



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 1



General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 404016

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0608

Vendor ID: VS0000015383 

SO Doc ID: COR1800000016

Legal Name: Advanced Digital Solutions LLC

Published Date: 3/15/18

Alias/DBA:

Close Date: 3/22/18

Total Bid: \$517,383.50

Close Time: 13:30

Response Date: 03/05/2018 

Status: Closed

Response Time: 10:48

Solicitation Description: ADDENDUM 2 SECURITY
CAMERAS, DVRS, NVRS, AND 

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 404016

Solicitation Description : ADDENDUM 2 SECURITY CAMERAS, DVRS, NVRS, AND EQUIPMENT

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-22 13:30:00	SR 0608 ESR03051800000003842	1

VENDOR
VS0000015383 Advanced Digital Solutions LLC

Solicitation Number: CRFQ 0608 COR1800000016

Total Bid : \$517,383.50 **Response Date:** 2018-03-05 **Response Time:** 10:48:53

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
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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	TruVision 360 Indoor Camera, TVF-3103, or equal	50.00000	EA	\$445.310000	\$22,265.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Indoor Camera, TVF-3103, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TruVision 360 Outdoor Camera, TVF-3104, or equal	50.00000	EA	\$492.190000	\$24,609.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Outdoor Camera, TVF-3104, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	TruVision 360 Outdoor Bullet Cam, TVB-5501 or equal	50.00000	EA	\$726.560000	\$36,328.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Outdoor Bullet Cam, TVB-5501 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	TruVision Wedge IR Camera, TVF-3102, or equal	50.00000	EA	\$492.190000	\$24,609.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision Wedge IR Camera, TVF-3102, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	TruVision 360 Dome Camera, TVF-3101, or equal	50.00000	EA	\$445.310000	\$22,265.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Dome Camera, TVF-3101, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	TruVision Wedge IR Camera, TVW-3101, or equal	50.00000	EA	\$313.590000	\$15,679.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision Wedge IR Camera, TVW-3101, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	TruVision Network Video Recorder, TVN-7001-96T, or equal	10.00000	EA	\$12,618.750000	\$126,187.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision Network Video Recorder, TVN-7001-96T, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	TruVision NVR-2IP, TVN2132P-32, or equal	50.00000	EA	\$4,358.910000	\$217,945.50

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision NVR-2IP, TVN2132P-32, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	TruVision 360 Degree Dome Round Back Box (mount), or equal	50.00000	EA	\$22.980000	\$1,149.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Degree Dome Round Back Box (mount), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	TruVision 360 Cup Base (mount), or equal	50.00000	EA	\$22.980000	\$1,149.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Cup Base (mount), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	TruVision 360 Degree Dome Rnd Angel Back Box (mount) or equa	50.00000	EA	\$27.660000	\$1,383.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision 360 Degree Dome Rnd Angel Back Box (mount) or equa

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	TruVision Bullet Camera, TVB-4404, or equal	50.00000	EA	\$140.620000	\$7,031.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description : TruVision Bullet Camera, TVB-4404, or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	TruVision Dome Camera, TVD-4404, or equal	50.00000	EA	\$140.620000	\$7,031.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description :	TruVision Dome Camera, TVD-4404, or equal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	TruVision TVR-4516HD-12 (16 Channel), or equal	10.00000	EA	\$975.000000	\$9,750.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description :	TruVision TVR-4516HD-12 (16 Channel), or equal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	TruVision TVR-4508HD-8T (8 Channel), or equal	620.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Extended Description :	TruVision TVR-4508HD-8T (8 Channel), or equal
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Comments: Wisenet recorders do not require additional licenses

We have prepared a quote for you



WVDC-WV-Cameras, DVRs, NVRs, and Equipment

QUOTE #000539 V3

PREPARED FOR

West Virginia Dept. of Corrections



P: 8008187229 E: vstallings@adv-ds.com W: www.adv-ds.com

Monday, March 05, 2018

West Virginia Dept. of Corrections
Crystal Rink
2019 Washington Street East PO Box 50130
Charleston, WV 25305
crystal.g.rink@wv.gov

Dear Crystal,

It pleases Advanced Digital Solutions, LLC. (ADS), to provide this proposal to West Virginia Dept. of Corrections in response to your request for physical security products and/or software. Please review the proposal to verify that the products requested by West Virginia Dept. of Corrections have been properly provided. ADS only sells new, unopened products unless stated otherwise.

I would like to thank you for your consideration and entrusting ADS to provide your physical security products. ADS also has a dedicated team of security solutions engineers and integration technicians to provide professional security services. Please let me know if you have any security projects or design requirements that we can assist you with. If you have any questions or concerns regarding the information provided in this proposal, please do not hesitate to contact me directly, or sales@adv-ds.com and reference WVDC-WV-Cameras, DVRs, NVRs, and Equipment Quote #000539.

Victoria Wheatley
Inside Sales/RMA Coordinator
Main Office - East Central Office - Kentucky



P: 8008187229 E: vstallings@adv-ds.com W: www.adv-ds.com

Executive Summary

OUR MISSION



"To provide professional, enterprise and tailored Security solutions, applying our expertise and security best practice to mitigate risk to the valued assets of the partners entrusting our services."

WHO WE ARE

FROM END USERS TO ADVOCATES

Conceived in Bardstown, KY in 2007, ADS founders embarked on a journey to employee quality team members, provide quality designs, support quality equipment and produce exemplary systems and services. ADS founders were motivated by a lack of service and expertise provided to them as end users and feel very strongly about the need to fill this void. ADS embraces the challenges of learning the various cultures and operating requirements of our partners. We covet the opportunity to become a trusted member of any organization and provide security solutions that become part of the fabric of the culture and enhance both the security position and operating parameters for each organization, facility, space and person.

WHAT WE DO...

ADS' capabilities include assessment, design, coordination, project management, training, service, and consultation of all physical security design considerations including video security, perimeter security, Access Control Systems (ACS), Intrusion Detection Systems (IDS), and Crime Prevention Through Environmental Design (CPTED). ADS, in coordination with our strategic partners, provides executive personal protective services, corporate global travelers security programs, security force training, and corporate team building through tactical operations adventure training. Our extensive experience includes the development, testing, installation, integration and deployment of critically needed technical capabilities such as Command and Control Platforms, Video Security, Access Control, Perimeter and Border Intrusion Detection and Counter Measures, Biometrics, Facial Recognition, LPR, Wireless (RF and Microwave) Communications, Secure Internet Communications, as well as Covert Surveillance Solutions.



P: 8008187229 E: vstallings@adv-ds.com W: www.adv-ds.com

Hardware





Item	Description	Price	Qty	Ext. Price
XNF-8010R	Hanwha WiseNet X powered by WiseNet 5 network indoor fisheye, 6MP CMOS sensor, 2048x2048 @ 30fps with WDR off/on(120dB), 1.6mm fixed lens (192), H.265/H.264/MJPEG, WiseStream II compression technology, true WDR, USB port for easy installation, Advanced vi	\$445.31	50	\$22,265.50
XNF-8010RV	Hanwha WiseNet X powered by WiseNet 5 network outdoor vandal fisheye, 6MP CMOS sensor, 2048x2048 @ 30fps with WDR off/on(120dB), 1.6mm fixed lens (192), H.265/H.264/MJPEG, WiseStream II compression technology, true WDR, USB port for easy installation, Adv	\$492.19	50	\$24,609.50
XNO-8080R	Hanwha WiseNet X powered by WiseNet 5 network IR outdoor bullet camera, Back box, 5MP @30fps WDR off/on, Motorized Vari-Focal Lens 2.4x (3.7~9.4mm) (100.2~38.7), H.265/H.264/MJPEG, WiseStream II compression technology, 120dB WDR, USB port for easy install	\$726.56	50	\$36,328.00
XNF-8010RV	Hanwha WiseNet X powered by WiseNet 5 network outdoor vandal fisheye, 6MP CMOS sensor, 2048x2048 @ 30fps with WDR off/on(120dB), 1.6mm fixed lens (192), H.265/H.264/MJPEG, WiseStream II compression technology, true WDR, USB port for easy installation, Adv	\$492.19	50	\$24,609.50
XNF-8010R	Hanwha WiseNet X powered by WiseNet 5 network indoor fisheye, 6MP CMOS sensor, 2048x2048 @ 30fps with WDR off/on(120dB), 1.6mm fixed lens (192), H.265/H.264/MJPEG, WiseStream II compression technology, true WDR, USB port for easy installation, Advanced vi	\$445.31	50	\$22,265.50
SNV-6012M	Hanwha Techwin iPOLiS 2 Megapixel Network Camera - Color, Monochrome - Board Mount - 1920 x 1080 - CMOS - Cable - Fast Ethernet	\$313.59	50	\$15,679.50
PRN-4011-96TB	Hanwha Techwin 64CH 4K 400Mbps H.265 NVR - Network Video Recorder - AVI, Motion JPEG, H.264, H.265 Formats - 96 TB Hard Drive - 960 Fps - 1 Audio Out - 1 VGA Out - HDMI	\$12,618.75	10	\$126,187.50





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Hardware

Item	Description	Price	Qty	Ext. Price
XRN-2010-36TB 	Hanwha Techwin 32CH 4K 256Mbps NVR - Network Video Recorder - AVI, Motion JPEG, H.264, H.265 Formats - 36 TB Hard Drive - 1 Audio Out - 1 VGA Out - HDMI	\$4,358.91	50	\$217,945.50
SBF-100B1 	Hanwha Mounting Box for Network Camera - Ivory	\$22.98	50	\$1,149.00
SBP-300HM5 	Samsung Mounting Adapter for Network Camera - Aluminum - Ivory	\$22.98	50	\$1,149.00
SBP-300TM1 	Hanwha Techwin Mounting Adapter for Network Camera SBP-300TM1: Tilt Wall Mount Adapter	\$27.66	50	\$1,383.00
HCO-6070R	Hanwha WiseNet HD+ 2MP, Full HD(1080p) 30fps IR outdoor bullet camera, AHD/TVI/CVI/CVBS, manual Vari-focal Lens (4.3X) (2.8-12mm), 120 dB True WDR, True D/N, 24VAC/12VDC, IR distance 98 feet, IP66/IK10	\$140.62	50	\$7,031.00
HCV-6070R	Hanwha WiseNet HD+ 2MP, Full HD(1080p) 30fps IR outdoor dome camera, AHD/TVI/CVI/CVBS, manual Vari-focal Lens (4.3X) (2.8-12mm), 120 dB True WDR, True D/N, 24VAC/12VDC, IR distance 98 feet, IP66/IK10	\$140.62	50	\$7,031.00
HRD-842-8TB	Hanwha Techwin 8TB RAW, AHD, TVI, CVI, CVBS DVR 8CH, 4MP AHD 120 fps / 1080p 240 fps Recording, 64Mbps Throughput, 4 internal HDD, 2 e-SATA, 8CH Audio input/ 1CH Audio output, Coaxial Control, HDMI/VGA Video output, 1 X Spot Monitor Output, TVI and CVI ma	\$975.00	10	\$9,750.00

Subtotal: **\$517,383.50**



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WVDC-WV-Cameras, DVRs, NVRs, and Equipment

Quote Information:

Quote #: 000539
Version: 3
Delivered: 03/05/2018
Expires: 03/31/2018

Prepared for:

West Virginia Dept. of Corrections
2019 Washington Street East PO Box
50130
Charleston, WV 25305
Crystal Rink
crystal.g.rink@wv.gov
(304) 558-2402

Prepared by:



Main Office - East Central Office -
Kentucky
Victoria Wheatley
(800) 818-7229
Fax 8008182391
vstallings@adv-ds.com

Quote Summary

Description	Amount
Hardware	\$517,383.50
Total	\$517,383.50

Taxes, handling and other fees may apply. We reserve the right to cancel or renegotiate orders arising from omissions or errors. Shipping is estimated and is invoiced at the actual cost.

Signature _____

Date _____



P: 8008187229 E: vstallings@adv-ds.com W: www.adv-ds.com

General Terms and Conditions of Products Sale

All products (collectively the "Products") furnished by Advanced Digital Solutions, LLC. (hereinafter referred to individually and collectively as "Seller") shall be in accordance with the following terms and conditions unless set forth in a customer master agreement previously executed by and between Seller and Buyer:

- 1. ACCEPTANCE AND COMPLETE AGREEMENT.** Buyer's order is binding only when accepted in writing at the principal office of Seller, completing the approval requirements on the quote portal or submitting a Purchase Order (PO) to sales@adv-ds.com. The terms and conditions of sale are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the Products sold hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Buyer's communications to Seller, including but not limited to Buyer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and are not to be considered Buyer's exceptions to the provisions of these terms and conditions.
- 2. DELIVERY.** Delivery dates are estimates only and are not guaranteed. Seller will use every commercially reasonable effort to make shipments as scheduled and may make partial shipments.
- 3. PRICES.** Prices quoted, unless otherwise stated in writing, do not include sales, use, excise or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if it is required to pay them. Buyer will provide tax exemption certificates or evidence of tax payment on request. Unless otherwise stated, prices are valid for sixty (60) days. Prices are based on Buyer's purchase of the entire scope of goods identified in the proposal. If less than the entire scope of goods identified in a proposal is ordered by Buyer, prices may vary. Unless otherwise stated in a proposal, installation, commissioning, supervision and/or start-up services are not included in the price of goods to be provided by Seller.
- 4. PAYMENT.** Standard payment terms are net thirty (30) days from date of invoice. In the event credit has not been established Seller reserves the right to require payment, or the issuance of an irrevocable letter of credit, in advance of shipment. Any amounts not paid when due shall bear a late payment in the amount of 1 ½ % per month or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. Seller reserves a purchase money security interest in each Product shipped, which will be satisfied by payment in full. Seller has the right to file a copy of this document as a financing statement.
- 5. SOLVENCY.** Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the Products ordered. If Buyer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed to be in default and Seller will have the right to terminate its obligations by written notice to Buyer, but such termination will not affect Buyer's obligation to pay for Products delivered and works in progress.
- 6. CANCELLATION.** No Products may be returned without prior written approval of Seller. Orders placed with and accepted by Seller may not be canceled except upon Seller's written consent prior to shipment and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses. Seller reserves the right to cancel any sale hereunder in Seller's sole discretion without liability to Buyer (except for refund of monies already paid).
- 7. RETURN GOODS POLICY.** The request to return material must be submitted to RMA@adv-ds.com. The return request must include the description of material, reason for return, customer order number and/or customer invoice number to enable the request to be processed. No materials may be returned without this information. If and when the request is approved, a Return Authorization form will be completed and include a predetermined number for reference and will advise where the material should be returned. The Return Authorization form will contain a Packing List that must accompany materials when they are returned. Return Authorizations are valid for thirty (30) days only from date of issue. No credit will be issued for returned materials without an approved Return Authorization. Materials being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the materials are returned within thirty (30) days from the date of the original shipment. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified by Seller to contain a defect. A 25% restocking charge and/or a \$25.00 minimum charge, whichever is greater, will be assessed for inspecting, handling and restocking the material and the total credit will depend upon the resale value of the material. Returned freight will be at the Buyer's expense. Items purchased for resale by Seller may be returned under the Manufacturer's terms and conditions only. If the Manufacturer will not accept the materials, credit will not be issued by Seller to the Buyer. Special material orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, material must be returned less than ninety (90) days from date of original invoice and of reasonable quantities. To receive consideration for credit, material must be in resalable condition. Material that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging.
- 8. JURISDICTION AND DISPUTES.** These terms and conditions shall be governed in accordance with the law of the state of Indiana. All disputes under these terms and conditions shall be resolved by the state or federal courts of the state of Indiana and the parties all consent to the jurisdiction of such courts, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses otherwise available.
- 9. INSPECTION.** All Products must be inspected within five (5) calendar days of receipt. If any damage is discovered, a claim must be filed with the carrier. A full report of the damage must be forwarded to Seller so that it can arrange for repair or replacement.
- 10. SHIPPING.** Seller is not responsible for damage or loss in transit, regardless of whether or not Buyer may have the right to reject or revoke acceptance of said Products. Seller can arrange for in-transit insurance at Buyer's expense, but will not do so without Buyer's written instructions. Unless otherwise stated in contract documents, all goods will be shipped freight prepaid and billed. Charges for shipping may not reflect net transportation cost paid by the Seller.



P: 8008187229 E: vstallings@adv-ds.com W: www.adv-ds.com

11. **WARRANTY.** Unless otherwise stated in a customer master agreement, products manufactured by third parties ("Resale Products"), Seller will pass through to Buyer any transferable warranties provided to Seller by the manufacturer of such Resale Products, against defects in material and workmanship when paid for and properly installed and maintained under normal use and service. No warranty is provided for products or components that have been subject to normal wear and tear, misuse, improper installation; that have not been used for their intended purpose; or that have not been installed, maintained, modified or repaired in accordance with applicable standards of any Authorities Having Jurisdiction. Materials found by Seller to be defective shall be either repaired or replaced, at Seller's sole option. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of Products or parts of Products. This limited warranty sets forth the exclusive remedy for claims based on failure of or defect in Products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory. This warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of this warranty will not affect the remainder.
12. **LIMITATION OF LIABILITY.** In no event shall Seller be liable, in contract, tort, strict liability or under any other legal theory, for incidental, indirect, special or consequential damages, including but not limited to lost profits and labor charges, regardless of whether Seller was informed about the possibility of such damages, and in no event shall Seller's liability exceed an amount equal to the sales price.
13. **NUCLEAR APPLICATIONS.** Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the provisions of this Rider for Nuclear Applications will apply. If any Products sold hereunder are used in connection with any nuclear facility or activity, Seller and its suppliers shall have no liability to Buyer or its insurers for any nuclear damage or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, indemnity, warranty, tort (including Seller's negligence), strict liability or otherwise. The indemnity shall not apply to any damages or bodily injury, or both, arising out of a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended (the "Act"). In addition, Buyer shall furnish financial protection as required by Section 170 of the Act, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of the Act, as applicable. Buyer shall not remove any items of equipment from the plant site or otherwise transfer any interest therein without first providing Seller with written assurance of limitation of and protection against liability (both nuclear and non-nuclear) following the proposed removal or transfer at least equivalent to that afforded to Seller and its suppliers under Sections 15 and 23 of these General Terms and Conditions of Sale. Removal or transfer contrary to this provision shall, in addition to any other legal or equitable rights of Seller, make Buyer the indemnitor of Seller and its suppliers to the same extent that they would have been protected had no such removal or transfer taken place. Any Seller's material or equipment which becomes radioactive at the work site, shall, at Seller's option, be purchased by Buyer. Any nuclear decontamination necessary for Seller's performance (including warranty) shall be performed by Buyer without cost to Seller.
14. **CONFIDENTIALITY.** Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential know-how of commercial value to Seller or third parties under contract to Seller. Buyer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information generally available to the public.
15. **INTELLECTUAL PROPERTY.** Buyer acknowledges Seller and its affiliates are the owners of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will reference brands of Seller or its affiliates only in connection with the use or sale of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing.
16. **INDEMNITY.** Buyer agrees to defend, indemnify and hold the Seller (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.
17. **EXCUSABLE DELAYS.** Seller shall not be liable nor in breach or default of its obligations under the Contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts or omissions of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If Seller is delayed by any acts or omissions of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment.
18. **WAIVER.** No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.
19. **VALIDITY OF PROVISIONS.** In the event any provision or any part or portion of any provision of these terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.
20. **ELECTRONIC MEDIA.** Buyer agrees that Seller may scan, image or otherwise convert these terms and conditions into an electronic format of any nature. Buyer agrees that a copy of these terms and conditions produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.

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