

**To:** Bid Clerk  
**Fax:** 304-558-3970  
**Phone:**  
**Re:** Bld # EBA469

**From:** MARION VAN DER VEEN  
**Date:** September 26, 2013  
**Pages:** 17 pages  
**CC:**

---

**Comments:**

I apologize for sending this fax twice. I needed to send from another fax so that I could receive confirmation that the fax was received.

09/26/13 11:23:18 AM  
West Virginia Purchasing Division

Thank you,

Marion van der Veen  
610-650-4100, ext.217

---

**TheLerro**  
Corporation

Corporate Headquarters  
905 Madison Avenue  
Norristown, PA 19403  
Phone: 610-650-4100  
Fax: 610-650-4110



**Corporate Headquarters**  
Valley Forge Corporate Center  
905 Madison Ave., Norristown, PA 19403  
610-650-4100  
FAX 610-650-4110  
www.lerro.com

*No Pages.*

September 26, 2013

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130  
Fax: 304-558-3970

09/26/13 11:23:24 AM  
West Virginia Purchasing Division

Bid Clerk,

Please accept our bid for WNPM-TV, bid number EBA469. The bid was sent via Federal Express, tracking #8693 2997 4226. The bid was scheduled to arrive yesterday, September 25, 2013. The bid was delayed in Memphis due to severe thunder storms. Due to weather conditions the envelope has been delayed and will not arrive by 1:30pm on September 26, 2013.

I called your office today and was given approval to fax the bid. The sealed envelope is now scheduled to arrive later today or tomorrow. The airport in West Virginia is closed due to fog.

Thank you for your time and consideration.

Marion M. van der Veen  
Secretary/Treasurer



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

### Solicitation

NUMBER
EBA469

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

S  
H  
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P  
T  
O

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA PUBLIC BROADCASTING AUTHORITY (WVEBA) REQUEST A QUOTE TO PROVIDE A HIGH DEFINITION STUDIO PRODUCTION SYSTEM THAT CONSISTS OF A HD VIDEO SWITCHER/CHARACTER GENERATOR/DVE, MONITORING AND CAMERA SYSTEM LOCATED AT THE WVEBA STATION AT 191 SCOTT AVE., MORGANTOWN, WV 26505 PER THE ATTACHED SPECIFICATIONS.						
0001	1	EA	840-50		39,995	39,995
PORTABLE, LIVE DIGITAL BROADCAST SWITCHER NEWTEK TRICASTER 8000 OR EQUAL						
0002	1	EA	840-50		Inc.	Inc.
NEWTEK LIVE TEXT 2 REMOTE TITLING SOFTWARE OR EQUAL						
0003	1	EA	840-50		Inc.	Inc.
NEWTEK VIRTUAL SET EDITOR 2 (TWO LICENSES) OR EQUAL						

09/26/13 11:23:30 AM  
 West Virginia Purchasing Division

SIGNATURE	<i>Matthew E. Murphy</i>	TELEPHONE	610-650-4100	DATE	09/06/2013
TITLE	President	FAX	23-1603065	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

**Solicitation**

NUMBER
EBA469

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

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VENDOR

SHIP TO

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	2	EA	840-50	PANASONIC 65" SMART VIERA E60 SERIES FULL HD LED TV OR EQUAL	2,599	5,198
0005	2	EA	840-50	PRERLESS INDUSTRIES FULL SERVICE VIDEO WALL MOUNT FOR 40" TO 65" FLAT PANEL DISPLAYS OR EQUAL	90	180
0006	3	EA	840-50	SAMSUNG UA22HS5000 22" SERIES 5 SLIM MULTI-SYSTEM LED TV OR EQUAL	270	810
0007	3	EA	840-50	PANASONIC AG-HPX370 SERIES P2 HD CAMCORDER OR EQUAL	6,575	19,725

SIGNATURE <i>Matthew E. Murphy</i>	TELEPHONE 610-650-4100	DATE 09/06/2013
TITLE President	FAX 23-1603065	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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**Solicitation**

NUMBER
EBA469

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
804-558-2157

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	3	EA		840-50	1,560	4,680
				FUJINON MS-01 REAR ZOOM AND FOCUS LENS		
				CONTROL KIT FOR ENG/EP LENSES OR EQUAL		
0009	3	EA		840-50	8,215	24,645
				PANASONIC 300 STUDIO CAMCORDER STUDIO SYSTEM OR		
				EQUAL		
0010	3	EA		840-50	260	780
				PANASONIC RACK MOUNT FOR AG-BS300 OR EQUAL		
0011	3	EA		840-50	395	1,185
				PANASONIC SHAN-TM700 QUICK RELEASE TRIPOD ADAPTER		
				OR EQUAL		

SIGNATURE: <i>Matthew S. M...</i>	TELEPHONE: 610-650-4100	DATE: 09/06/2013
TITLE: President	FAX: 23-1603065	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0012	3	EA	840-50	PANASONIC MODEL STUDIO 300/100 CABLE BUNDLE OR EQUAL	1,935	5,805
0013	3	EA	840-50	PANASONIC MODEL 300 LENS RETURN OR EQUAL	177	531
0014	3	EA	840-50	PANASONIC MODEL 300 TALLY TRIGGER OR EQUAL	209	627
0015	1	EA	840-50	AJA HD/SD 8 CHANNEL AES EMBEDDER/DISEMBEDDER OR EQUAL	699	699
0016	3	EA	840-50	VELLO RIG VISION 9" HD CAMERA MONITOR OR EQUAL	620	1,860

SIGNATURE <i>Matthew S. Mum</i>	TELEPHONE 610-650-4100	DATE 09/06/2013
TITLE President	FAX 23-1603065	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SHIP TO

WNPB-TV  
 191 SCOTT AVENUE  
 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED:
08/28/2013

BID OPENING DATE: 09/26/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	GAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0017	3	EA		840-50	40	120
				PEARSTONE 4.2" (10.7CM) ARTICULATING ISRAELIE ARM		
				OR EQUAL		
0018	1	EA		840-50	490	490
				1000' REEL BELDEN 1694A PRECISION VIDEO CABLE		
				(ORANGE) OR EQUAL		
0019	1	EA		840-50	490	490
				1000' REEL BELDEN 1694A PRECISION VIDEO CABLE		
				(GREY) OR EQUAL		
0020	500	EA		840-50	1.40	700
				KINGS 2065-10-9 BNC CONNECTORS OR EQUAL		

SIGNATURE	TELEPHONE	DATE
<i>Matthew [Signature]</i>	610-650-4100	09/06/2013
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	23-1603065	

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### Solicitation

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304-558-2157

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 MORGANTOWN, WV  
 26505 293-6511

DATE PRINTED
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BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0021	1	EA		840-50	320	320
KINGS KTH-1000 HAND CRIMP TOOL OR EQUAL						
0022	1	EA		840-50	145	145
KINGS KTH-2255 DIE SET FOR 1694A CABLE OR EQUAL						
***** THIS IS THE END OF RFQ EBA469 ***** TOTAL:						\$ 108,985

SIGNATURE <i>Matthew</i>	TELEPHONE 610-650-4100	DATE 09/06/2013
TITLE President	FAX 23-1603065	ADDRESS CHANGES TO BE NOTED ABOVE

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



**PRICING PAGE**  
**EBA469 High Definition Studio Production System**

Note: Shipping costs shall be included in item costs.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
1	1	Portable, Live Digital Broadcast Switcher Newtek Tricaster 8000 or equal	<u>39,995</u>	<u>39,995</u>
2	1	Newtek LiveText 2 Remote Titling Software or equal	<u>Inc.</u>	<u>Inc.</u>
3	1	Netek Virtual Set Editor 2 (two licenses) or equal	<u>Inc.</u>	<u>Inc.</u>
4	2	Panasonic 65" Smart Viera E60 Series Full HD LED TV or equal	<u>2,599</u>	<u>5,198</u>
5	2	Peerless Industries Full Service Video Wall Mount for 40" to 65" Flat Panel-Displays or equal	<u>90</u>	<u>180</u>
<del>6</del>	<del>3</del>	<del>Samsung UA22ES5000 22" Series 5 Slim Multi-System LED TV or equal</del>	<del><u>270</u></del>	<del><u>810</u></del>
7	3	Panasonic AG-HPX370 Series P2 HD Camcorder or equal	<u>6,575</u>	<u>19,725</u>
8	3	Fujinon MS-01 Rear Zoom and Focus Lens Control Kit for ENG/EFP Lenses or equal	<u>1,560</u>	<u>4,680</u>

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
9	3	Panasonic 300Studio Camcorder Studio System or equal	8,215	24,645
10	3	Panasonic Rack Mount for AG-BS300 or equal	260	780
11	3	Panasonic SHAN-TM700 Quick-Release Tripod Adapter or equal	395	1,185
12	3	Panasonic Model Studio 300/100 Cable Bundle or equal	1,935	5,805
13	3	Panasonic Model 300LensReturn or equal	177	531
14	3	Panasonic Model 300TallyTrigger or equal	209	627
15	1	AJA HD/SD 8 Channel AES Embedder/ Disembedder or equal	699	699
16	3	Vello RigVision 9" HD Camera Monitor or equal	620	1,860
17	3	Pearstone 4.2" (10.7cm) Articulating Israelie Arm or equal	40	120
18	1	1000' Reel Belden 1694A Precision Video cable (orange) or equal	490	490
19	1	1000' Reel Belden 1694A Precision Video cable (grey) or equal	490	490
20	500	Kings 2065-10-9 BNC Connectors or equal	1.40	700

21 1 Kings KTH-1000 Hand Crimp Tool or equal 320 320

22 1 Kings KTH-2255 Die Set for 1694A Cable or equal 145 145

**GRAND TOTAL**

\$ 108,985

Matthew E. Murphy 09/06/2013  
Vendor Signature Date

Company Name The Lerro Corporation  
Address 905 Madison Avenue  
Norristown, PA 19403  
Phone (610) 650-4100  
Fax (610) 650-4110  
Email mattm@lerro.com

Rev. 07/12

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

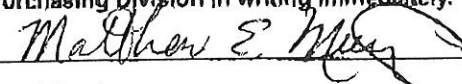
1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Matthew E. Murphy  
Date: 09/06/2013

Signed:   
Title: President

WV-96A  
Rev. 12/12

**AGREEMENT ADDENDUM FOR SOFTWARE**

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. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services 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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
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: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: The Lerro Corporation

Signed: Matthew E. Mudd

Title: President

Date: 09/06/2013

Attachment

PO# \_\_\_\_\_

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Matthew E. [Signature] 09/06/2013  
Signature Date

\_\_\_\_\_  
Signature Date

President  
Title

\_\_\_\_\_  
Title

The Lerro Corporation  
Company Name

\_\_\_\_\_  
Agency/Division

RFQ No. EBA469

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: The Lerro Corporation

Authorized Signature: *Matthew E. Murphy* Date: 09/06/2013

State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of September, 2013

My Commission expires 1/21, 2014.

NOTARY PUBLIC *[Signature]*

AFFIX SEAL HERE  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MICHAEL J. GIBBONS, Notary Public  
Royersford Boro., Montgomery County  
My Commission Expires January 21, 2014

**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.

The Lerro Corporation  
(Company)

Matthew E. Murphy  
(Authorized Signature)

Matthew E. Murphy, President  
(Representative Name, Title)

610-650-4100                      610-650-4110

(Phone Number)                      (Fax Number)

09/06/13  
(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA469**

**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 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.

The Lerro Corporation

Company

*Matthew E. Man...*  
Authorized Signature

09/06/2013

Date

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