



WV Network for Educational Telecomputing

837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192
Fax: (304) 293-5540

Purchase Order

42003B

Please show this number on all packages and documents related to this order.

P Doc No.:

Page #:

Vendor:
Lee Hartman & Sons, Inc.
3 Davis Court
Hurricane WV 25526

Ship to:
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

Invoice to:
Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

WVFIMS: 83121

FEIN: 540-706-361

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required	
01/13/2012	GK		Destination	01/16/2012	Net 30		
Item	Quantity	U/M	Description			Unit Price	Extended Price
			<p>This contract will establish an open-end contract for public and private Higher Education institutions to purchase audio visual equipment, Projectors, and peripherals per RFP #01202 dated December 8, 2011 And the Vendor's proposal dated January 6, 2012.</p> <p>WVNET reserves the right to add other manufactures products, Services, peripherals for audio/visual needs during the life of this Contract as desired by the institutions.</p> <p>Contract Period: January 16, 2012 –January 15, 2013 with the option To renew for five (5) additional one-year periods</p> <p>Contact: Larry Cox Phone: (304) 397-4100 lcox@leehartman.com</p>				
AUTHORIZED AGENT: Greg Kidder 304-293-5192					DISCOUNT		
AUTHORIZED SIGNATURE:  1/13/2012					ADDL. CHARGES		
ATTORNEY GENERAL: (if required)					PURCHASE ORDER TOTAL	OPEN END	

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **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 Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON 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.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor 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 Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

42003B

REQUEST FOR PROPOSALS 01202

The objective of this RFP is to establish an open end contract from which higher education institutions may purchase audio visual equipment, projectors, peripherals, and services per the attached bid sheet. Vendor must complete this proposal in accordance with the attached instructions. Vendor inquiries must be received prior to 5:00 p.m. December 19, 2011. Bids are to open at 1:00 p.m., Friday, January 6, 2012. This bid is available on our website: http://www.wvnet.edu/index.php?option=com_content&task=view&id=366

PART I - INSTRUCTIONS TO BIDDERS

- Use the forms provided by WVNET, as instructed.
- Complete all sections of the bid sheet.
- All quotations are considered F.O.B. destination, prepaid and allowed.
- All quotations must be delivered by the bidder to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotation on time will result in disqualification.

ORIGINAL SIGNED, SEALED BID TO:

WVNET
Chief Procurement Officer
837 Chestnut Ridge Road
Morgantown, WV 26505

Please make sure that the envelope is clearly marked "RFP 01202"

PART II: GENERAL TERMS & CONDITIONS FOR RFP 01202

- Awards will be made in the best interest of WVNET, WV Higher Education Institutions and the State of West Virginia.
- WVNET may accept or reject in part, or in whole, any bid.
- All quotations are governed by the West Virginia Code and the rules and regulations of the Higher Education Policy Commission.
- Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.
- All services performed or goods delivered under higher education purchase orders are to be continued for the term of the purchase order, 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.
- Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- Resident vendor preference shall be granted upon written request with the vendor's response according to the attached "Preference Certificate". Each successful vendor will be certified for a specific percentage (not to exceed 5%) for the sections of the Resident Vendor Preference that was qualified. This % shall be applied to all future bids under this contract, if a non-resident or out-of-state vendor is one of the successful contractors of the contract, except in cases of reciprocity.
- All State of WV Higher Education Institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificates may be requested from the individual College and Universities. Private Colleges in WV eligible to use this contract must supply this information to the vendor(s).
- The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
- The laws of the State of West Virginia and the rules and regulations of the Higher Education Policy Commission shall govern all rights and duties under the contract.
- If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which is attached for your review.
- This open-end contract is to become effective upon approval for one year, with options to renew for five (5) successive years.
- Bidder must include letter (s) from the manufacturer naming vendor as an authorized education dealer in the state of WV for the product (s) quoted.
- Vendor must be able to provide and maintain their own web site where contract information can be located. Contract information should include a contact person, phone number, fax number, and a list of products. It is the vendor's option to list prices. Vendor must agree to allow WVNET's web site to link to their web site so that eligible institutions can get contract information easily.

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PART III - PROCEDURAL SPECIFICATIONS

The objective of the Request for Proposal (RFP) is to establish a qualified vendor or vendors from which colleges and universities may purchase audio visual equipment and peripherals.

The items bid are to be current products from the vendors product line. This is not a mandatory contract for use by the higher education institutions; but is made available for the convenience of those colleges, universities and agencies as requested.

The purpose of Part III is to provide information to the vendor explaining what is expected when responding to this request.

A. VENDOR PROPOSALS

- The vendor must respond affirmatively to each mandatory requirement of this RFP.
- A vendor's response should consist of a copy of the RFP with the vendor's understanding of each requirement, sequentially numbered and inserted in proper position;
- the vendor's completed WV-96 (Exhibit C);
- the in-state vendor preference sheet (Exhibit H), if applicable;
- letter(s) from the manufacturer authorizing educational sales in WV;
- The equipment bid sheet, quoting pricing for each product on the sheet;
- Exhibit E, No Debt Affidavit, signed and notarized;
- Exhibit G, Drug Free Workplace Conformance Affidavit, signed and notarized.
- Exhibit I, Amendment Receipt Form

Any proposal that does not adhere to this format, and/or which does not address each requirement within the RFP, may be deemed non-responsive and rejected on that basis.

WVNET reserves the right to waive any informalities in the proposal format.

The vendor should provide one (1) complete copy of their bid for use in the evaluation process, along with one (1) signed original. Electronic copies of the bid should also be included in a MS Word or pdf format.

Proposals should be prepared simply and economically, providing a straight-forward concise description of the vendor's capability to satisfy the requirements of the RFP.

The vendor will bear all costs associated with the preparation and presentation of the vendor's bid. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFP.

If the proposals contain any information that the vendor does not want disclosed to the public or used by the State for any purpose other than to evaluate the proposal, such information must be included under separate cover and clearly marked as follows:

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

This restriction may only apply to information that is specifically exempted from disclosure under Article 1, Chapter 28B of the West Virginia Code (West Virginia Freedom of Information Act).

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B. SCHEDULE OF EVENTS FOR RFP# 01202

- | | |
|---|-------------------|
| • Release of RFP: | December 8, 2011 |
| • Deadline for written questions: | December 19, 2011 |
| • Distribution of responses to written questions: | December 22, 2011 |
| • Bid Opening Date and Time 1:00 p.m. | January 6, 2012 |
| • Estimated date of award of bid: | January 16, 2012 |

C. RELEASE OF RFP

This RFP is being issued by WVNET on December 8, 2011.

Deadline for Vendor Written Inquiries

Potential vendors may submit written questions relative to the intent or clarity of this RFP until the close of business on December 19, 2011. All written questions must be addressed to Gregory Kidder, Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505 or emailed to gkidder@mail.wvnet.edu.

Response to Vendor Questions

Written responses to written questions and any RFP amendments, if necessary, will be distributed by December 22, 2011 to all recipients of the RFP.

Bid Opening Date and Time

All vendor proposals must be received at WVNET prior to 1:00 p.m. on Friday, January 6, 2012.

D. CONTRACT AWARD

Upon receipt of each vendor's response, the Purchasing Department of WVNET will review each response and confirm compliance with the RFP mandatory requirements, procurement guidelines, and contractual obligations. The State intends to enter into an agreement with the apparent successful vendor(s) with an initial term of 12 months, and options to renew each year for (5) five additional years. WVNET reserves the right to exercise the option of renewal.

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E. HOW INSTITUTIONS WILL USE THIS CONTRACT

All institutions will use the following guidelines when procuring from this contract:

- The school/department prepares a requisition/configuration of hardware/peripherals/support required using product list
- The school prepares a purchase order designating the configuration/model number. The purchase order must reference the WVNET contract resulting from this RFP.
- Vendor must deliver, install, make operational, and train (if necessary). Invoices are to be submitted according to the instructions on the purchase order from the institution. WVNET is not to be considered a central shipping or billing entity.

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F. VENDOR RESPONSIBILITIES

- Vendor must be a current authorized reseller of audio visual equipment to ensure support and service of the contracted equipment. Vendor must provide, with their bid response, a letter from the manufacturer(s) authorizing the vendor as a current certified VAR, for the past 12 months. Vendor should be ICIA® certified to sell, support, and install all covered products. The International Communications Industries Association, Inc.® (ICIA®) is the premier trade association for the professional audiovisual communications industry. Vendor should also provide proof of ICIA® certification.
- Items shipped must be in compliance with the specifications of the school. ANY DEVIATION OR SUBSTITUTION MUST BE CLEARLY MARKED BY THE VENDOR
- All vendor quotations are considered F.O.B. Destination, prepaid and allowed.

- Vendor must provide the WVNET purchasing department copies of current price lists, catalogs and product information to aid in configuration. These updates should be sent to WVNET on a quarterly basis.
- After vendor receipt of purchase order:
- When approved by the institution's purchasing department, the school will fax or mail a copy of the purchase order to the vendor.
- The vendor will not deliver partial shipments unless approved by the school.
- If the vendor does not deliver as specified in the vendor's response or the date agreed upon by the school and the vendor, the school may file a Vendor Complaint Form and send it to WVNET notifying them of the vendor's non-performance. Upon three vendor complaints the vendor may be asked to meet with a representative from WVNET.
- The vendor must agree to ship all items complete with a all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, nuts and bolts, etc.

Acceptance of System

Upon delivery of the equipment, the school will have up to seven (7) calendar days to perform the initial acceptance procedures. At a minimum, the school will be responsible for opening the boxes and checking delivery slips to confirm that the entire order was received and is not visibly damaged. Any deviations from the purchase order will be resolved by the vendor upon notification from the school during this seven-day acceptance period. The school will be deemed to have initially accepted the system on the eighth day following delivery unless the school has notified the vendor of any deficiencies. The school will maintain the hardware boxes and other packaging in which the equipment was delivered until after acceptance of the equipment.

The school will have fourteen (14) calendar days from delivery to perform the acceptance testing procedures. This examination shall include an inventory of internal components/cards and the testing required to insure compatibility with communication requirements. Any deviations from the purchase order or problems encountered will be resolved by the vendor upon notification from the school during this fourteen-day acceptance testing.

In some instances, schools will be buying equipment for statewide use with delivery at a central location. In these instances, the school has the option of negotiating with the vendor on a staged acceptance procedure. This option will be noted on the school's specifications.

Vendor Support

- The vendor must agree to maintain a technical support telephone number, staffed for eight consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time during business days for the State, and accessible to all schools who have purchased items from the vendor under this contract. Personnel staffing vendor's support line must be able to give competent technical assistance to schools for all items purchased from the vendor.
- The vendor agrees to stand behind the accuracy of the quote provided to the school. If the wrong components appear on the vendor's quote, or if the quote is incomplete, the vendor is responsible for any corrections required and must assume the cost of correction.
- The vendor agrees that his marketing staff will return calls from the schools within forty-eight (48) hours. These calls could be questions in regard to order status, questions on capabilities of equipment, or requests for quotes.
- The vendor should provide a single point of contact for marketing (one person that will handle quotes), a single point of contact for installation support (one person that will assist the school's technical support personnel in installation problems) and a single point of contact for warranty support (one person to handle problems encountered during the warranty period).
- The vendor should provide demonstrations at customer locations upon request, and provide follow up service for training and provide loaner equipment of equal or greater capabilities for equipment that needs to be taken off site for repair.

Lemon Law

If more than five legitimate service calls are required for any individual equipment provided by the vendor during the first year of warranty, the equipment shall be considered a "lemon" and replaced by the vendor. If the agency and vendor determine that the problem is a known software problem, the service call will not count as one of the five required under this "lemon" provision. Initial installation and setup also does not count as one of the five service calls. The "lemon" provision will also apply to other components but the time frame for printers and other components shall be the first year or the manufacturer's warranty, whichever is less. The vendor must notify the agency if the manufacturer's warranty is less than one year. The school shall document all service calls by serial number, vendor technician working on the problem, and date.

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G. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all equipment and software, and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's proposal and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractor does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing and a change order must be completed. The Prime Contractor shall be responsible for meeting all of the terms and conditions resulting from this RFP.

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H. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense:

(1) provide the State the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

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I. WARRANTY

The vendor must pass on all manufacturer's warranty to the schools. The vendor must provide, at a minimum, a one-year on-site warranty service that includes parts and labor at no cost to the State. Warranty work must be performed by a technician authorized by the manufacturer to service the equipment.

The vendor must fully describe his warranty options in the response to this RFP. Description must include on-site warranty services. The vendor should describe any extended warranty options. If the vendor has a loaner policy when a critical machine is down during the warranty period, the vendor must describe how this is utilized.

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J. VENDOR CAPABILITY AND STABILITY

- Each vendor must be a registered vendor with the State of West Virginia prior to any award. The vendor must also pay the registration fee in accordance with Higher Education Governing Boards Regulations.
- The vendor must have at least one (1) year of experience providing, installing, integrating, and maintaining audio visual equipment and related services, at high volume levels. Vendor must include a letter (s) from the manufacturer(s) as proof that they are an authorized distributor for the specified audio visual equipment in the State of West Virginia.
- All subcontractors must have at least one (1) year of experience in the services they will be providing.
- Financial position of vendor; e.g. (Dun & Bradstreet Rating). Vendor must explain what percentage of their volume this contract would include and how the vendor plans to handle the volume financially.
- Vendor must provide two (2) written customer references, preferably in education or governmental organizations. One (1) of these customer references must be for companies, schools, agencies located within West Virginia. All customer references must be on company letterhead and must be for clients who have purchased audio visual equipment as specified in this RFP.

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PART IV – EVALUATION CRITERIA

This RFP will utilize the following criteria for evaluation:

10% Vendor Capability and Stability

15% Vendor Offerings, Services, and Warranty

75% Price

RFP #	ANSI Lumens	Resolution	Contrast	Manufacturer	Model	Mfg. Warranty	Description of Item Proposed (brightness, weight, dimension, etc)	List Price	Discount	WVNET Contract Price
Projectors and Accessories										
1	1000-1500	SVGA	500:1	Eiki	EIP1500T	3 year	1200 ANSI Lumens 1024x768, 9.5 lbs	\$2,495.00		\$530.00
2	1500-2000	XGA	6500:1	Eiki	EIP1600T	3 year	1200 ANSI Lumens 1024x768, 8.8 lbs	\$2,995.00		\$820.00
3	1500-2000	SVGA	3000:1	Epson	PowerLite S11	3 year	SVGA 2600 Lumens, 5.1 lbs	\$499.00		\$399.00
4	2000-2500	XGA	500:1	Eiki	LC-XBL21	3 year	2200 ANSI Lumens 1024x768, 5.5 lbs	\$795.00		\$495.00
5	2500-3000	XGA	2000:1	Epson	PowerLite 93	3 year	XGA 2400 Lumens HDMI, 2VGA, 16 Watt Speaker, USB, 6.9 lbs	\$799.00		\$489.00
6	3000-3500	XGA	2000:1	Epson	PowerLite 1750	3 year	XGA 2600 Lumens, USB Plug n Play instant setup, 3.7 lbs	\$899.00		\$629.00
7	3500-4000	XGA	2000:1	Epson	PowerLite 1835	3 year	XGA3500 lumens,Hor Keystone,HDMI,USB, 1.6 opt zoom,7.4 lb	\$1,399.00		\$999.00
8	4000-4500	XGA	1000:1	Epson	PowerLite 1915	3 year	XGA 4000 Lumens, Power Focus, HDMI, 7.82 lbs	\$1,999.00		\$1,529.00
9	4500+	XGA	1000:1	Epson	PowerLite 4100	3 year	XGA 4500 Lumens, Lens Shift, 15 lbs	\$2,499.00		\$1,699.00
10	Ceiling Mounting Kit			Epson	PowerLite 4300	3 year	XGA 5200 Lumens, Lens Shift, 15 lbs	\$2,699.00		\$1,949.00
11	Armor Lock Box Security Mount			Chief	KITES003	5 year	Kit includes: (1) RPTMAU-Universal Projector Mount, (1) CMS003 - 3" Extension Column, and (1) CMS440 -Speed-Connect Above Tile Suspended Ceiling Kit	\$389.00		\$195.00
12				Chief	KITES003/PG2A	5 year	Kit includes: (1) RPTMAU-Universal Projector Mount, (1) CMS003 - 3" Extension Column, and (1) CMS440 -Speed-Connect Above Tile Suspended Ceiling Kit, Projector Security Cage	\$778.00		\$390.00
Overhead Projectors										
13	2700	ENX Lamp		3M	M1810 PLUS	5 year	2700 Lumen, Dual Element Lens, Open Singlet 18.8 lbs	\$538.00		\$140.00
14	3000	ENX Lamp		3M	M1880 PLUS	5 year	3000Lumen articulating Closed doublet Dual Element Lens 19lbs	\$760.51		\$150.00
15	4300	FXL Lamp		3M	M1885 PLUS	5 Year	4000Lumen articulating Closed doublet Dual Element Lens 19lbs	\$716.11		\$240.00
Replacement Lamps for Projectors Above										
16	1000-1500	SVGA		Eiki	AH-57201	6 Months	275 Watt Lamp	\$489.00		\$385.00
17	1500-2000	SVGA		Eiki	AH-11201	6 Months	275 Watt Lamp	\$489.00		\$385.00
18	2000-2500	XGA		Epson	V13H010L67	6 Months	Replacement Lamp for PowerLite S11	\$199.00		\$160.00
19	2500-3000	XGA		Eiki	6103497518	6 Months	215 watt Replacement Lamps	\$190.00		\$135.00
20	3000-3500	XGA		Epson	V13H010L60	6 Months	Replacement Lamp for PowerLite 93	\$299.00		\$250.00
21	3500-4000	XGA		Epson	V13H010L65	6 Months	Replacement Lamp for PowerLite 1750	\$199.00		\$160.00
22	4000-4500	XGA		Epson	V13H010L61	6 Months	Replacement Lamp for PowerLite 1835	\$299.00		\$250.00
23	4500+	XGA		Epson	V13H010L53	6 Months	Replacement Lamp for PowerLite 1915	\$449.00		\$380.00
24	2700	ENX Lamp		Epson	V13H010L62	6 Months	Replacement Lamp for PowerLite 4100	\$549.00		\$475.00
25	3000	ENX Lamp		3M	ENX	6 months	Replacement ENX Lamp	\$48.60		\$11.50
26	4300	FXL Lamp		3M	ENX	6 months	Replacement ENX Lamp	\$48.60		\$11.50
27				3M	FXL	6 months	Replacement FXL Lamp	\$50.91		\$12.95
Document Camera/Visual Display Presenters										
29	Analog			Qomo	QD700	2 year	full size desktop 22x Optical Lens, Built in switcher scalar	\$1,935.00		\$1,540.00
30	SVGA			Qomo	QD3700	2 year	fullsize desktop 12xOpt Lens, Built in switcher scalar,2Meg Pixel	\$1,825.00		\$1,450.00
31	XGA			Qomo	QD3700	2 year	fullsize desktop 12xOpt Lens, Built in switcher scalar,2Meg Pixel	\$1,825.00		\$1,450.00
Television/Monitor										
Monitor/TV Receiver										
32	13"			Coby	LEDTV1526	1 year	15.6" ATSC LED TV/Monitor (720p, 60Hz) with HDMI input	\$399.00		\$115.00
33	20"			Coby	LEDTV2228	1 year	21.6" ATSC LED TV/Monitor (1080p, 60 Hz) with HDMI Input	\$499.00		\$200.00
34	25"			Coby	LEDTV2326	1 year	23" ATSC LED TV/Monitor (1080p, 60Hz) with HDMI Input	\$529.00		\$215.00
35	27"			Coby	LEDTV3226	1 year	32" ATSC LED TV/Monitor (1080p, 60Hz) with HDMI input	\$799.00		\$395.00

RFP #	Item #	ANSI Lumens	Resolution	Contrast	Manufacturer	Model	Mfg. Warranty	Description of Item Proposed (brightness, weight, dimension, etc)	List Price	Discount	WVNET Contract Price
								Monitor/TV Receiver Combo Units (VHS/VCR-DVD)			
	36	13"			Coby	LEDVD1596	1 year	15.6" ATSC TV/Monitor w/DVD Player (720p,60Hz) & HDMI input	\$429.00		\$150.00
	37	20"			Coby	LEDVD1996	1 year	18.5" ATSC TV/Monitor w/DVD Player (720p,60Hz) & HDMI input	\$449.00		\$195.00
	38	25"			Coby	LEDVD2396	1 year	23" ATSC TV/Monitor w/DVD Player (1080p,60Hz) & HDMI input	\$529.00		\$255.00
	39	27"			Coby	LEDVD3299	1 year	32" ATSC TV/Monitor w/DVD Player (720p,60Hz) & HDMI input	\$779.00		\$350.00
								Plasma Displays and Accessories			
								Displays			
	40	37"	1920x1080		LG Electronics	37LK450	1 year	37" 1080p HDTV, 1920 x1080, Energy Star, 3 HDMI inputs, LCD	\$899.00		\$525.00
	41	42"	1024x768		LG Electronics	42P1350	1 year	42" 720p HDTV 1024x768, Energy Star, 3 HDMI inputs, Plasma	\$929.00		\$535.00
	42	50"	1024x768		LG Electronics	50P1350	1 year	50" 720p HDTV 1024x768, Energy Star, 3 HDMI inputs, Plasma	\$999.00		\$675.00
	43	60"	1920x1080		LG Electronics	60PV450	1 year	60"1080p HDTV, 1920 x1080, Energy Star,3 HDMI inputs,Plasma	\$1,799.00		\$1,310.00
								Speakers For Plasma Televisions			
	44	37"						Not needed for above models			
	45	42"						Not needed for above models			
	46	50"						Not needed for above models			
	47	60"						Not needed for above models			
								Mounts			
	48	Ceiling w/tilt			Chief	PCMU	5 year	Universal Ceiling Mount for Small-Large Flat Panels	\$459.00		\$230.00
	49	Wall w/tilt			Chief	LTAU	5 year	Universal Tiltng Wall Mount for Small to Large Flat Panels	\$229.00		\$110.00
								Screens			
								Manual			
	50	Wall/ Ceiling 50"X50"			Da-Lite	40180	1 year	Model B Matte White 50" x 50"	\$78.00		\$47.00
	51	Wall/ Ceiling 60"X60"			Da-Lite	40184	1 year	Model B Matte White 60" x 60"	\$88.00		\$55.00
	52	Wall/ Ceiling 72"X72"			Da-Lite	33420	1 year	Model B Matte White 70" x 70"	\$104.00		\$59.00
	53	Wall/ Ceiling 84"X84"			Da-Lite	41097	1 year	Model B Matte White 84" x84"	\$154.00		\$95.00
	54	Tripod 60"X60"			Da-Lite	40124	1 year	Picture King Matte White 60" x60"	\$222.00		\$135.00
	55	Tripod 72"X72"			Da-Lite	40131	1 year	Picture King Matte White 70" x70"	\$242.00		\$149.00
	56	Tripod 84"X84"			Da-Lite	40141	1 year	Picture King Matte White 84" x84"	\$374.00		\$225.00
								Motorized			
	57	60" Insta-Theater			Da-Lite	33032	1 year	Deluxe Insta-Theater 60"	\$510.00		\$300.00
	58	80" Insta-Theater			Da-Lite	33053	1 year	Deluxe Insta-Theater 80"	\$630.00		\$370.00
	59	100" Insta-Theater			Da-Lite	87063	1 year	Deluxe Insta-Theater 100"	\$760.00		\$445.00
								Smartboards and Accessories			
	60	47"			Smart Tech	SB640	2-5 year	48" Interactive White Board	\$999.00		\$699.00
	61	60"			Smart Tech	SB660	2-5 year	64" Interactive White Board	\$1,199.00		\$1,199.00
	62	72"			Smart Tech	SB680	2-5 year	77" Interactive White Board	\$1,999.00		\$1,399.00
	63	47" for Plasma			Smart Tech	SBD-L446	2-5 year	Overlay for 46" Display	\$4,099.00		\$2,399.00
	64	50" for Plasma			Smart Tech	SBD-L450	2-5 year	Overlay for 50" Display	\$4,399.00		\$2,699.00
	65	60" for Plasma			Smart Tech	SBD-L461	2-5 year	Overlay for 60" Display	\$4,999.00		\$3,099.00
	66	58 1/4" Cabinet System			Smart Tech	FSSBD100	2-5 year	SMART Mobile stand for interactive displays	\$4,399.00		\$3,199.00
	67	66" Cabinet System			Smart Tech	FSSBD100	2-5 year	SMART Mobile stand for interactive displays	\$4,399.00		\$3,199.00
	68	72" Cabinet System			Smart Tech	FSSBD100	2-5 year	SMART Mobile stand for interactive displays	\$4,399.00		\$3,199.00
	69	72" Cabinet System with Xport 10			Smart Tech	FSSBD100	2-5 year	SMART Mobile stand for interactive displays	\$4,399.00		\$3,199.00
	70	Synhroneyes Software			Smart Tech	SS-011-L	2-5 year	Sync Software is based on number of License school buys.	\$1,249.00		\$815.00
	71	Interactive Display Pen			Smart Tech	SP518	2-5 year	Interactive Display Pen	\$2,899.00		\$2,029.00
								Interactive White Boards			
	72	62" Diagonal			Smart Tech	SB660	2-5 year	64" Interactive White Board	\$1,599.00		\$1,199.00
	73	77" Diagonal			Smart Tech	SB680	2-5 year	78" Interactive White Board	\$1,999.00		\$1,399.00

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **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 Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON 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.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor 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 Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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 provision 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** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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: WVNET
 Signed: [Signature]
 Title: CFO
 Date: 1/13/2012

VENDOR

Company Name: Lee Hartman & Sons, Inc.
 Signed: [Signature]
 Title: Area Manager
 Date: 1/4/2012

RFQ No. 01202

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Lee Hartman & Sons, Inc.

Authorized Signature: *Darryl T. Cox* Date: 1/4/2012

State of West Virginia

County of Kanawha, to-wit:

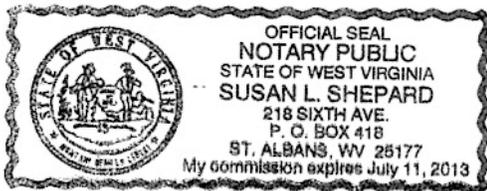
Taken, subscribed, and sworn to before me this 4th day of January, 2012.

My Commission expires July 11, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

Susan L. Shepard





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Larry T. Cox, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Lee Hartman & Sons, Inc.; and,
2. I do hereby attest that Lee Hartman & Sons, Inc.

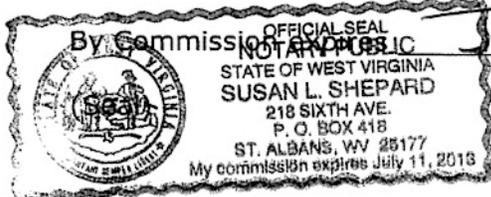
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Lee Hartman & Sons, Inc.
(Company Name)

By: [Signature]
Title: Area Manager
Date: 1/4/2012

Taken, subscribed and sworn to before me this 4th day of January, 2012



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Amendment Receipt Form

RFB/RFP # 01202

I acknowledge the receipt of the following amendments for the above stated bid:

Amendment 1: X

Amendment 2: _____

Amendment 3: _____

If there are no amendments to this RFB/RFP, this form is not required to be submitted with the bid.

All amendments will be placed on the WVNET website at this URL:

http://www.wvnet.edu/index.php?option=com_content&task=view&id=366

Bidding Vendor Signature

Denny T. [Signature]