



**Request for Proposal/Quote
“Notice to Proposers”
Drone Lab Student Workstations**

RFP Number: 2027-01
Date Posted: 06/22/2026
Closing Date: 07/10/2026
Email Address: purchasing@wsutech.edu
Website: <https://wsutech.edu/purchasing/>

Project Name: Drone Lab Student Workstations

Purpose of Purchase: Provide workstations for the drone lab.

Agency: WSU Campus of Applied Sciences and Technology (WSU Tech)
4004 North Webb Road, Gateway Bldg., Wichita, KS 67226

Guarantee: No Monetary Guarantee Required

Scope Summary: WSU Tech is soliciting proposals from qualified manufacturers, distributors, and integrators for the design, fabrication, delivery, and installation of custom drone laboratory workstations for the National Center for Aviation Training (NCAT) Expansion Project. The lab will support instruction, assembly, maintenance, programming, testing, and operation of unmanned aircraft systems (UAS). The furniture solution shall support both hands-on technical activities and computer-based instruction while providing flexibility for future technology changes.

READ THIS REQUEST CAREFULLY

From this point forward, all Contractors and Vendors shall be referred to as “Contractor”. Failure to abide by all the conditions of this Request may result in the rejection of your proposal/quote. Inquiries about this Request should indicate the RFP number and title and be directed to the **Purchasing Coordinator** via email address above.

This notice to Contractors is intended to be used in conjunction with the Request for Proposal and all terms and conditions.



Solicitation Reference Number: The above number has been assigned to this Solicitation and **MUST** be shown on all correspondence or other documents associated with this Solicitation and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the **Purchasing Coordinator** via email address above.

Failure to notify the Purchasing Coordinator of any conflicts or ambiguities in this Solicitation for Proposal may result in items being resolved in the best interest of **WSU Tech**. Any modification to this Request shall be made in writing by addendum and mailed to all bidders who received the original request. Only written communications are binding.

Sales Tax Determination: This Project has been determined by the Kansas Department of Revenue to be exempt from Kansas Sales Tax(es). The cost of said tax must be EXCLUDED FROM all Proposals and Contract prices. Sales tax includes all applicable state, county and city sales tax. If needed, **WSU Tech** will provide the Contractor with a tax exemption number for their use.

Contact: All communications and for technical information regarding the RFP specified in this solicitation and to arrange for a site visit, contact:

purchasing@wsutech.edu

Any correspondence by potential bidders, with WSU Tech, must be documented in writing and submitted to the Purchasing Coordinator, to be considered for any possible addenda, and/or in the evaluation of the proposal/quote. Any change in specifications shall be documented by the Purchasing Coordinator and will be issued by written addendum.

This Request for Proposal (RFP) does not obligate WSU Tech to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. WSU Tech reserves the right to reject a proposal if required information is not provided or is not organized as directed.



WSU Tech also reserves the right to waive minor informalities and reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Select a proposal for contract negotiation other than the one with the lowest cost.
3. Negotiate any aspect of the proposal with any Vendor.
4. Terminate negotiations and select the next most responsive Vendor for contract negotiations.
5. Terminate negotiations and prepare and release a new RFP.
6. Terminate negotiations and take such action as deemed appropriate.

Any decision to cancel or reject any and all proposals is in WSU Tech's sole discretion. WSU Tech also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the [Purchasing](#) section of WSU Tech's webpage. Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Vendor.



Proposal Content and Specifications

Customized UAS Workstations

1. PURPOSE

WSU Tech is soliciting proposals from qualified manufacturers, distributors, and integrators for the design, fabrication, delivery, and installation of custom drone laboratory workstations for the National Center for Aviation Training (NCAT) Expansion Project.

The lab will support instruction, assembly, maintenance, programming, testing, and operation of unmanned aircraft systems (UAS). The furniture solution shall support both hands-on technical activities and computer-based instruction while providing flexibility for future technology changes.

2. SCOPE OF SERVICES

Provide design assistance, shop drawings, fabrication, delivery, installation, punch-list completion, warranty support, and coordination with WSU Tech. The project is anticipated to include:

- Sixteen (16) student workstations
- One (1) instructor workstation
- Associated monitor mounting provisions, cable management, and utility integration

3. FUNCTIONAL REQUIREMENTS

Student Workstations:

- Durable educational/industrial-grade construction
- Integrated cable management
- Accommodation for power and low-voltage routing
- Capability to support dual-monitor configurations
- Provision for computer/peripheral storage
- Adjustable levelers or equivalent stabilization

Instructor Workstation:

- Command-and-control style workstation
- Support for multiple displays
- Clear sightlines to student workstations
- Integrated cable management and equipment storage

General:

- Compatible with floor-mounted utility locations and power connection options between workstations
- Designed for educational laboratory environments
- Finish selections coordinated with WSU Tech

References to specific products, concepts, layouts, or configurations are intended only to establish minimum functional and performance requirements. Equivalent products will be considered provided the proposer demonstrates compliance with all stated requirements.

Proposers offering alternatives shall provide:

- Product literature
- Dimensional drawings
- Renderings
- Warranty information
- Compliance matrix identifying how each requirement is met

4. SUBMITTAL REQUIREMENTS**Include:**

- Company qualifications
- Relevant project experience
- Proposed workstation solution
- Shop drawing concepts
- Warranty information
- Lead time and delivery schedule
- References
- Completed pricing schedule
- Compliance matrix

5. PRICING SCHEDULE

Pricing shall be broken down into the following format:

- Cost per Student Workstation (Qty. 16)
- Cost per Instructor Workstation (Qty. 1)
- Delivery and Installation
- Other (list out/describe)



Alternates:

- Height-adjustable workstations
- Enhanced monitor mounting systems
- Additional power/data integration
- Custom branding elements
- Other proposer-identified value-added features



Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal closing unless extended by mutual written agreement of both parties. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

RFP Terms and Conditions

This RFP includes and incorporates the Contract Provisions form. Contractors should be aware that these terms and conditions in preparing responses to this RFP. Much of the language reflected in any resulting contract with WSU Tech is required by statute. If you take exception to any of the language in the terms and conditions, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Proposal / Delivery Form

Lump Sum Contract Proposal for: \$ _____ DATE: _____

Proposer: _____

ADDRESS: _____

Base Bid: In compliance with the Instructions to Proposers and subject to all conditions thereof, the undersigned hereby proposes to furnish all material and equipment and to perform all labor for and incidental to the entire Work for the Project, all in accordance with the Drawings, Specifications and Contract Documents.

WSU TECH IS TAX EXEMPT BY STATE STATUTE. THE SUCCESSFUL CONTRACTOR WILL BE RESPONSIBLE FOR ANY AND ALL STATE AND LOCAL TAXES AND WILL NOT PASS SUCH ONTO WSU TECH.



Proposed Timeline of Project

The undersigned agrees to complete all Work within agreed upon date of written Notice to Proceed.

Liquidated damages may be assessed at the rate of \$100 per day if the Contractor exceeds the contracted number of days for completion.

Proposed Timeline for project completion:

Subcontractors:

The undersigned proposes to use the following Subcontractors for this Project if applicable:

Mechanical Work: _____

Electrical Work: _____

Other: _____

References:

1)

2)

3)



SIGNATURE SHEET

RFP Number: 2027-01 Closing Date: 07/10/2026, 4:00 pm CST

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

State Tax: The undersigned attests this Proposer is not in arrears in taxes due the State of Kansas.

Legal Name of Person, Firm or Corporation

Mailing Address _____ **City & State** _____ **Zip** _____

Phone _____ **E-Mail** _____

Signature _____ **Date** _____

Typed Name _____ **Title** _____

Required Documents and Forms

The items below, that are checked, must be submitted with your proposal for your offer to be considered responsive to the Request for Proposal.

- Proposal / Delivery Timeline Form
- Signature Sheet
- Certification regarding Immigration Reform and Control
- Disable Vet, Minority/Women Owned
- Contract Provisions form
- Current W-9



**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the College's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by **WSU Tech**, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At **WSU Tech's** request, Contractor is expected to produce to **WSU Tech** any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date



Disabled Veteran, Minority and Woman Owned Business Declaration

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

____ “Service Disabled Veteran”

____ “Black American” includes persons having origins in any of the Black racial groups of Africa.

____ “Woman-Owned Business Enterprise”.

____ “Hispanic American” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

____ “Native American” includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

____ “Asian-Pacific Americans” includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.

Proposer: _____

Certified by (name of Public Entity, if applicable): _____

City: County: _____

State: Zip Code: _____

Certificate Number: _____

(Attach copy)

Signature: _____

Date: _____

Minority and Woman Owned Businesses (M/WBE) shall complete this page and return with their submittal.



CONTRACTUAL PROVISIONS ATTACHMENT

Wichita State University Campus of Applied Sciences & Technology (WSU Tech)

DA-146a (Rev. 02-26)

The parties agree that the following provisions are hereby incorporated into the agreement in which this attachment is incorporated and made a part thereof (the "Agreement"):

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the Agreement and any other document relating to and a part of the Agreement. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue:** The Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Sedgewick County, Kansas.
- Termination Due to Lack of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in the Agreement and for the payment of the charges hereunder, the College may terminate the Agreement at the end of its current fiscal year. The College agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The College will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the College, title to any such equipment shall revert to Contractor at the end of the College's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the College to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the College is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the College or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- Acceptance:** The Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the College, as defined in College policy.
- Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the College have agreed to binding arbitration, or the payment of damages or penalties. Further, the College does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the College at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority to Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
- Responsibility for Taxes:** The State of Kansas and the College shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The College shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.



11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **Confidentiality:** As a state agency, the College's contracts are generally public records. Accordingly, no provision of this contract shall restrict the College's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, *et seq.*).
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the College to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the College or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records:** Contractor understands that the College is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the College to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other College officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official College business. Contractor shall promptly report to the College any request for or improper disclosure of College's student educational records.
16. **Export Control:** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify College in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). College reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification:** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations § 120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the College if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access:** To the extent Contractor is required to be on the College's premises in the performance of any contract, Contractor and its representatives will adhere to the College's reasonable safety and security policies and procedures and will use commercially reasonable efforts not to interfere with the College's regular operations. Contractor further agrees to, upon request, include the College as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the College with a certificate of insurance.
19. **Accounts Receivable Set-Off Program:** If during the course of this contract Contractor is found to owe a debt to the State of Kansas, College payments to Contractor may be intercepted / set-off by the State of Kansas as set forth by law. Notice of the setoff action will be provided to Contractor. Pursuant to K.S.A. 75-6201, *et seq.*, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, Contractor shall credit the College's account showing payment has been made in an amount equal to the funds intercepted. K.S.A. 75-6201, *et seq.* allows the Director of Accounts and Reports to set off College payments to Contractor against debts owed by Contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. Contractor benefits fully from the payment because its obligation to the State of Kansas is reduced by the amount subject to setoff.
20. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
21. **Defend Trade Secrets Act:** Notwithstanding any confidentiality obligations set forth in the Agreement and any other confidentiality provision or document relating to the Agreement, Contractor understands that, pursuant to the Defend Trade Secrets Act of 2016, Contractor will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Contractor understands that in the event it is determined that disclosure of trade secrets was not done in good faith pursuant to the preceding sentence, Contractor will be subject to substantial damages, including punitive damages and attorneys' fees.



22. **Force Majeure:** WSU Tech shall not be liable to Contractor or any third party for any failure or delay caused by events beyond WSU Tech’s reasonable control, whether foreseeable or unforeseeable, including but not limited to: an act of God; inevitable accident, fire, labor dispute, riot or civil commotion; act of public enemy, terror, or war; governmental act; epidemic; pandemic (including but not limited to COVID-19); viral outbreaks; outbreaks of communicable disease or any other public health crisis; quarantines or other restrictions; national or regional emergencies; regulation or rule; governmental regulations or restrictions on travel, movement, and large gatherings; failure of technical facilities; national day of mourning; emergency announcement or news bulletin; inability to obtain supplies, delays in transportation, embargoes; or other reason beyond the reasonable control of WSU Tech (each, a “Force Majeure Event”). WSU Tech shall notify Contractor as soon as reasonably practicable of any Force Majeure Event and use its reasonable best efforts to mitigate and remedy the adverse effects of such Force Majeure Event. In the event said Force Majeure Event persists for more than thirty (30) days, WSU Tech shall have the option to terminate the Agreement, without penalty.
23. **Use of Name:** Contractor shall not use any WSU Tech marks without the prior written consent of WSU Tech, which consent may be withheld or granted by WSU Tech in its sole discretion, at any time. For purposes of this Agreement, “WSU Techs Marks” is defined as WSU Tech’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, and all trade names which are owned, licensed to or controlled by WSU Tech. Should Contractor be granted use of the WSU Tech Marks such grant of rights shall be (a) royalty-free, non-exclusive and non-assignable; (b) for the limited purpose of publicizing the Performance; and (c) in accordance with WSU Tech’s Brand Identity Standards, as amended from time to time. Contractor shall not use the WSU Tech Marks for any other purpose not explicitly permitted by WSU Tech hereunder and/or approved in advance by WSU Tech in writing. Contractor shall immediately cease all uses of the WSU Tech Marks upon expiration or termination of this Agreement. WSU Tech may require Contractor to cease using the WSU Tech Marks at any time. Under no circumstances shall Speaker use the WSU Tech Marks in any way that would constitute endorsement, approval, or underwriting of any corporation, product, activity, idea, service or contract by WSU Tech.
24. **Dispute Resolution:** In the event a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within a reasonable amount of time after the dispute has arisen, then either party may pursue any remedy available under applicable law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement.

Signature

Date