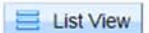




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 7



## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 383639

Procurement Type: Central Purchase Order

Vendor ID: 000000197550



Legal Name: LEE HARTMAN &amp; SONS INC

Alias/DBA:

Total Bid: \$34,995.00

Response Date: 10/31/2017



Response Time: 13.05

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA1800000003

Published Date: 10/16/17

Close Date: 10/31/17

Close Time: 13:30

Status: Closed

Solicitation Description: TRICASTER SWITCHER WITH SOFTWARE, OR EQUAL



Total of Header Attachments: 7

Total of All Attachments: 7



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 383639  
**Solicitation Description :** TRICASTER SWITCHER WITH SOFTWARE, OR EQUAL  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-10-31 13:30:00	SR 0439 ESR10311700000001884	1

<b>VENDOR</b>
000000197550 LEE HARTMAN & SONS INC

**Solicitation Number:** CRFQ 0439 EBA1800000003

**Total Bid :** \$34,995.00      **Response Date:** 2017-10-31      **Response Time:** 13:05:13

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TRICASTER SWITCHER	1.00000	EA	\$34,995.000000	\$34,995.00

Comm Code	Manufacturer	Specification	Model #
52161540			

Extended Description : TRICASTER SWITCHER INCLUDES CONTROL SURFACE, KEYS TO FRONT PANEL OF CASE, INTEGRATED USER INTERFACE, CG AND LIVE PRODUCTION SOFTWARE, PC MOUSE/KEYBOUARD, POWER CORD, 1 YR WARRANTY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	NEWTEK LIVETEXT 2.5 W/DATA LINK OR EQUAL	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43232102			

Extended Description : NEWTEK LIVETEXT 2.5 W/DATA LINK OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	NEWTEK DRIVE KIT FOR TRICASTER 8000 OR EQUAL	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43233418			

Extended Description : NEWTEK DRIVE KIT FOR TRICASTER 8000 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	APC SMART UPS 1500VA 2U RACK MOUNT WITH LCD OR EQUAL	2.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
24102001			

Extended Description : APC SMART UPS 1500VA 2U RACK MOUNT WITH LCD OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	NEWTEK RACK RAILS OR EQUAL	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
56131701			

<b>Extended Description :</b>	NEWTEK RACK RAILS OR EQUAL
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STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Lee Hartman + Sons, Inc

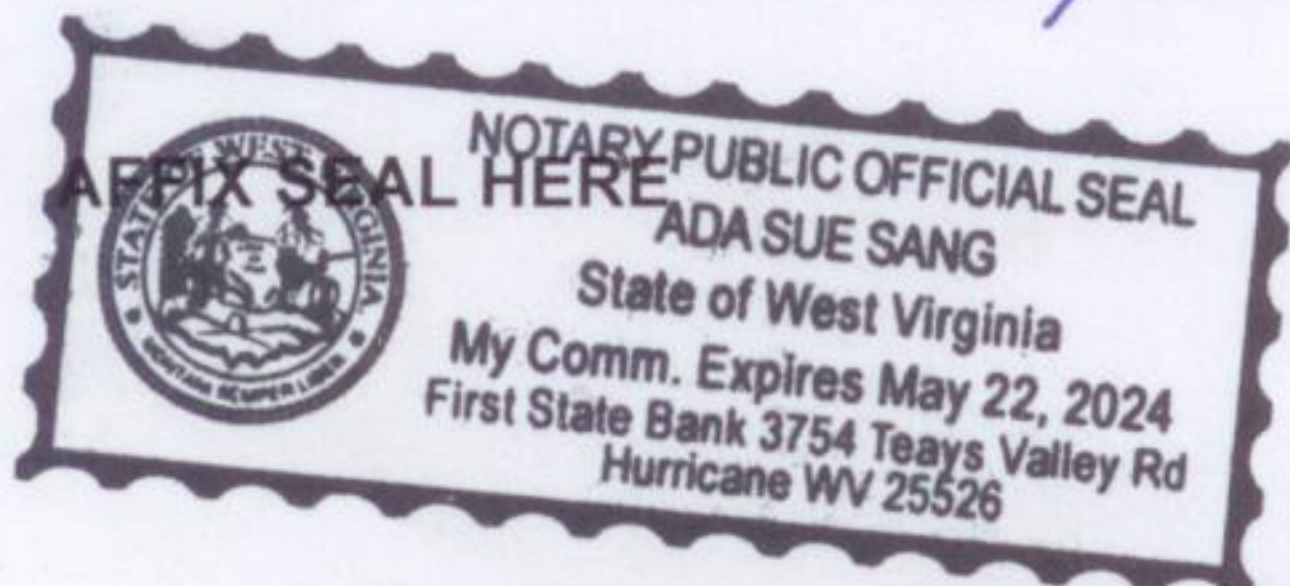
Authorized Signature: Danny Meyer Date: 10-17-17

State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 17 day of OCTOBER, 2017.

My Commission expires MAY 22, 2024, 2017



NOTARY PUBLIC Ada Sue Sang

Purchasing Affidavit (Revised 07/07/2017)

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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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*.**

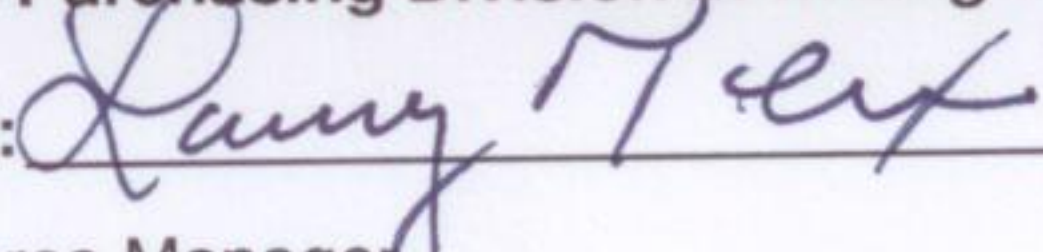
- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Lee Hartman & Sons, Inc.

Signed: 

Date: 23 October 2017

Title: Area Manager

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

*Randy Cox* Area Manager  
(Name, Title)  
Harry T. Cox Area Manager  
(Printed Name and Title)  
3 Davis Court, Hurricane, WV 25526  
(Address)  
304-397-4100 x1301 304-397-4101  
(Phone Number) / (Fax Number)  
lcox@LeeHartman.com  
(email address)

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

Lee Hartman + SONG, INC.  
(Company)  
*Randy Cox* Area Manager  
(Authorized Signature) (Representative Name, Title)  
Harry T. Cox Area Manager  
(Printed Name and Title of Authorized Representative)  
10-31-2017  
(Date)  
304-397-4100 x1301 304-397-4101  
(Phone Number) (Fax Number)



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Randy Meyers

Date Signed: 17 October 2017

**Notary Verification**

State of WEST VIRGINIA, County of PUTNAM:

I, Randy Meyers, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17 day of OCTOBER, 2017

Ada Sue Sang  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised October 7, 2017

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Randy Marx

Date Signed: 17 October 2017

**Notary Verification**

State of WEST VIRGINIA, County of PUTNAM:

I, Randy Marx, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17 day of OCTOBER, 2017

Ada Sue Sang

Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised October 7, 2017

Exhibit A - Pricing Page  
Tricaster Switcher

Item	Specification	Description	Brand Bid	Model Bid	UM	Unit Cost	QTY	Extended Cost
1	3.1.1	Newtek Tricaster 8000, or equal (Includes Control Surface, Keys to Front Panel of Case, Integrated User Interface: CG and Live Production Software, PC Mouse and Keyboard, Power Cord, and One (1) Year Warranty.	Newtek	Tricaster 8000	Each	\$ 34,995	1	\$ 34,995 <sup>00</sup>
2	3.2.1	NewTek LiveText 2.5 w/DataLink or Equal	Newtek	Livetext 2.5 FCC	Each		1	Included
3	3.3.1	NewTek Drive Kit for Tricaster 8000 or Equal	Newtek	2H004R03 MEDIA kit	Each		1	Included
4	3.4.1	APC Smart-UPS 1500VA 2U RackMount with LCD or Equal (120V)	APC	SMT1500 R M U S	Each		2	Included
5	3.5.1	NewTek Rack Rails or Equal	Newtek	TEX DRACK RAILS	Each		1	Included
						<b>TOTAL BID AMOUNT</b>		\$ 34,995 <sup>00</sup>

## **NewTek, Inc.**

### **Software License and Limited Warranty for:**

TriCaster® TCXD8000™, TriCaster® TCXD860™, TriCaster® TCXD460™, TriCaster® TCXD410™, TriCaster® Mini™, TriCaster® Mini SDI™, TriCaster® TCXD40™, 3Play™ 3PXD4800™, 3Play™ 3PXD440™, 3Play Mini™, 3Play™ 3PXD425™, TalkShow™, including all Factory Reconditioned versions of the above Products (except TalkShow factory reconditioned products).

---

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This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

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This Limited Hardware Warranty will be construed under the laws of the State of Texas, USA, except for that body of law dealing with conflicts of law. If any provision shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Limited Warranty will remain in full force and effect.