

## MEMO

**TO:** Finance Board

**FROM:** Gene Richards  
Burlington International Airport

**DATE:** December 12, 2012

**SUBJECT:** Finance Board Approval Request – Garage Revenue Equipment Upgrade

The Burlington Airport seeks Finance Board and City Council approval for the following item related to the Parking Garage operations:

**Authorization to Contract with Ultimate Systems Solutions in the amount of \$123,654 for Coder Replacements for the Garage Revenue equipment.** This revenue equipment upgrade is necessary to ensure the ongoing operation for dispensing and collecting of revenues at the Airport parking garage. The existing coders at the entrance and exit columns will no longer be supported in 2013. With parts and technical support no longer available, the airport parking garage risks losing revenues.

The costs for these necessary systems upgrades will be covered by airport capital already included in the FY2013 budget.

The project and proposed funding mechanism went to the Airport Commission on December 17, 2012.

Thank you for your consideration and a draft resolution is attached.



# Proposal

Date: 10/02/2012

Proposal No.: 100004-ML

**TO:**  
**Burlington International Airport**  
**1200 Airport Drive**  
**South Burlington, VT 05403**  
**Attn: Ms. Heather Kendrew**

**SHIP TO:**  
**Burlington International Airport**  
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**Ultimate Systems Solutions, LLC (USS)**  
**Is pleased to submit the following proposal for:**

**Burlington International Airport – Coder Replacement for SkiData System**

**Scope of Work:**

USS will upgrade the existing SkiData Parking, Access, and Revenue Control system to include the following:

- Furnish and install three (3) SkiData Coder Unlimited units in the Entrance Columns
- Furnish and install two (2) SkiData Coder Unlimited units in the Exit Columns
- Furnish and install one (1) SkiData Desktop Coder Unlimited unit at the Remote Workstation
- Furnish and install five (5) Strengthening Kits for the Entrance and Exit Columns
- Furnish and install five (5) Conversion Kits to convert Columns from Coder 450s to Coder Unlimited
- Furnish and Install Lengthwise Barcode readers in all devices
- Furnish and install Mag Stripe Readers 2-way in all devices
- Furnish two (2) spare SkiData Coders and Double Feeder + devices

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
Matthew Lazowski Customer Signature

BTV-Coder Replacement

Page 1 of 8

# Proposal

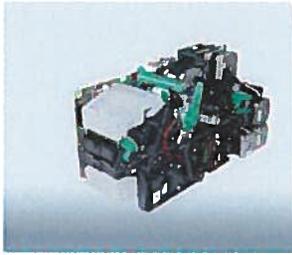
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## Self Parking – PARCS Hardware Components



### **CODER UNLIMITED:**

The high-end engine & central component in SKIDATA products, its powerful performance capability provides opportunities for wide range of applications. Easy maintenance (no tools required); self-configures / self-diagnoses Double fanfold stock intake; built-in thermal printer for hi-res graphics (crosswise mode only) and integrated receipt issuing. Processes parking tickets and payment cards via single slot (multi-directional insertion configurations), with up to two additional parking positions for transactions with multiple cards and/or follow up tickets

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Page 2 of 8



ULTIMATE  
SYSTEMS  
SOLUTIONS

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## Equipment List

<u>QTY</u>	<u>MFG</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Extended</u>
5	SD	Conversion Kit (for Columns)	\$ 2,723.00	\$ 13,615.00
5	SD	Coder Unlimited	\$ 8,858.00	\$ 44,290.00
5	SD	Feed Plus	\$ 3,505.00	\$ 17,525.00
1	SD	Desktop Coder Unlimited	\$ 14,389.00	\$ 14,389.00
1	SD	Uniform Key System for Desktop Coders	\$ 58.00	\$ 58.00
1	SD	RFID for Desktop Coders	\$ 716.00	\$ 716.00
6	SD	Lengthwise Barcode	\$ 313.00	\$ 1,878.00
6	SD	Mag Reader (two way readability)	\$ 1,521.00	\$ 9,126.00
1	Freight	Freight	\$ 400.00	\$ 400.00
1	USS	Labor, Misc Materials, &, Travel Expenses	\$ 6,150.00	\$ 6,150.00

**TOTAL \$ 108,147.00**

Option:

1-2	SD	Coder Unlimited	\$ 8,858.00	\$ 17,716.00
1-2	SD	Lengthwise Barcode	\$ 313.00	\$ 626.00
1-2	SD	Mag Reader (two way readability)	\$ 1,521.00	\$ 3,042.00
1-2	SD	Double Feeder +	\$ 4,815.00	\$ 9,630.00
<b>TOTAL</b>			<b>\$ 31,014.00</b>	<b>\$ 15507.00</b>

Initial to accept option \_\_\_\_\_

**\$123,654**

Proposed by: \_\_\_\_\_ Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
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Page 3 of 8



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**Price Includes:**

- Material
- Installation
- Training
- Travel expenses
- Freight

**Price Does Not Include:**

- Electrical Power
- Conduit
- Cable
- Concrete
- Intercom Head-end upgrades (if necessary)
- Loops (additional)
- Gates
- Network Connection
- Sales Tax
- Permits
- Bonds

**NOTE: 1) This quote is based upon verbal and/or written Specifications provided by Burlington International Airport to USS. Plans and specifications may be required before acceptance by either party.**

**NOTE: 2) At our designated locations, regulated, clean 220 VAC and/or 110VAC power and an isolated ground connected to the cold-water building entry or equivalent. Due to the sophisticated nature of the electronic equipment USS requires that the owner has all electrical power sources tested & certified for +/- 5% deviation.**

**NOTE: 3) Technical support and credit card option require 1 high speed static IP connection.**

**NOTE: 4) Owner is responsible for manual operation and to secure each parking facility 24 hours/day from beginning of installation to turn over of system to owner.**

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
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**NOTE: 5) Customer to supply and install all conduit, cabling, and network requirements.**

**NOTE: 6) Credit Card clearing house must be chosen from one of the approved ZipPark vendors.**

**NOTE: 7) USS is not responsible for rain delays. USS considers a rain day a non working day if it is raining at the start of the business day.**

**NOTE: 8) Additional charges may apply if delays are encountered during the installation that is out of USS's control.**

**NOTE: 9) Should product manuals or equipment documentation be requested, they will be provided electronically as a PDF document via e-mail or CD.**

**NOTE: 10) USS technicians require the ability to drive USS work vehicles to the equipment installation locations in order to deposit equipment and materials. Technicians must be provided with a location to park the vehicles in close proximity to the drive lanes in order to access tools and other equipment necessary to the installation. Installation delays and/or additional charges may apply if access and/or parking is limited or unavailable at time of installation.**

**Terms:**

**Subject to credit approval**

**50% due upon acceptance of proposal.**

**40% due upon delivery of equipment.**

**10% due upon completion of project.**

**Initial to accept payment terms: \_\_\_\_\_**

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

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
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**WARRANTY:** Ultimate Systems Solutions, LLC agrees to warranty its products including parts, for a period of *one (1) year* from the date of shipment. Labor will be included in the warranty for a period of one year only, from the date of shipment, where applicable. Prior to the end of the initial warranty period, the customer can elect to purchase a preventive maintenance contract or a full service agreement. If the customer has not purchased any type of extended maintenance contract, Ultimate Systems Solutions, LLC will invoice our client at our standard time and material rates in effect at the time of the service request.

***Warranty service is only available during regular business hours, defined as Monday through Friday, 7:30 AM through 3:30 PM holidays excluded. If the customer requests warranty service after regular business hours a purchase order must be received by Ultimate Systems Solutions, LLC that authorizes service at the prevailing time and material rates, including any overtime charges.***

Items such as printers, access cards, gate arms, belts, paper stock, light bulbs, ribbons and batteries will be warranted in accordance with the original manufacturer warranty only. Consumable items are not covered under any warranties. Saw cut vehicle detector loops will not be covered under warranty because of any potential site changes, i.e. asphalt pavement degradation, concrete failure, frost heaves, etc. Devices including, but not limited to, fuses and/or power and or/lightning transient protectors/suppressors, which are designed to fail in order to protect the parking system equipment, are not included in this warranty.

We will repair or replace at our choice and expense, any defective product for this warranty period. This warranty extends only to the original purchases and does not cover the repair or replacement of parts that are by nature expendable. This warranty does not cover vandalism, misuse of equipment, acts of god (i.e. lightning damage) and power surges. This warranty is void if the customer attaches any feature or device to any product without advance written consent or approval from Ultimate Systems Solutions, LLC There are no other warranties, expressed or implied. In no event shall Ultimate Systems Solutions, LLC be liable for any loss of profits, or any indirect or consequential damages arising out of any such defect in material or workmanship. The prices and terms of this quotation are not subject to verbal changes or other agreements unless approved in writing by Ultimate Systems Solutions, LLC All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond our control. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller unless accepted in writing. If a purchase order is used, a copy of this quotation must be attached and made a part of the order. Final acceptance of this quotation requires the authorized signatures below.

**Proposal valid until October 31, 2012**

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
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Page 6 of 8



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**Sales and Service Agreement – Ultimate Systems Solutions, LLC**

1. **SERVICES:** Ultimate Systems Solutions, LLC shall install, service, and warranty the system(s) as designed by Ultimate Systems Solutions, LLC and approved by Customer, in accordance with Ultimate Systems Solutions, LLC's Proposal (attached).
2. **INSTALLATION CHARGES:** The Customer agrees to pay Ultimate Systems Solutions, LLC, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
3. **INSTALLATION, MAINTENANCE, SERVICE:** Customer hereby authorizes and empowers Ultimate Systems Solutions, LLC to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with Ultimate Systems Solutions, LLC's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of Ultimate Systems Solutions, LLC to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. Ultimate Systems Solutions, LLC is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of Ultimate Systems Solutions, LLC systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Ultimate Systems Solutions, LLC will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance is also to be provided by Ultimate Systems Solutions, LLC under this Agreement as necessary. Service provided by Ultimate Systems Solutions, LLC under this Agreement does not assure against, nor does Ultimate Systems Solutions, LLC assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Ultimate Systems Solutions, LLC.
4. **ACCESS:** Ultimate Systems Solutions, LLC's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
5. **OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
6. **OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Ultimate Systems Solutions, LLC promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires Ultimate Systems Solutions, LLC service); if Ultimate Systems Solutions, LLC representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).
7. **DELAYS - INTERRUPTION OF SERVICE:** Ultimate Systems Solutions, LLC shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Ultimate Systems Solutions, LLC. Ultimate Systems Solutions, LLC will not be required to furnish service to Customer while such interruption shall continue.
8. **EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
9. **EXCLUSIONS:** Services to be provided by Ultimate Systems Solutions, LLC pursuant to this Agreement do not include:
  - a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by Ultimate Systems Solutions, LLC and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
  - b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
  - c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
  - d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from <your company>'s physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Ultimate Systems Solutions, LLC equipment and devices not supplied by Ultimate Systems Solutions, LLC.

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
Matthew Lazowski Customer Signature

BTV-Coder Replacement



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- e) Electrical work external to the equipment or accessories furnished by Ultimate Systems Solutions, LLC.
- f) Software Program Changes.

10. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Ultimate Systems Solutions, LLC's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Ultimate Systems Solutions, LLC's specific permission, nor permit the same by other Contractors. Any work performed by Ultimate Systems Solutions, LLC to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Ultimate Systems Solutions, LLC's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Ultimate Systems Solutions, LLC shall be corrected by Ultimate Systems Solutions, LLC and paid for by Customer in accordance with Ultimate Systems Solutions, LLC's prevailing rates.

Ultimate Systems Solutions, LLC shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. **LIQUIDATED DAMAGES – Ultimate Systems Solutions, LLC's LIMITS OF LIABILITY:** It is understood that Ultimate Systems Solutions, LLC is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to Ultimate Systems Solutions, LLC by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from Ultimate Systems Solutions, LLC and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Ultimate Systems Solutions, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that Ultimate Systems Solutions, LLC shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Ultimate Systems Solutions, LLC, its agents or employees. The Customer does hereby waive and release any rights of recovery against Ultimate Systems Solutions, LLC that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of Ultimate Systems Solutions, LLC to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if Ultimate Systems Solutions, LLC should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Ultimate Systems Solutions, LLC's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Ultimate Systems Solutions, LLC more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless Ultimate Systems Solutions, LLC from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Ultimate Systems Solutions, LLC, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Ultimate Systems Solutions, LLC for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of Ultimate Systems Solutions, LLC.

- 12. **RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
- 13. **TERMINATION/PAYMENT:** Ultimate Systems Solutions, LLC has the option to terminate this agreement for cause should any payment due from Customer to Ultimate Systems Solutions, LLC remain overdue for a period of more than thirty (30) days. Should Ultimate Systems Solutions, LLC elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt. Invoices not paid when due will be subject to interest at the rate of 1.5% per month (18% per annum) or the maximum legal rate, whichever is lower, on all unpaid balances from the date the account became overdue. If the invoice is not paid when due, purchaser agrees to pay all costs of collection, including attorney's fees and court costs, whether incurred in or out of court, on appeal, in arbitration, in bankruptcy court, or in any insolvency proceedings.
- 14. **SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of Ultimate Systems Solutions, LLC, which consent will not unreasonably be withheld.
- 15. **ENTIRE AGREEMENT:** This Agreement is to govern the providing of services by Ultimate Systems Solutions, LLC to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of Ultimate Systems Solutions, LLC. If approval is not obtained, the only liability of Ultimate Systems Solutions, LLC shall be to return to Customer the amount, if any, paid to Ultimate Systems Solutions, LLC upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
- 16. **JURISDICTION:** This Agreement will be governed by the laws of the State of Massachusetts.

Proposed by: \_\_\_\_\_ Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
 Matthew Lazowski Customer Signature

BTV-Coder Replacement