



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

Solicitation

NUMBER
851302006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ALAN CUMMINGS
 304-558-2402

VENDOR

RFQ COPY

JOSE TEJADA
 M & R COMPANIES
 6200 W HOWARD STREET
 NILES IL 60714

SHIP TO

DIVISION OF HIGHWAYS
 TRAFFIC SERVICES COMPLEX
 190 DRY BRANCH ROAD
 CHARLESTON, WV
 25306 304-558-8984

DATE PRINTED
12/11/2012

BID OPENING DATE: 01/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
ISSUED TO CHANGE BID OPENING DATE AND TIME PER THE ATTACHED DOCUMENTATION.						
001	1	EA		205-47	\$88,939.00	\$88,939.00
				TRAFFIC SIGN SCREEN PRINTER		
***** THIS IS THE END OF RFQ 851302006 ***** TOTAL:						\$88,939.00
01/08/13 11:12:26 AM West Virginia Purchasing Division						

SIGNATURE <i>JT</i>	TELEPHONE 847-410-3521	DATE 1/4/13
TITLE Cust. Serv. Mngr.	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 851302006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

MBR Sales and Service
Company

JL
Authorized Signature

1/4/13
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

M&R Sales and Service

(Company)

JT.

(Authorized Signature)

Jose Tejada, Customer Serv. Manager

(Representative Name, Title)

847-410-3521

(Phone Number)

847-967-9664

(Fax Number)

1/4/2013

(Date)

EXHIBIT A - PRICING PAGES

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	EA.	Traffic Sign Screen Printer. Unit Price to include cost of printer, delivery, manuals, and fulfillment of all training and preventative maintenance related obligations described in the RFQ	\$88,939.00	\$88,939.00

Manufacturer, model, series, and year of manufacture of unit to be supplied:

M&R MODEL: RENEGADE XL SERIES: 5284 2013

EXHIBIT B - BIDDERS EVALUATION REPORT

All specifications referenced herein are per Section 3.1.1 of the RFQ

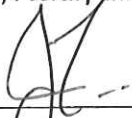
Specification	Unit or Manufacturer Meets Specification	
	Yes	No
3.1.1.1 General Design: The unit shall be a "clam shell" type screen printer	✓	
3.1.1.2 Print Area: The print area made available by the unit shall be a minimum of fifty-two (52) inches x eighty-four (84) inches.	MAXIMUM PRINT AREA 52 X 84	
3.1.1.3 Certification: The unit shall be Underwriter's Laboratory (UL) certified	✓	
3.1.1.4 Diagnostics: The unit shall include self-diagnostic capability	✓	
3.1.1.5 Foot Pedals: The unit shall have independent foot pedals for cycling and for vacuum activation.	✓	
3.1.1.6 Cycle Interruption Bars: The unit shall incorporate cycle interruption bars which automatically stop the press when activated.	✓	
3.1.1.7 Motors: The unit shall incorporate maintenance free AC motors with variable frequency drives.	✓	
3.1.1.8 Screen Leveling: The unit shall allow the operator to adjust the setting of the distance between the screen and the substrate at each of the four corners without requiring tools to do so.	✓	
3.1.1.9 Peel: The unit shall synchronize the peel with the speed of the print head.	✓	
3.1.1.10 Peel: The amount of peel shall be infinitely adjustable within the range allowed by the unit.	✓	
3.1.1.11 Independent Drives: The unit shall incorporate independent drives for controlling the speed of the print carriage and the lowering/raising of the head.	✓	
3.1.1.12 Pressure cylinders: Pressure cylinders shall be located on the ends of the print bar. The unit shall incorporate a minimum of one additional cylinder. The spacing between pressure cylinders shall be uniform.	✓	
3.1.1.13 Screen Registration: The unit shall incorporate X and Y axis analog dials.	✓	
3.1.1.14 Screen Registration: The unit shall allow adjustment down to 0.001 inches.	✓	
3.1.1.15 Screen Clamps: The unit shall incorporate screen clamps which are adjustable to accommodate a range of sizes.	✓	
3.1.1.16 Screen Clamps: The unit shall incorporate pneumatic screen clamps.	✓	
3.1.1.17 Squeegee & Floodbar: The unit shall incorporate tool-free pneumatic locks for the squeegee and floodbar.	✓	
3.1.1.18 Squeegee: The unit shall incorporate a pressure equalizer system for the squeegee.	✓	
3.1.1.19 Squeegee: The unit shall allow for tool-free pressure adjustment of the squeegee	✓	

EXHIBIT B - BIDDERS EVALUATION REPORT (CONTINUED)

Specification	Unit or Manufacturer Meets Specification	
	Yes	No
3.1.1.20 Squeegee: The unit shall allow for tool-free angle adjustment of the squeegee.	✓	
3.1.1.21 Squeegee: The unit shall allow for forward and backward tilt adjustment of the squeegee.	✓	
3.1.1.22 Squeegee: The unit shall incorporate a skewed holder for the squeegee.	✓	
3.1.1.23 Vacuum/Print Bed: The unit shall incorporate a vacuum/print bed with a 1/8" min thick stainless steel skin.	✓	
3.1.1.24 Vacuum & Blowback: The unit shall allow for the vacuum and blowback to be zone controlled.		✓
3.1.1.25 Technical Service Hotline: The manufacturer shall have a hotline available for technical service calls. This hotline shall be staffed, as a minimum, between the hours of 7:30 AM and 6:00 PM EST Monday through Friday, excluding WV State and Federal Holidays.	✓	
3.1.1.26 Preventive Maintenance: The manufacturer shall have the capability of providing annual on-site preventive maintenance services. This service may be provided by the manufacturer or a certified or licensed representative of the manufacturer. These services shall include thorough inspection of the unit and servicing of the unit as needed.	✓	
3.1.1.27 Power Requirements: The unit shall run on 3-phase electrical power. The bidder shall specify the specific power requirements in the Bidder's Evaluation Report.	✓	
3.1.1.28 Manufacturing Date: The unit specified herein and offered in this quotation shall be manufactured after January 1, 2012, and shall be clearly identified and marked with date of manufacture.	✓	
3.1.1.29 Warranty: A mandatory minimum one (1) year basic parts & labor warranty, excluding abuse & normal wear items, shall be required for this unit. The applicable warranty or service policy shall not be contingent upon obtaining routine preventive maintenance service from the manufacturer or the manufacturer's designated representative. It shall be the responsibility of the bidder to have available labor (if required) to repair or replace any defective replacement parts, components and materials found to be defective, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period.		✓ M&R WRITTEN WARRANTY APPLIES. COPY ENCLOSED.

EXHIBIT B - BIDDERS EVALUATION REPORT (CONTINUED)

By signing below, I certify that to the best of my knowledge the information provided above is accurate and true.

Signature:  _____

Name (Print): Jose Tejada _____

Title: Customer Service Manager _____

Phone Number: 847-410-3521 _____

Date Completed: 1/4/13. _____



The M&R Companies SALES & SERVICE INC.
M&R · NUARC · AMSCOMATIC
6200 W Howard St. - NILES, IL-60714 U.S.A

(847)967-4400 FAX:(847)967-9664 Sales:1-800-962-8883

Remittance Information:

REMIT PAYMENTS TO:M&R Printing,P.O.Box 83024,Chicago,IL 60691-3010
WIRE TRANSFER TO:Cole Taylor Bank, 9550 W Higgins Rd, Rosemont, IL 60018
Account #0692-87740:ABA #071000343: Swift #COLEUS44

To ALAN CUMMINGS DIV OF HWY-TRAFFIC SVS BRANCH 190 DRY BRANCH RD. CHARLESTON, WV 25306 USA Phone: 304-558-2402 Fax :	Quote Date:14-DEC-2012 On behalf of:M & R SALES & SERV.INC. M&R Sls Rep:Dennis Slutzky Exp. Date: 13-JAN-2013 Proposal #:51056 Quoted by:Shenna Nawrot
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Alan Cummings, we are pleased to quote you the following equipment:

QTY.	PRODUCT#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	AMOUNT
1	RENXLNT52842036A	Renegade XI 52x84 No Takeoff	66,900.00	66,900.00	66,900.00
1	CRATE	Land Crating/Packing Charge	635.00	635.00	635.00
1	RENXL-ALD-5284	Pneumatic Frame Locks	1,650.00	1,650.00	1,650.00
1	RENXL-SQFB-AL	Renegade XI Sq/Fb Air Locks	1,650.00	1,650.00	1,650.00
1	RENXL-ASP	Renegade XI Stepper Peel	2,100.00	2,100.00	2,100.00
1	RENXL-SKW-2	Renegade "XI" Skewed Squeegee	1,650.00	1,650.00	1,650.00
1	AOPT-SS-BED	Stainless Steel Vacuum Bed	8,375.00	8,375.00	8,375.00
2	9999005	Service Call	2,000.00	2,000.00	4,000.00
1	9999920	Installation Charges	1,000.00	1,000.00	1,000.00
* Freight Quoted Via Freight Kong, Pre-Paid + Add *					

Parts & Supplies Are Available Online at store.mrprint.com. Click here.

Price includes installation,labor,airfare,travel,sustenance and out of pocket expenses.Applicable Taxes(if any) NOT included.

Payment Terms: Payment Due Upon Install
F.O.B: Destination
Approx. Lead Time: 8 weeks from receipt of Purchase Order, and Completed Equipment Specification Forms.

Total Equipment Price:	87,325.00
Total Crating Charges:	635.00
Total Freight Charges:	979.00
Total Extended Price:	88,939.00

(Quoted in USD)

TERMS & CONDITIONS OF SALE HEREIN ATTACHED ARE INCORPORATED BY REFERENCE.

It is at Customer's sole responsibility and expense to obtain all permits, material-handling equipment and all required utilities, such as, but not limited to Electrical, Plumbing & Piping, HVAC. In addition, it is at the Customers responsibility and cost to provide peoplepower, as may be required to effect installation and assembly of equipment components.

Authorized Signature _____

Note: This proposal is valid until: 13-JAN-2013

*Acceptance of this proposal by seller will be effective upon receipt of a formal purchase order and/or any down payment from buyer.

BUYER'S SIGNATURE

Date

M&R Companies* (hereinafter referred to as "the Company" or "Seller")
TERMS AND CONDITIONS OF SALE

*DEFINITION: M&R means M&R Printing Equipment, Inc., M&R Sales and Service, NuArc Company, Amscomatic, Inc. and or any affiliates or subsidiaries of these companies.

1. Price Quotations

a. Unless otherwise agreed to in writing by M&R, all quotations expire thirty(30) days after the date of quotation. All prices quoted are valid only if Buyer's requested delivery date (including any change orders) is within six(6) months of the date on which the original order is placed.

b. Buyer agrees that its order constitutes a security agreement, under which Buyer grants to M&R a purchase money security interest in each product purchased by the Buyer hereunder for the amount of its purchase price, and M&R hereby reserves such security interest. In order to perfect M&R's security interest, Buyer agrees that (i) Buyer will execute any financing statements (e.g. UCC-1 forms) and amendments and supplements thereto, or other instruments that seller, as Secured Party, is required to file in compliance with the Commercial Code of any state, or any other law of the United States, and (ii) M&R may file such financing statements and Buyer's order, or a carbon photocopy or other reproduction of Buyer's Order, with the appropriate governmental authorities at any time, alone or with other documents that M&R determines to be necessary or desirable to perfect or protect the security interests created hereby. Payment in full of the purchase price of any product will release the security interest on that product.

2. Payment and Security Terms

a. Payment is to be made according to the terms on the front side of this Proposal. Any late payments are subjected to a one and half percent (1 1/2%) interest charge per month.

b. Buyer hereby grants and M&R reserves a purchase money security interest in each product purchased hereunder, and in any proceeds thereof, for the amount of its purchase price. Upon request by M&R Buyer shall sign any document required to perfect such security interest. Payment in full of the purchase price of any product purchased hereunder shall release the security interest in that product.

3. Default

a. Upon a default payment, M&R may, at its election, without notice and without demand, do any one or more of the following, all of which are hereby authorized by Buyer: (i) declare all unpaid installments immediately due and payable; (ii) enter, with or without process of law, any premises where the products might be and without breach of the peace take possession of the products and store them on the said premises, without charge or liability to M&R therefor, or remove the products to such other place or places as M&R deems convenient, all until foreclosure, sale, lease, or other disposition of the products by M&R; (iii) sell or otherwise dispose of the products, at public or private sale in accordance with applicable law, for cash or credit at the election of M&R (but Buyer shall be credited with the net proceeds of any such sale only when said proceeds are actually received by M&R), and M&R may become purchaser at any such sale if permissible under applicable law; (iv) exercise any or all of rights accruing to a secured party under the uniform Commercial Code and any applicable law upon default by a debtor. Buyer will, if M&R requests, assemble the products and made them available to M&R at a place to be designated by M&R which is reasonably convenient to M&R and Buyer.

b. Buyer will pay M&R any deficiency that may remain after M&R credits Buyer's liabilities in the net amount of any proceeds received by M&R through M&R's exercise of any or all of its rights or with any amounts received by M&R from the sale, lease or other disposition of the products by a receiver, trustee, custodian or auctioneer. All M&R's rights under this Contract are cumulative.

c. To the extent permitted by applicable law, Buyer hereby waives and releases M&R of and from any and all liabilities or penalties for failure of M&R to comply with any statutory or other requirement imposed on M&R relating to notices of sale, holding of sale, or reporting of any sale, and Buyer waives all rights of redemption from any such sale. In the event M&R seeks to take possession of the products by replevin or other court process, Buyer hereby irrevocably waives any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident of such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession of the products and waives the right to trial by jury with respect thereto and in any action in which M&R is a party.

4. Delivery Dates

a. Shipments of any products purchased are subject to M&R's availability schedule. M&R shall make every reasonable effort to meet any delivery date(s) quoted or acknowledged. However, M&R will not be liable for its failure to meet such date(s).

b. M&R shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or inability to deliver by M&R's suppliers.

5. Shipment, Risk of Loss and Packing

a. All orders are shipped F.O.B. manufacturer's plant, freight collect unless otherwise agreed to by M&R.

b. Unless otherwise agreed to in writing by M&R, all products shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices.

6. Order of Precedence

a. These Terms and Conditions of sale and any attachments take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to these terms and conditions. Neither M&R's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.

b. Buyer's purchase of M&R products hereunder represents acceptance of these Terms and Conditions of Sale and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

7. Cancellations

If Buyer elects to cancel this order, written notice must be given to M&R within 30 days from date of M&R Acknowledgement. Buyer agrees that all down payment monies will be considered as part of liquidated

damages and will be applied towards M&R's cancellation charge.

8. Acceptance of Products

Acceptance shall be accomplished by using applicable test procedures of programs established by the manufacturer of the equipment. If installation by M&R is not included in the purchase price acceptance shall be at the time of completion of final tests at the manufacturer's plant. If installation by M&R is included in the purchase price, acceptance shall occur at the installation site when M&R demonstrates that the product is in normal operating condition. If installation is scheduled or delayed by Buyer more than thirty(30) days after delivery, Buyer shall be deemed to have accepted the products on the thirty-first (31st) day from the date of shipment.

9. Patent Indemnity

M&R shall defend or settle any action or suit brought against Buyer based on an allegation that any M&R product infringes a US patent if notified promptly in writing and given assistance and the sole authority to defend or settle same at M&R's expense. M&R shall have the option to procure for Buyer the right to continue using said product; or replace same with a non-infringing product; or modify same so it becomes non-infringing; or refund the depreciated value of said product and accept return of the same. M&R shall have no liability for the infringement resulting from compliance with Buyer's designs or specifications or use of said product with products not supplied by M&R.

10. Warranty

Products manufactured by M&R may offer limited warranties from the respective manufacturer of the equipment against defects in materials and workmanship. If M&R receives notice of such defects during the warranty period, the equipment manufacturers, at their option, may repair or replace products which prove to be defective. The warranty extends to the first Buyer only and terminates if the products are transferred or sold to another entity. The foregoing warranty is in lieu of, and M&R disclaims all other warranties, express, implied, or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose. In no event will M&R be liable to buyer for exemplary, incidental, indirect, special, or consequential damages of any kind, including, without limitation, loss of profit, loss of use, savings, or revenue, whether or not M&R has been advised of the possibility of such loss, however caused and on any theory of liability in contract, in tort, under any warranty, in negligence, in strict liability, or otherwise, arising out of this agreement or Buyer's relationship with M&R. M&R disclaims any liability whatsoever for the Customer's environs where the equipment is to be operated and/or stored. This includes, but is not limited to, building construction, floor load, capacity of Electrical Panels or Service, atmosphere chemical content, ambient temperature and humidity content, or discharge from the exhaust plenums. Customer is solely responsible for obtaining and the expense of any Permits or Fees that may be required for the installation and operation of the equipment. M&R's liability arising out of the terms and conditions of sale and/or sale or use of the product, including without limitation, any and all claims combined, will not exceed the amount of the purchase price of the products. In no event will M&R be liable for the cost of procurement of substitute goods by Buyer or any other person or entity. Buyer hereby agrees that the price stated for the equipment is sufficient consideration in limiting M&R's liability. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Buyer more than one (1) year after the cause of action has accrued.

IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY FOR ANY EQUIPMENT WHETHER LIABILITY IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER. NOT WITHSTANDING THE FOREGOING PROVISION, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. M&R SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitations of Remedies and Liability

The remedies provided herein are Buyer's sole and exclusive remedies. In no event shall M&R be liable for direct, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory.

12. Miscellaneous

a. Except as may be prohibited by the U.S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.

b. Any required notices shall be given in writing at the address of each party set forth in the attachments hereto, or to such other address as either party may substitute by written notice to the other.

c. Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the state of Illinois. The parties hereby agree that any dispute relating to the products sold hereunder shall be subject to the jurisdiction of the courts within the State of Illinois.

d. Buyer agrees to pay all of M&R's costs and expenses, including attorney's fees, if M & R must bring a legal proceeding to enforce its rights hereunder.

e. Buyer may not assign any orders hereunder without the prior written permission of M&R; any attempt to assign any rights, duties, or obligations, that arise under such orders without M&R's permission will be null and void.

f. In the event that any of the terms and conditions hereof will be held by a court of competent jurisdiction or other tribunal to be unenforceable, the remaining terms and conditions will remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions that most nearly effect the parties' intent hereunder.

g. Notwithstanding any other provision to the contrary, Buyer indemnifies and agrees to defend and hold M&R and any of its successors and assignees harmless from and against all claims, costs, expenses (including, but not limited to, reasonable attorney's fees), damages, losses, and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against any such indemnified party with respect to any product or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation, or transportation, whether or not other parties are involved.

h. For the avoidance of doubt, no remedy referred to in this Agreement is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to M&R at law or in equity. No express or implied waiver by M&R of any default shall constitute a waiver of any default by Buyer or a waiver of any of M&R's rights, and no delay by M&R in enforcing any right or requiring performance of any provision of this Agreement by Buyer shall be a waiver of such right or effect the right of M&R to enforce such provisions.

LIMITED WARRANTY — Equipment Manufactured by the M&R Companies

This Limited Warranty applies to equipment manufactured by M&R Printing Equipment, Inc. and its subsidiaries (M&R Sales and Service, Inc.; NuArc, Inc.; and Amscomatic, Inc.), known collectively as The M&R Companies (M&R). Since Warranty terms and conditions vary by category and product, please read this Warranty in its entirety.

This Warranty takes effect on the day the product is delivered to the Consumer. If the equipment is to be installed by M&R, the Warranty takes effect upon installation or two weeks after delivery, whichever comes first. Damage that occurs in transit is not covered under this Warranty, and it is up to the Customer to file damage claims with the carrier. Subject to the conditions and limitations set forth below, the product is warranted against defects in workmanship and materials for the length of the Warranty period.

Warranty coverage provides for the replacement or repair of parts found by M&R to be defective during the term of the Warranty and subject to conditions set forth in "Limitations of Warranty". M&R may, at its discretion, choose to repair, rather than replace, defective parts covered under this Warranty. M&R reserves the right of final decision as to the applicability of Warranty provisions.

Limitations of Warranty

1. This Warranty applies only to the original Equipment Purchaser, and is not transferable.
2. This Warranty does not apply to defects resulting from the Buyer's improper installation, maintenance, or use.
3. Any modification of equipment not authorized by M&R in writing—or any misuse or operation outside of the manufacturer's intended conditions of use for the product—shall terminate the Warranty.
4. If the equipment requires installation, the Warranty is not applicable unless an M&R service technician or M&R-currently-certified service technician installs the equipment.
5. Repairs by non-M&R technicians—or by technicians not currently certified and authorized by M&R—will void all or part of this Warranty should M&R subsequently identify damage caused by improper repair procedures and/or by non-M&R-certified parts.
6. Replacement electrical or electronic parts provided by M&R under terms of this Warranty must be installed by an M&R technician—or a technician currently certified and authorized by M&R—to be covered for the remainder of this Warranty.
7. Third-party or "aftermarket" parts or products installed in—or attached to—M&R equipment without M&R authorization and/or by non-M&R technicians—or by technicians not currently certified and authorized by M&R—will void all or part of this Warranty should M&R subsequently identify damage caused by those parts or products or by their incorrect installation.
8. Parts that fail due to normal wear-and-tear—and expendable parts such as backup batteries, motor brushes, filters, fuses, bulbs, and glass—are excluded. Exposure system blankets are warranted for manufacturing defects only. Exposure system lamps are warranted against manufacturing defects for 30 days. Breakage is not warranted. Cuts, tears and holes caused by screen frames are not covered. Conveyor transport belts are not covered under Warranty for normal wear-and-tear or owner misuse. Transport belts on M&R textile belt printers are not covered under Warranty for damage caused by flash curing. If an inspection by M&R determines that belt failure was due to a manufacturing defect, M&R may choose to repair or replace the belt on a pro-rata basis. Exposure system warranties become void if lamps other than those bearing the NuArc logo are used.
9. Parts that fail due to misuse or from the owner's failure to provide required maintenance are excluded from this Warranty.
10. The Customer must provide a clean, moisture-free air supply for all pneumatically-operated equipment. Failure to do so may result in the premature failure of pneumatic equipment or components, including air seals, cylinders and valves. Any component failure determined by M&R to be caused by Customer's failure to provide a moisture-free air supply will not be covered by this Warranty.

Labor is not included under this Warranty. If the Customer elects to have replacement parts installed by M&R, the Customer will be responsible for all labor-related costs.

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: M&R Sales and Service

Authorized Signature: [Signature] Date: 1/4/13

State of Illinois

County of DuPage, to-wit:

Taken, subscribed, and sworn to before me this 4 day of January, 2013

My Commission expires November 23, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

