloading of cargo/goods via such unimproved or unpaved roadway shall be the sole responsibility of the customer. The customer shall indemnify and defend, at the customer's expense, Fibrebond Corporation from any claims or litigation or matters arising from said transportation, which indemnity shall include all of Fibrebond Corporation's costs of litigation and defense, including Fibrebond's reasonable attorney's fees. This provision shall be deemed to be incorporated in all of Fibrebond Corporation's quotations, work orders, offers to supply goods and services, and/or any other document generated by Fibrebond or on its behalf to supply goods and/or services to a customer, and no action or writing generated by the customer, shall act to modify or vary the terms hereof.

WV-96
Rev. 10/07**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECoupMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDORCompany Name: Fibreband CorporationSigned: [Signature]Title: CFODate: 4 May 2010



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

Purchase Order

PURCHASE ORDER NO.
BPH10075

PAGE
1

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

INVOICE TO	HEALTH AND HUMAN RESOURCES
	BPH - STATE TRAUMA &
	EMERGENCY MEDICAL SYSTEM
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

CHANGE ORDER
10
FILE LOCATION

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

VENDOR	270-830-8512
	ALLSTATE TOWER CO INC
	PO BOX 25
	HENDERSON KY 42419

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO	ITEM NUMBER				
0001	06/10/2010	JB	862-46	.000000			
<p>OPEN-END BLANKET CONTRACT</p> <p>THE VENDOR, ALLSTATE TOWER CO. INC., AGREES TO ENTER WITH THE AGENCY, WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO AN OPEN END CONTRACT TO PROVIDE VARIOUS COMMUNICATION TOWERS FOR THE STATEWIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM AT VARIOUS LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, ADDENDUM NO. 1 DATED 3/23/2010, ADDENDUM NO. 2 DATED 3/25/2010, ADDENDUM NO. 3 DATED 4/2/2010 AND THE VENDOR'S PROPOSAL DATED 4/14/2010 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.</p> <p>ENTERED</p> <p>APPROVED FOR ONE FISCAL YEAR</p> <p>6-14-10 BT</p> <p>APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL</p> <p>ROBERTA WAGNER 304-558-0067</p> <p>PURCHASING DIVISION AUTHORIZED SIGNATURE</p>							
					PURCHASING DIVISION CERTIFIED ENCUMBERED JUN 16 2010 Beverly Toler		
					OPEN END		
					TOTAL		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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

Purchase Order

PURCHASE ORDER NO.
BPH10075

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CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
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QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

INVOICE TO	HEALTH AND HUMAN RESOURCES
	BPH - STATE TRAUMA &
	EMERGENCY MEDICAL SYSTEM
	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

VENDOR	270-830-8512
	ALLSTATE TOWER CO INC
	PO BOX 25
	HENDERSON KY 42419

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO	ITEM NUMBER				
OPEN END CONTRACT TO PROVIDE INSTALLATION AND							
TO ESTABLISH AN OPEN END CONTRACT FOR THE PURCHASE OF VARIOUS COMMUNICATION TOWERS (SELF SUPPORT AND GUYED COMMUNICATION TOWERS) FOR THE STATEWIDE MEDICAL COM- MAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM AS WELL AS ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS AND MUNICIPALITIES.							
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 6/10/2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS 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							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE



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	MORGANTOWN, WV 26505

SHIP TO	270-830-8512
	ALLSTATE TOWER CO INC
	PO BOX 25
	HENDERSON KY 42419

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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/10/2010		NET 30					
SHIP VIA		FOB		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO	ITEM NUMBER				
<p>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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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 CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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 ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
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	190 HART FIELD ROAD
	MORGANTOWN, WV 26505

PURCHASER	* 270-830-8512
	ALLSTATE TOWER CO INC
	PO BOX 25
	HENDERSON KY 42419

SHIP TO	HEALTH AND HUMAN RESOURCES
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	SYSTEM
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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 ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: THIS CONTRACT SHALL EXTEND THE PRICES, TERMS,</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE PO SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.							
REV. 3/88							
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
TOTAL							

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

BID SHEET**3.0 Bid Schedule Chart 1**

Item Number	*Estimated Annual Order	Description	Unit Cost	Total Cost	Estimated Freight Per Item
1.	15	Six (6) foot standard side arms	250	3750	50
2.	15	Six (6) foot tapered side arms	250	3750	50
3.	5	Safety climb device	480	2400	120
4.	10	300 mm medium white light and red LED beacon combination	2600	26000	250
5.	10	Red side lights shall be LED fixtures	300	3000	50
6.	60	Four (4) inch microwave dish pipe mounts with all hardware. Must have capability of attaching to straight section or tapered section.	250	15000	120
7.	16	Ice shields for six (6) foot dishes	1250	20000	250
8.	16	Ice shields for eight (8) foot dishes	1250	20000	250
9.	100	Twenty (20) foot vertical waveguide ladder	150	15000	120
10.	12	Ten (10) foot horizontal waveguide bridge	600	7200	120
11.	24	Three (3) foot standard side arms	225	5400	50
12.	24	Three (3) foot tapered side arms	225	5400	50
13.	6	Twelve (12) foot sector booms capable of supporting four (4) antennas on each sector	1250	7500	250
14.	3	Tower light controller kit for tower lights	2800	8400	120
GRAND TOTAL				142800	1850

**Above numbers are sample estimates only. The actual number ordered may be more or less.*

Bid Schedule -- Chart 2

Item Number	*Estimated Annual Order	Self Supporting Towers	Unit Cost	Total Cost	Estimated Freight Per Tower
A.	1	100' self supporting	16,000	16,000	750
B.	1	120' self supporting	18,500	18,500	750
C.	1	140' self supporting	21,500	21,500	750
D.	1	160' self supporting	25,500	25,500	750
E.	2	180' self supporting	30,500	61,000	750
F.	1	200' self supporting	36,500	36,500	750
G.	1	220' self supporting	43,500	43,500	750
H.	2	240' self supporting	51,500	103,000	750
I.	1	260' self supporting	60,500	60,500	1500
J.	1	280' self supporting	70,500	70,500	1500
K.	2	300' self supporting	81,500	163,000	1500
L.	2	320' self supporting	93,500	187,000	2250
M.	2	340' self supporting	106,500	213,000	2250
N.	2	360' self supporting	120,500	241,000	2250
O.	2	380' self supporting	137,000	274,000	3000
P.	1	400' self supporting	153,500	153,500	3000
Guyed Towers					
Q.	1	100' guyed	18,000	18,000	750
R.	1	120' guyed	28,000	28,000	750
S.	1	140' guyed	32,000	32,000	750
T.	1	160' guyed	36,000	36,000	750
U.	1	200' guyed	46,000	46,000	750
V.	1	240' guyed	52,500	52,500	750
W.	1	280' guyed	68,500	68,500	750
X.	1	320' guyed	82,000	82,000	1500
Y.	1	360' guyed	93,000	93,000	1500
Z.	1	400' guyed	112,000	112,000	1500
AA.	1	440' guyed	128,000	128,000	2250
BB.	4	480' guyed	132,000	528,000	2250
Grand Total				2,912,000	37,500

**Above numbers are sample estimates only. The actual number ordered may be more or less.*

Chart 1 -- Grand Total: \$ 144,650.00
 Chart 2 -- Grand Total: \$ 2,949,500.00
GRAND TOTAL AMOUNT: \$ 3,094,150.00

NOTE: Award of this contract will go to a single vendor who meets all of the specifications as outlined in this RFQ at the lowest price. This is an open end contract. Quantities listed are estimates only to be used for evaluation purposes. Actual needs of the program will be provided whether greater than or less than the estimated quantities. This contract may be used by other states agencies and/or political subdivisions.



HARMONY HOLLOW RD

CLOVER DR

CLOVER

TOWER DR

B ST

FRACTION LN

BAYS DR

HARR DR

POINT LICK TER

CARBON DR

POINT LICK DR

LEONTINE DR

WELCOME LN

SLED RD

CAMPBELLS CREEK DR

STATON DR

WOODCHUCK LN

FAIRHAVEN DR

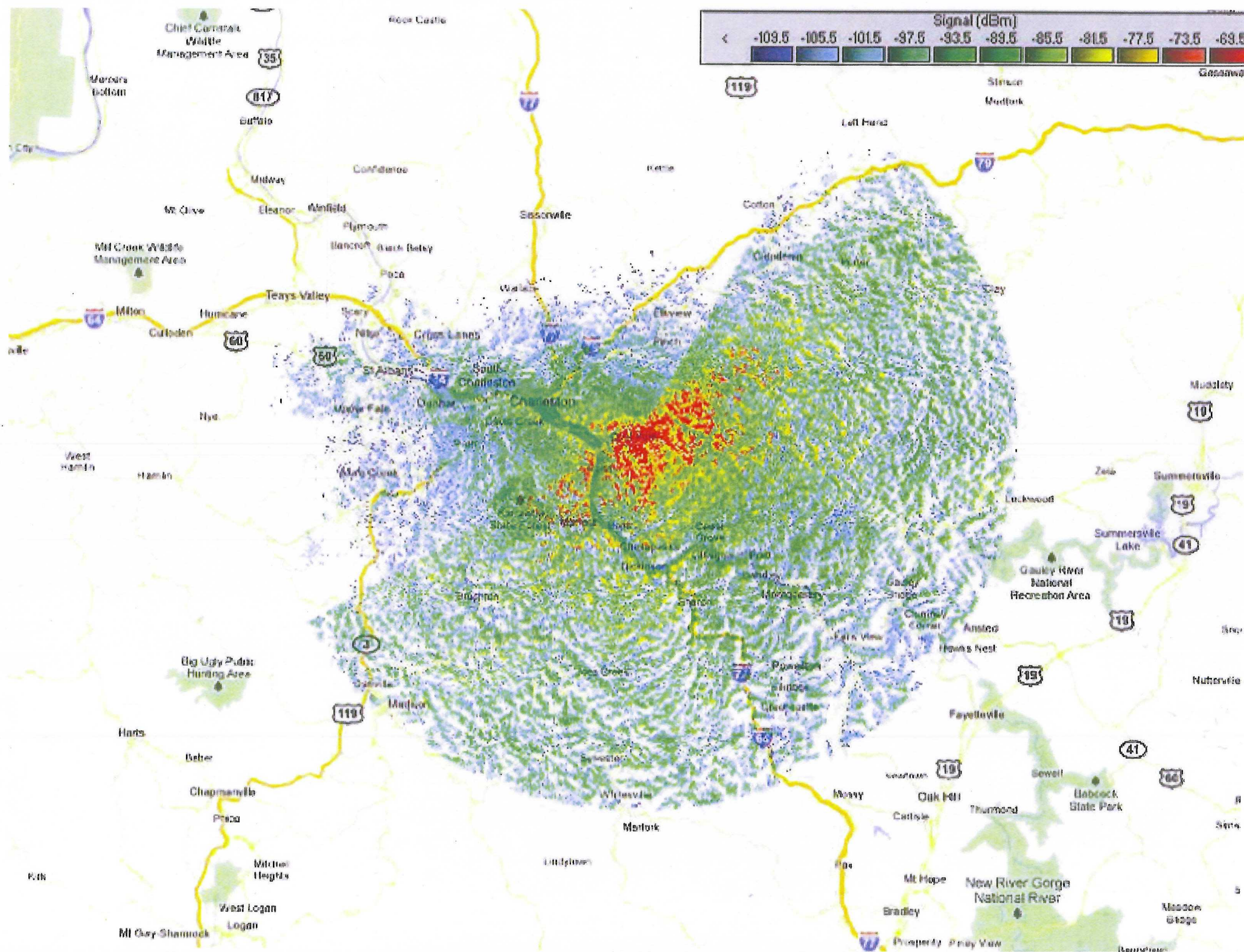
HATFIELD DR

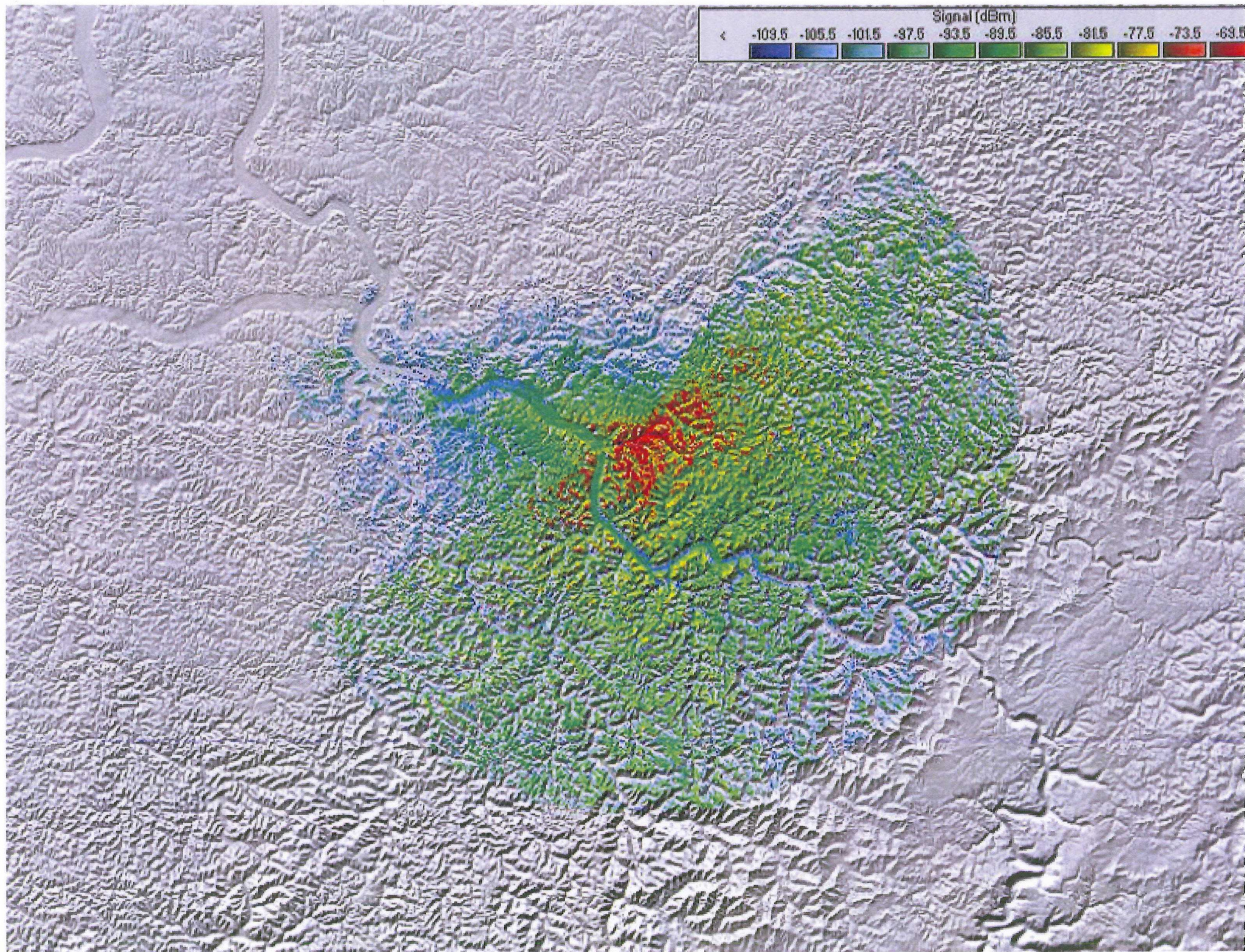
HILEY DR

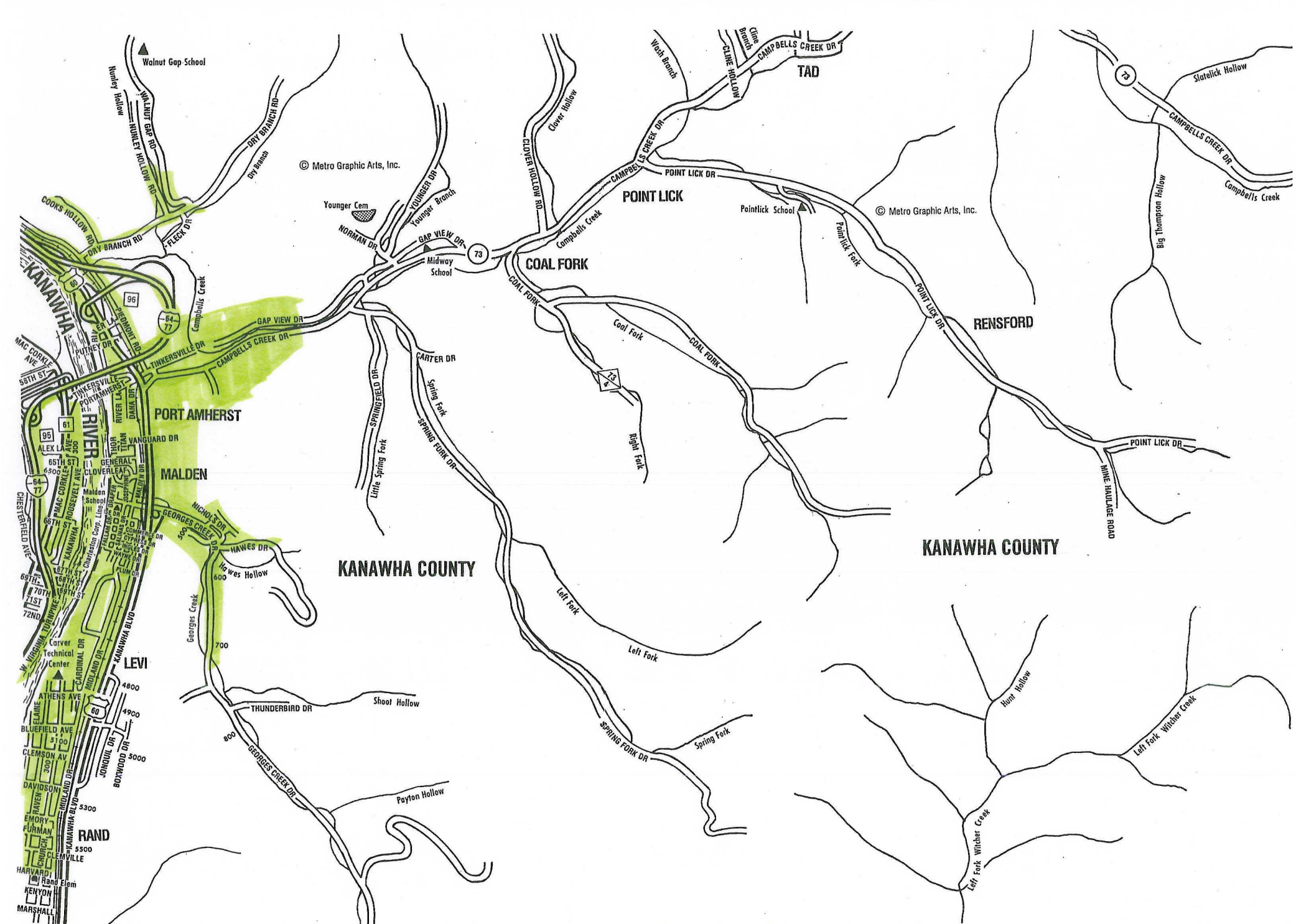
FROSTY CREEK DR

BUNGALOW RD

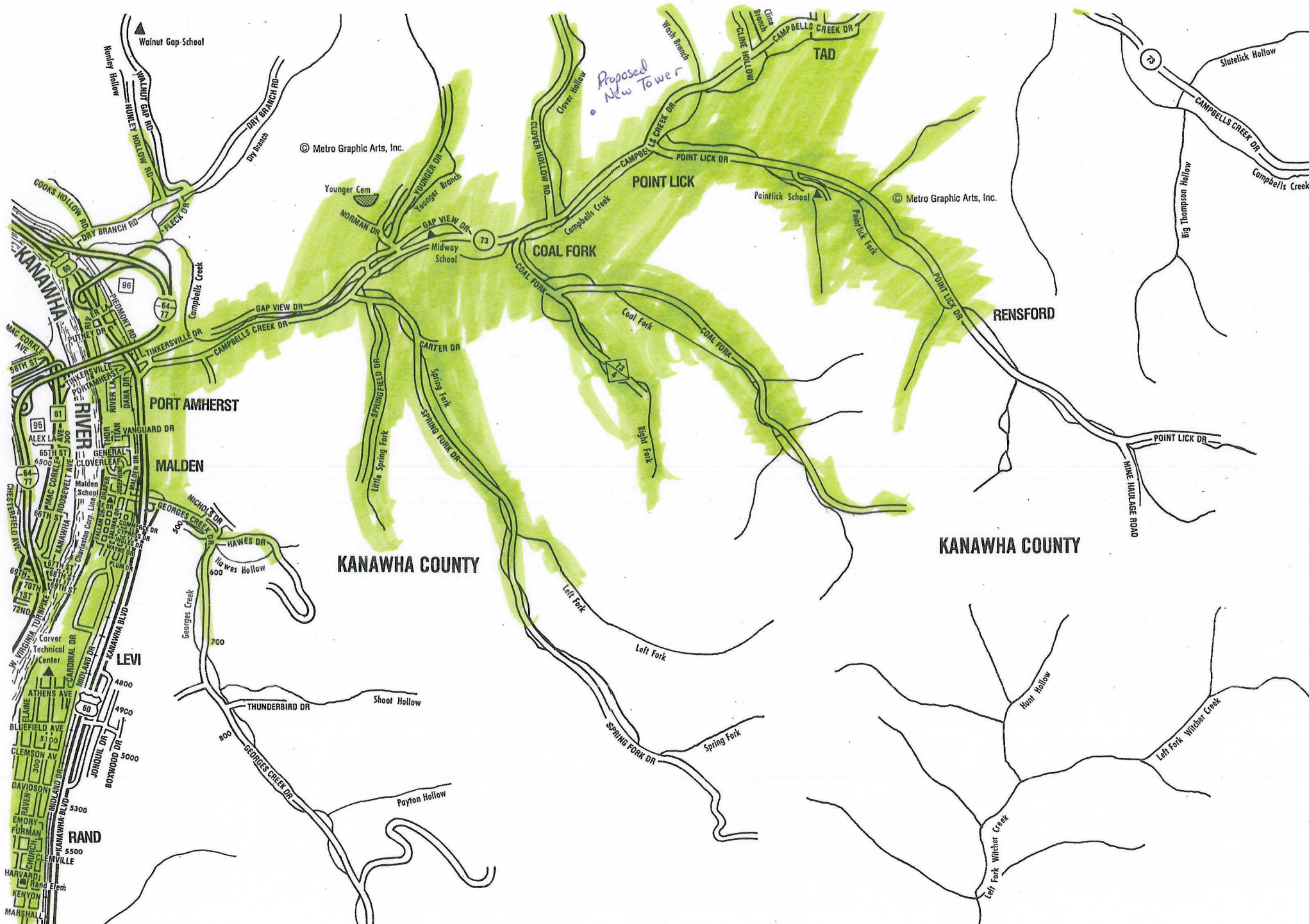








CURRENT COVERAGE AREA



COVERAGE AREA WITH PROPOSED NEW TOWER