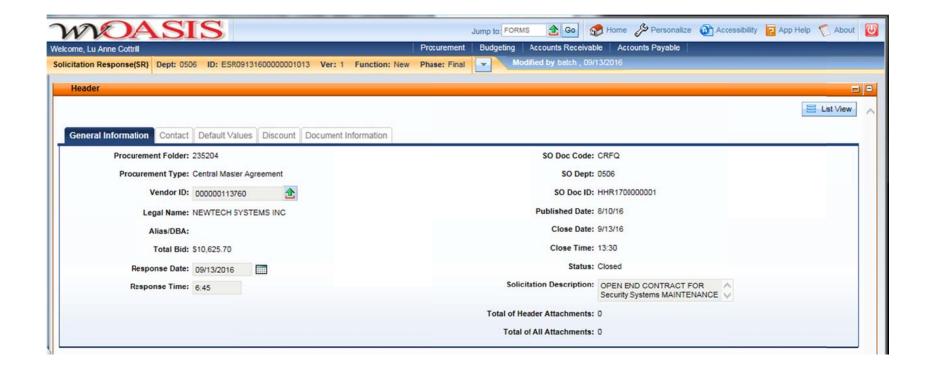


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





# State of West Virginia Solicitation Response

Proc Folder: 235204

Solicitation Description: OPEN END CONTRACT FOR Security Systems MAINTENANCE

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-09-13 13:30:00	SR 0506 ESR0913160000001013	1

VENDOR

000000113760

**NEWTECH SYSTEMS INC** 

Solicitation Number: CRFQ 0506 HHR1700000001

**Total Bid:** \$10,625.70 **Response Date:** 2016-09-13 **Response Time:** 06:45:29

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Corrective Maintenance - flat hourly rate (Item I)	30.00000	HOUR	\$110.000000	\$3,300.00
Comm Code	Manufacturer	Specification		Model #	
81112201					

Corrective Maintenance - flat hourly rate. (Item I Section 5.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Parts plus % markup (Item J)	1.00000	EA	\$142.850000	\$142.85

Comm Code	Manufacturer	Specification	Model #	
81112201				

Extended Description: Corrective Maintenance Vendor Manufactured parts at cost of parts 100.00 X markup (\_\_\_\_%) = PARTS PLUS (Item J Section 5.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Parts plus % markup (Item K)	1.00000	EA	\$142.850000	\$142.85

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Extended Description :

Corrective Maintenance Non-Vendor Manufactured parts at \$100.00 x N markup (\_\_\_\_\_%) = PARTS PLUS (Item K Section 5.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Annual Preventative Maintenance Fee for Diamond Building	1.00000	YR	\$880.000000	\$880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Preventative Maintenance Fee for Diamond Building - 350 Capitol Street, Chas. (Item 1.A of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Annual Preventative Maintenance Fee for Parking Garage.	1.00000	YR	\$880.000000	\$880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Annual Preventative Maintenance Fee for Parking Garage - 500 Capitol Street, Chas. (Item 1.B of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Annual Preventative Maintenance Fee for Inspector General	1.00000	YR	\$660.000000	\$660.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Preventative Maintenance Fee for Office of Inspector General Bldg. 6, 8th. Floor, Capitol Complex, Chas. (Item 1.C of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Annual Preventative Maintenance Fee for Bullitt Street Wareh	1.00000	YR	\$220.000000	\$220.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Preventative Maintenance Fee for Bullitt Stree Warehouse at 900 Bullitt Street, Chas. (Item 1.D of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Annual Preventative Maintenance Fee for Inspector General	1.00000	YR	\$880.000000	\$880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Peventative Maintenance Fee for Office of Inspector General at 408 Leon Sullivan Way, Chas. (Item 1.E of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Annual Preventative Maintenance Fee for Chief Medical Examin	1.00000	YR	\$880.000000	\$880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Annual Preventative Maintenance Fee - Office Chief Medical Examiner at 619 Virginia St. West, Chas. (Item 1.F of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Annual Preventative Maintenance Fee for Laboratory Services	1.00000	YR	\$1,760.000000	\$1,760.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Preventative Maintenance Fee for Office of Laboratory Services at 167-11th. Avenue, So. Chas. (Item 1.G of Attachment A)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Annual Preventative Maintenance Fee for One Davis Square	1.00000	YR	\$880.000000	\$880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Extended Description:** 

Annual Preventative Maintenance Fee for One Davis Square at 321 Capitol Street, Chas. (Item 1.H of Attachment A)



State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 235204

Doc Description: OPEN END CONTRACT FOR Security Systems MAINTENANCE

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2016-08-10
 2016-09-13
 CRFQ
 0506 HHR1700000001
 1

 13:30:00
 1
 1

BID RECEIVING LOCATION

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

NewTech Systems, Inc. 420 16th St Dunbar WV 25064 3040766-0000

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN#

205736303

DATE 9/9/16

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR) to establish an open-end contract for corrective and preventative maintenance, including replacement parts on the existing Honeywell ProWatch proximity card access system and LobbyWorks Visitor Management system at multiple locations per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO		
BUYER - 304-957-0209				
		STATE OF WEST VIRGINIA		
OFFICE OF OPERATIONS		VARIOUS LOCATIONS AS INDICATED BY ORDER		
ONE DAVIS SQUARE, RM 115				
CHARLESTON	WV25301	No City	WV 99999	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Corrective Maintenance - flat hourly rate (Item I)	30.00000	HOUR	110.00	3300.00

Comm Code	Manufacturer	Specification	Model #	
81112201		•		

#### **Extended Description:**

Corrective Maintenance - flat hourly rate. (Item I Section 5.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			
HEALTH AND HUMAN RESOL	IRCES	STATE OF WEST VI	
OFFICE OF OPERATIONS		VARIOUS LOCATION	NS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Parts plus % markup (Item J)	1.00000	EA	142.85	142.85

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Corrective Maintenance Vendor Manufactured parts at cost of parts 100.00 X markup (30 %) = PARTS PLUS (Item J Section 5.2)

INVOICE TO		SHIP TO	Alexander of the Control of the Cont
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESO OFFICE OF OPERATIONS	URCES	HEALTH AND HUMAN R OPERATIONS DIAMONE	
ONE DAVIS SQUARE, RM 11	5	350 CAPITOL ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Parts plus % markup (Item K)	1.00000	EA	142.85	142.85

Comm Code	Manufacturer	Specification	Model #	
81112201				

Corrective Maintenance Non-Vendor Manufactured parts at \$100.00 x N markup (30 %) = PARTS PLUS (Item K Section 5.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			
HEALTH AND HUMAN RE		STATE OF WEST VIF	RGINIA IS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM	115		
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Annual Preventative Maintenance Fee for Diamond Building	1.00000	YR	880.00	880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Annual Preventative Maintenance Fee for Diamond Building - 350 Capitol Street, Chas. (Item 1.A of Attachment A)

INVOICE TO		SHIP TO		
BUYER - 304-957-0209				
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ONE DAVIS SQUARE, RM	115			
CHARLESTON	WV25301	No City	WV 99999	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Annual Preventative Maintenance Fee for Parking Garage.	1.00000	YR	880.00	880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				
81112201				

Annual Preventative Maintenance Fee for Parking Garage - 500 Capitol Street, Chas. (Item 1.B of Attachment A)

INVOICE TO		SHIP TO	A company of the contract of t
BUYER - 304-957-0209			
HEALTH AND HUMAN RESO	URCES	STATE OF WEST VI	RGINIA
OFFICE OF OPERATIONS		VARIOUS LOCATIO	NS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM 11	5		
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Annual Preventative Maintenance Fee for Inspector General	1.00000	YR	660.00	660.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Annual Preventative Maintenance Fee for Office of Inspector General Bldg. 6, 8th. Floor, Capitol Complex, Chas. (Item 1.C of Attachment A)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			,
HEALTH AND HUMAN RE		STATE OF WEST VIF	
OFFICE OF OPERATIONS		VARIOUS LOCATION	IS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM	115		
CHARLESTON	WV25301	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Annual Preventative Maintenance Fee for Bullitt Street Wareh	1.00000	YR	220.00	220.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Annual Preventative Maintenance Fee for Bullitt Stree Warehouse at 900 Bullitt Street, Chas. (Item 1.D of Attachment A)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			
HEALTH AND HUMAN RE	SOURCES	STATE OF WEST VI	RGINIA
OFFICE OF OPERATIONS	3	VARIOUS LOCATION	NS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM	1 115		
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Annual Preventative Maintenance Fee for Inspector General	1.00000	YR	880.00	880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Annual Peventative Maintenance Fee for Office of Inspector General at 408 Leon Sullivan Way, Chas. (Item 1.E of Attachment A)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			
HEALTH AND HUMAN RES	SOURCES	STATE OF WEST VIR	
OFFICE OF OPERATIONS		VARIOUS LOCATION	IS AS INDICATED BY ORDER
ONE DAVIS SQUARE, RM	115		
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Annual Preventative Maintenance Fee for Chief Medical Examin	1.00000	YR	880.00	880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Annual Preventative Maintenance Fee - Office Chief Medical Examiner at 619 Virginia St. West, Chas. (Item 1.F of Attachment A)

INVOICE TO		SHIP TO			
BUYER - 304-957-0209					
HEALTH AND HUMAN RESOURCES		STATE OF WEST VIR	STATE OF WEST VIRGINIA		
OFFICE OF OPERATIONS		VARIOUS LOCATIONS	S AS INDICATED BY ORDER		
ONE DAVIS SQUARE, RM 1	15				
CHARLESTON	WV25301	No City	WV 99999		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Annual Preventative Maintenance Fee for Laboratory Services	1.00000	YR	1760.00	1760.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Annual Preventative Maintenance Fee for Office of Laboratory Services at 167-11th. Avenue, So. Chas. (Item 1.G of Attachment A)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES		STATE OF WEST VIRGINIA	
OFFICE OF OPERATIONS		VARIOUS LOCATIONS AS INDICATED BY ORDER	
ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Annual Preventative Maintenance Fee for One Davis Square	1.00000	YR	880.00	880.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

#### **Extended Description:**

Annual Preventative Maintenance Fee for One Davis Square at 321 Capitol Street, Chas. (Item 1.H of Attachment A)

	Document Phase	Document Description	Page 7
HHR170000001	Draft	OPEN END CONTRACT FOR Security	of 7
		Systems MAINTENANCE	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

WV-73 Approved / Revised 08/01/15



# 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, Jeremy Hatfield , after being first duly sworn, depose and state as follows:
1. I am an employee of <u>NewTech Systems Inc</u> ; and, (Company Name)
2. I do hereby attest that <u>NewTech Systems, Inc</u> (Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Jeremy Hatfield
Signature:
Title: General Manager
Company Name: NewTech Systems, Inc
Date: 9/9/16
Taken, subscribed and sworn to before me this 9th day of Sept , 2016 .
By Commission expires 8/11/19
(Seal)  OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Lora L. Harleas New Tech Systems, Inc. 420 - 16th St.  OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Lora L. Harleas (Notary Public)
THIS AFFIDAVIT MUSTICE 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.

Rev. August 1, 2015

### 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 exceed 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:

OFFICIAL SEAL NOTARY PUBLIC

TATE OF WEST VIRGINIA Lora L. Harless New Tech Systems, Inc. 420 - 16th St. Dunbar, WV 25064

My Commission Expires Aug. 11, 2019

Vendor's Name:	NewTech Systems,	Ind1	· ·	
Authorized Signature:	And I		Date:9	/9/16
State of <u>West Vir</u>	ginia			
County of <u>Kanawha</u>	, to-wit:			
Taken, subscribed, and s	worn to before me this 9_	day of <u>Sept</u>		_, 20 <u>_1 6</u> .
My Commission expires _	8/11/	, 20_19.		
AFFIX SEAL HERE		NOTARY PUBLIC _	Loraz	Harloss

Purchasing Affidavit (Revised 08/01/2015)

**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.

Jeremy Hatfield, General Manager
(Name, Title)
Jeremy Hatfield, General Manager
(Printed Name and Title)
(Address)
420 16th St, Dunbar, WV 25064
(Phone Number) / (Fax Number)
304-766-0000/3040766-0003
(email address)
jhatfield@newtechwv.com

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.

Newtech Systems, Inc
(Company) General Marages
(Authorized Signature) (Representative Name, Title)
Jeremy Hatfield, General Manager
(Printed Name and Title of Authorized Representative)
9/9/16
(Date)
3040766-0000/304-766-0003
(Phone Number) (Fax Number)

	Agency REQ.P.O#
no nouh	
BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, New Tech Systems, Inc.	
OI .	as Principal, and Great American Insurance Co.
of Cincinnati OH a corporallon organized and existing under the laws of the State of OH with its principal office in the City of Cincinnati, OH as Strety, are tield and firmly bound unto the State of West Virginia, es Obligae, In the paper sum of Five Percent of Agount Bid (5%) for the payment of which,	
well and truly to be made, we jointly and severally bind ourselves, our fields, administrators, executors, successors and assigns.	
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a contract in writing for Honeywell Access System Corrective & Preventive Maintenance	
	-
NOW THEREFORE;	
(a) If said bid shall be rejected, or  (b) If said bid shall be rejected, or  (c) If said bid shall be rejected, or  (d) If said bid shall be rejected, or  (e) If said bid shall be rejected, or  (e) If said bid shall be rejected, or  (e) If said bid shall be rejected and the Principal shall enter Into a contract in accordance with the bid or proposal  (e) If said bid shall be rejected, or  (e) If said shall be rejected, or  (e) If said shall be rejected, or  (e) If said shall be re	
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.	
WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and	
Surely, or by Principal Individually II Principal is an Individual, this 12th ay of September 2016.	
Principal Seal	Newtech Systems, Inc.
Fritcheroval	(Name of Principal)
	By (Must be President, Vice President, or Duty-Authorized Agent)
	(7100)
Sure(y Seal	Great American Insurance Company (Name of Surely)
	Inold & M
1 2	Allorney-h-Feel

IMPORTANT – Surety excepting bonds must be ilconsed in West Virginia to transect surety insurance, must affix its seaf, and must affact a power of atterney with its seal affixed.