

13800 Coppermine Road Suite 200 Herndon, VA 20171 Phone: 703.234.5378

Fax: 703.234.5378 www.4points.com

February 21, 2007

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
Attn: Roberta Wagner

Marked For: Request for Quotation Number: BHS70096

Dear Ms. Wagner,

Four Points Technology (FPT), a Service Disabled Veteran Owned Small Business (SDVOSB), is pleased to offer our response to Request for Quotation Number BHS70096 issued by the State of West Virginia Department of Administration Purchasing Division. This proposal is provided via our GSA Schedule 70 Contract, GS-35F-0553P.

Four Points Technology (FPT) and Intersystems will comply with all of the Department's requirements as specified in the RFQ.

For clarification purposes, enclosed you will find three (3) documents including: a signed copy of Request for Quotation BHS70096, FPT Price Proposal, GSA Schedule Pricing denoting items in price proposal. The Terms and Conditions of my GSA Schedule can be found at orca.bpn.gov.

If you have any questions regarding our proposal, please contact me at your convenience. My direct phone number is 703.234.5378, my fax number is 703.234.5771.

Sincerely.

David Gilchrist

President



NODZE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

BHS70096

PAGE	, .
1	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

RFQ COPY FOUR POINTS TECHNOLOGY LLC 13800 COPPERMINE ROAD SUITE 200 HERNDON WV 20171

SH-P ⊢0

HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 01/31/2007 BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 EΑ 099-00-01-001 400 LICENSE - CACHE 5.2 ENTERPRISE MULTISERVER, TO PROVIDE CACHE 5.2 ENTERPRISE MULTISERVER,OR EQUAL, |PLATFORM SPE|CIFIC| FOR |400 CONCURRENT U|SERS ON X86 - 32 BIT (WINDOWS). MUST BE ABLE TO WORK IN A WINDOWS PLAT-MUST INCLUDE ONE YEAR SUPPORT AND MAINTENANCE -CACHE TECHNICAL ASSISTANCE AND SOFTWARE UPDATES. THE INTERSYSTEMS CACHE PRODUCT ENABLES RAPID WEB APPLICATION DEVELOPMENT CREATING UNIFIED DATA ARCHITECTURE. IT MUST WORK ON BOTH AN MS WINDOWS PLATFORM AND BE COMPATIBLE WITH OPEN VISTA. SEE ATTACHED BID/COST SHEET THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS IGNATURE

03 - 6433660



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

BHS70096

.PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

NEZDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SH-P FO

DATE PRIN	TED	TER	MS OF SALE	SHIP	VIA	F.O.B.		FREIGH	TTERMS
01/31/									, , , , , , , , , , , , , , , , , , , ,
BID OPENING DATE		02/28/	2007		RID	DPENING T	TME 01	:30PM	
	7		0.47			UI LIVING I	TIIL OT	. 30111	
LINE	QUAN	YTITY	UOP CAT.	ITEM NU	IMBER :	UNIT PF	NCE	AM	OUNT
	SUBMIT DAYS P BE IN	TED TO RIOR T ACCORD AL CON	THE DIRE O THE EXP ANCE WITH TRACT AND	CTOR OF PUIRATION DA	JRCHASIN ATE. SU S AND CO	ND VENDOR G THIRTY CH RENEWAL NDITIONS (TO TWO (2	(30) _ SHALL DF THE		-
	RIGHT NOTICE SUPPLI	TO CAN TO TH ED ARE	CEL THIS E VENDOR OF AN IN	CONTRACT I IF THE CON FERIOR QUA	MMEDIAT MODITIE ALITY OR	NG RESERVE ELY UPON V S AND/OR S DO NOT CO ONTRACT HE	VRITTEN SERVICES ONFORM		
	FOR BAI	NKRUPT	CY PROTEC	TION, THIS	CONTRA	ONTRACTOR CT IS AUTO WITHOUT F	MATI-		
	SHALL S CONDIT: DOCUMEN AGREEM	SUPERSE IONS WH NTS SUC ENTS OF	EDE ANY AM HICH MAY A CH AS PRIO R MAINTENA	ND ALL SUE APPEAR ON CE LISTS,	SEQUENT ANY ATT ORDER FO MENTS,	THIS CONTR TERMS AND ACHED PRIN DRMS, SALE INCLUDING	TED S		
	REV. 04		001						
	BUSINES VIA USF NO VENI QUESTIC	SS ON TOST ON THE CONTROL OF THE CON	TUESDAY 2, (, COURIEF CEIVES AN L BE ANSV DNS ARE PF	/13/2007. OR EMAIL UNFAIR AD /ERED VERB	QUESTIC . IN OF VANTAGE, ALLY. I ADDRESS	ROUGH CLOS ONS MAY BE RDER TO AS , NO SUBST OF POSSIBL S INQUIRIE	SENT SURE ANTIVE E, S TO:		
GNATURE			OED ME	VENSE SIDE FUH	TELEPHONE	DITIONS	DATE		
TLE		FEIN							
I Li		leen.	•	*		ADDDES	S CHANGES T	O BE NOTED	AROVE



>EZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

 RFO	NU	ИB	ĒŔ		-
DI	10	7.0		0/	

	PA	GE	_
·			

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

SH-P FO

DATE PRIN	ITED	TEF	RMS OF SAL	ı F	T SH!	P VIA	·.[· ·	· F(D.B.		FRI	EIGHT TERM	
01/31/		- *** *** ***			 		+		J.B.,			21001 112300	5
OPENING DATE:	······································	02/28/	2007			BID	UPE	ENING	TIME		:30PM	1	
LINE	. 1	VIIIA	UOP	CAT.	ITEMA		Τ.				1011		· · · · · ·
FILAT		11111	1	NO.	11 LIVI (1	IOWRFH		UNI	PRICE			TNUOMA	· · · <u>· · ·</u>
		J	1 1										
I		1	1 1										
	ROBERTA		1 1										
	DEPARTI	1	1 1	1 1	RATION								
	PURCHAS	- 1	1 1	1 3									
1	2019 WA	ı	1 1	1	, EAST								
	CHARLES	1	1 1	5305									
	FAX: 3	304-55 RWAGI	1 1	!!	L COV								
Î	EMAIL.	KWAG	NEROW	VADRIT	N.GUV								
	THE MOI	OFI /BR	ANDIS	PECIF	ICATIONS	иумер Н	1 E B E	TH EQ	ተለם! ቸ	сц			
					F QUALIT					Sπ			
					PREFEREN				0 1	ļ			
	PARTICL					ENDORS W	1		NIGGT	رد			
	ALTERNA	ATES S	HOULD	SO S	TATE AND	INCLUDE							
l	LITERAT	TURE A	ND SPE	ECIFIC	CATIONS.	FAILUR	RE T	O PRO	VIDE				
.]:	INFORMA	ATION F	FOR A	NY AL	TERNATES	MAY BE	GRO	UNDS	FOR				
F	REJECTI	ION OF	THE E	BID.	THE STA	TE RESER	VES	THE I	RIGHT				
					ARITIES	1	ì			I NOI			
					TION 148			THE WI	EST				
. [VIRGINI	A LEGI	ISLAT	I VE RIL	ULES AND	REGULAT	ION	S.		-			
			VEND	22 20		~~~~							
		-	VENDU	JK PKE	EFERENCE	CEKITET	CATI	E					
c	CERTIFI	CATION	J AND	APPL	ICATION*	TC HERE	RV I	MADE E	- n p				
					CE WITH V								
E	5A-3-37	(DOES	s NOT	APPL	Y TO CONS	STRUCTIO	N CI	ONTRA(TS).				
}		ļ			, •=			U 14 1 1 1 1 1 1	-10.				
				MADE	FOR 2.5	5% PREFE	REN	CE FOR	R THE				
R	REASON									-			•
										1			
. [0					IVIDUAL F								
					Y IN WES								
	CERTIFI			ELY	PRECEDING	FIHE DAN	TΕι	DF THI	S				
	·F.W.T. T.	CALLUIA	; UK										
c	() B	TODER	TC A	PARTN	NERSHIP,	ACCULTAT	ፓ ፐ በ አ	יי חם ר	ODDAE	, <u>a</u>			
]					.UKFUR	A-			
ATURE			· · · · ·	SEE REVE	ERSE SIDE FOR T		IDITION	1\$:					
. TURE						TELEPHONE				DATE			
		FEIN	i					ANDR	ESS CHAI	NOEC T	O DE NO		



NODZE

TLE

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

BHS70096

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

٠.	1
- '	
S	
H	
1.	
Р	
Τ,	
7.	
· O ·	
	•

HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRIN	ITED	TEF	RMS OF SAL	.E	SHIP V	IA	F.O.B.		FREIGHT TERMS	
01/31/	/2007									
BID OPENING DATE		02/28/	2007			BID	OPENING TIM	IE 01	:30PM	
LINE	QUA	NTITY	UOP	CAT. NO.	ITEM NUL	(BER	UNIT PRIC	É	AMOUNT	
								4		
	1		1		1		D ITS HEAD-			
	1 -		1 1				S CONTINUOU			
	1				1		IATELY PREC			
	ì						OF THE OWN			
	1		1 1		1		INDIVIDUAL, N RESIDENT			
					ì		PRINCIPAL			
							NIA FOR FOU			
	1		1 1		EDING THE		1	K (4)		
	i .	ICATIO	1	INLU	LDING THE	DAIL	11113			
•	CERTI	ICATIO	it, UK				e ['] ·			
	()	RIDDER	TS A	CORP	ORATION N	ONRESTO	ENT VENDOR			
	1		1 1			and the second s	HICH EMPLOY			
	1		1 1				TS AND WHIC	1		
	1		1 1				CIPAL PLACE			
	1	,	, ,				USLY FOR TH	1		
			1 1				HE DATE OF	j.		
	1	ICATIO	1							
	B. AP	PLICAT	ION I	SMAD	E FOR 2.5	% PREFE	RENCE FOR T	HE		
	REASON	CHECK	ED:	,						
	()	BIDDER	IS A	RESI	DENT VEND	OR WHO	CERTIFIES T	HAT,		
	DURING	THE L	IFE O	- THE	CONTRACT	, ON AV	ERAGE AT LE	AST		
	75% OF	THE E	MPLOY	EES W	ORKING DN	THE PR	DJECT BEING	BID		
	1		i I				E RESIDED I			
	1			. 1			RS IMMEDIAT	ELY		
	PRECED	ING SU	BMISS	TON O	F THIS BI);	,			
	OR									
	()	BIDDER	IS A	NONR	ESIDENT VI	ENDOR E	MPLOYING A			
					STATE RES					
	1			1			R SUBSIDIAR			
		1	1	1	•		INCIPAL PLA			
							YING A MINI			
	1	1		i			TIFIES THAT	,		
	DUKTUG	THE L	TE OF	. IHE	CUNTRACT	, UN AV	ERAGE AT LE	ASI		
	l projekt kiele		.	SEE REV	ERSE SIDE FOR TE	RMS AND CON	IDITIONS	. : .		1.5
GNATURE			·			ELEPHONE		DATE		



VEZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

S P T

HEALTH AND HUMAN RESOURCES BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRIN	TED	TEF	MS OF SAL	Ε .	SHIP	VIA		F.O.B.	T	FRÉI	GHT TERMS	
01/31/	2007									~ <u>`</u>		
OPENING DATE	:	02/28/	2007			BID	OP.	ENING TIME	01	:30PM		
LINE	QUAI	YTITY	UOP	CAT. NO.	ITEM NU	MBER		UNIT PRICE			AMOUNT	
	75% OF	THE E	MPLOY	EES O	R BIDDERS	S' AFFIL	IA	TE'S OR				
	1		1 1				1	WEST VIRGIN				
	1		1 1		i		1	LY FOR THE				
	YEARS	IMMEDI	AIELY	PREC	EDING SUI	BMISSION	וס	F THIS BID.				
	BIDDER	UNDER	STAND	S IF	THE SECRE	TARY OF	T.	AX & REVENU	E			
	1	1						RENCE HAS		Ì		
								NTS FOR SUC		ļ		
	1	1					3	DIRECTOR OF				
	PURCHA	3	i i	1			1	OR PURCHAS	E			
							1	AINST SUCH THE BID AMO	! ! ! ! ~~			
•	i			1			1	THE BID AMU E CONTRACTI				
	i		1	i	M ANY UNF		1		NG			
	CONTRA											
	DV CUP	MICCIN	N 0E	титс	CEDTIEICA	TE DID	DE	R AGREES TO				
								ATION TO TH				
		1	1	3				PARTMENT O				
	1				CLOSE TO		1		•			
	ı	1			INFORMAT		1					
	BIDDER	HAS P	AID TH	IE RE	QUIRED BU	SINESS	TAX	(ES, PROVID	ED			
	THAT S	JCH IN	FORMA	LION	DOES NOT	CONTAIN	TH	IE AMOUNTS I	DF			
				1			EEM	IED BY THE	TAX			
	COMMISS	SIONER	TO BE	CON	FIDENTIAL	•						
	UNDER I	PENALT	OF L	.AW F	OR FALSE	SWEARIN	G (WEST VIRGI	AIN			
					EREBY CER							f
	CERTIF:	CATE 3	IS TRL	JE ANI	O ACCURAT	E IN AL	L R	ESPECTS; A	dν			
	THAT IF	A CON	NTRACT	IS	ISSUED TO	BIDDER	AN	D IF ANYTH	ING			
								DURING THE				
							FΥ	THE PURCHAS	SING			
	DIVISIO	N IN		1	1EDIATELY							
			В	TDDFF	. Four	POINT	Ś	TECHNOLOG	4	DAVIS	Gueis	ביוב
-	 											
TURE	· · · · · · · · · · · · · · · · · · ·			SEE HEV	ERSE SIDE FOR TI	TELEPHONE	סודוטו		DATE			
					/							
		FEIN						ADDRESS CHA	NGES	O BE NOT	ED ABOVE	



>EZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

BHS70096

PAGE	
- 6	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

ĺ		1
l	s	
	H	1
	P	ŀ
	· ~	
	Ö	1

DATE PRIN		TER	RMS OF SAL	LE	S	SHIP VIA		FO.I	В		FREIGH	TTERMS	
01/31/		<u></u>											
BID OPENING DATE:	1	02/28/		T :	т	B	ID (OPENING T	IME	01:	30PM		
LINE	QUA	NTITY	UOP	CAT. NO.	ITEN	M NUMBER		UNIT F	'RICE		: AM	IOUNT	
				DATE:		z/zi/a	700	7	' -				•
				SIGNE	D :		lli	1.0					
				TITLE	. Dan	118 G	»ICC,	140157					
i	IN EIT ENTITL	HER "A' ED TO	" OR RECEI	"B", VE.	OR BOTH	H "A" AI Y REQUES	יי מא	CONSIDERA 'B" WHICH IP TO THE	YOU A	AR			٠
	(REV.	1	1 FOR	NOT		(D ; D .							
	A SIGN	ED BID	MUST	BE S	UBMITTE	D TO:			•				
	P (B (2 (URCHASI UILDING 019 WAS	ING DI G 15 SHINGT	IVISION S	INISTRA ON TREET, 5305-01	EAST							
	4 CONVE	ENIENCE	E COPY	י אסטן	LD BE A	PPRECIA	ATED						
						NFORMAT OT BE C		ON THE FIDERED:	FACE O	F			
S	SEALED	BID	The state of the s										
E	BUYER:					WAGNER		22					:
GNATURE	l kar ela "		<u> </u>	SEE HEVE	FHOE SIDE FO	R TERMS AND		ITIONS	DAT	rr-	1 427 41 1 141 1 14 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u> </u>	<u> </u>
				•.			•						
TLE		FEIN	r in the					ADDDE	SS CHANG	ECTO	BE NOTED	ADOVE	



VEZDOR

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

SHIP

T

RF	01	<u>VU</u>	M	3 E	R	-	
F	3 H	S	7	0	0	9	6

PAGE	

7

ROBERTA WAGNER

ADDRESS CORRESPONDENCE TO ATTENTION OF:

OBERTA WAGNER

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRIN	TED	TEF	RMS OF SA	LE	SHIP V	'IA		F.O.B.		FR	EIGHT TERMS
01/31/	2007		·····			distanti di Santa di	<u> </u>				
OPENING DATE:		02/28/	2007		1	BID	OPEN	1			
LINE	***		UOP	CAT. NO.	ITEM NUK			UNIT PRICE		:30PM	AMOUNT
	RFQ. N	O.:			BHS70096						
	BID OP	ENING	DATE:		02/28/200	7					
	BID OPI	ENING	TIME:	1:3	0 PM						
					UMBER IN NG YOUR B 703~234-	ID:		NECESSAF	? Y		
	CONTAC" 		i		PRINT CLI		4	3-234-5	3 <i>78</i>		
	*****	THIS	IS T	HE EN	D OF RFQ	BHS70	096	***** T	OTAL:	Actions	
				SEE REVI	ERSE SIDE FOR TER	RMS AND CON	DITIONS	in the second			
ATURE	<u> </u>		· ·		the state of the s	ELEPHONE		<u> </u>	DATE		<u> </u>
		FEII	٧					ADDRESS C	HANGES T	TO BE NO	TED ABOVE
. 147115	N DEODO	NDINGT	0.000	ILIOEDT	ALANAE AND A	000000	1 0 0 0 0	<u></u>			

BHS70096 - BID/COST SHEET

QUANTITY	ITEM	COST
400	License – Cache 5.2 Enterprise multiserver, platform specific for 400 concurrent users on x86 – 32 bit (Windows) or equal	\$397,808.00
For 400 Users	One (1) year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$ 87,517.76
For 400 Users	*Second year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$ 90, 143.59
For 400 Users	*Third year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$ 92,847.59

^{*}Upon mutual agreement of renewal.

The award of this contract (BHS70092) will be based only upon the initial cost of the License and year one (1) of support and maintenance (Cache "or equal" technical assistance and software support). The second and third years cost of support and maintenance, shall be provided, but will not be considered in the evaluation.

ATTACHMENT P.O.# BHS70096

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed All 2/21/07		
Signature Date	Signature	Date
PRISIDENT/CEO Title	Title	····
FOUR POINTS TECHNOLOGY Company Name	Agency-Division	

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>ARBITRATION</u> Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the . West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's
 governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>ATTORNEY FEES</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. <u>ASSIGNMENT</u> Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: FOUR POINTS TECHNOLOGY
Signed:	Signed: Profits
Title:	Title: President/CCO
Date:	Date: 2/21/07

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Four	POINTS TECHNOL	067
Authorized Signature:	Date:	2/21/07	

No Debt Affidavit (Revised 10/13/06)



A Service Disabled Veteran Owned Small Business (SDVOSB)

Quote Prepared by: David Gilchrist

Phone: (703) 234-5378 Fax: (703) 234-5771

E-mail: davidg@4points.com

Contract: GSA
Submitted Date: 2/21/2007
Customer POC: Roberta Wagner
Agency/Company: WV-HHS

Phone: 304.558.0067

Fax:

E-mail: rwagner@wvadmin.gov

Bid/RFQ #:

FPT Quote #: Quote FPT-INT-WV-022107

ltem	Product Description	Mfr.	Part	Qty	GSA Unit Price	GSA Extended Price
		,				
1	Enterprise Platform Specific Multi Server	Intersystems	ISC-C04-112	400	\$ 994.52	\$ 397,808.00
2	Cache' Technical Assistance/Software Updates (First year)	Intersystems	ISC-C04-115	1 year	22%	\$ 87,517.76
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				Total	\$ 485,325.76
					_	
* 3	Cache' Technical Assistance/Software Updates (Second Year)	Intersystems	ISC-C04-115	1 year	22%	\$ 90,143.59
* 4	Cache' Technical Assistance/Software Updates (Third Year)	Intersystems	ISC-C04-115	1 year	22%	\$ 92,847.59

Ongoing yearly maintenance is calculated by multiplying the Cache License fees times 22% of the GSA list price of the software. Therefore with a normal 3% increase in escalation of the software sales price, the next 2 years maintenance fees would be as indicated.

Pricing Notes:

- 1. Payment Terms are Net 30
- 2. Price include FOB Destination, CONUS, Normal Ground Freight
- 3. This price quote is valid for a period of 60 days from date of offer.
- 4. Approximate Delivery within 30 days ARO
- 5. There is no discount for prompt payment

Related information:

Business Type: Service-Disabled, Veteran-Owned, Small Business

(SDVOSB)

Cage Code: 1YS78

TIN: 03-0433660 DUNS: 08-989-6737

Remit to: Four Points Technology

13800 Coppermine Road, Suite 200

Herndon, VA 20171 PH: (703) 234-5378 Fax: (703) 234-5771

EFT per CCR

FOUR POINTS TECHNOLOGY InterSystems Pricing Master GSA Schedule: GS-35F-0553P

132-34	132-34	132-51	132-51	132-51	132-51	132-51	132-51	132-51	132-51	132-51	132-51	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	132-33	NIS	
InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	interSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	interSystems	InterSystems	InterSystems	InterSystems	InterSystems	InterSystems	MFG	
Cache' Technical Assistance/Software Updates *** Technical Assistance to a \$900- ISC-C04-115 minimum annual fee per Customer	Ensemble Technical Assistance/Software Updates *** Technical Assistance to a \$900- ISC-E04-114 minimum annual fee per Customer	ISC-TE4-102 Building Productions with Ensemble (5 Days)		ISC-TC4-108 Customer On-Site Training - 5 Days		ISC-TC4-106 Customer On-Site Training - 3 Days	-								ISC-E04-109 Platform Independent, Single Server - Each Additional CPU	ISC-E04-108 Production Project License (Two CPUs); Platform Independent, Multi Server			-												ISC-C04-107 Elite Platform Specific Single Server				ISC-C04-103 Enterprise Single Server		ISC-C04-101 Entrée Single Server	MEG'S PIN PRODUCT DESCRIPTION	
		\$ 2.	s 1,3	S 11,5	s 9,0	S 7,1	s 4,5	s 2,7	S 1,3	s 2,	s 2,1	\$ 1,5	5 1,3	\$ 187,5	\$ 156,2	\$ 375,0	\$ 312,5	s 1,3	s 1,0	S 156,2	s 125,0	\$ 312,5	\$ 250,0	s 1,3	s 1,0	s 1,0	e e	so E	s	s	S .	en A	S	S	s	s s	8	MFG, LIST PRICE	
22% of GSA	22% of GSA	2,150.00	1,350.00	11,500.00	9,300.00	7,100.00	4,900.00	2,700.00	1,350.00	2,150.00	2,150.00	1,575.00	1,325.00	187,500.00	156,250.00	375,000.00	312,500.00	1,325.00	1,050.00	156,250.00	125,000.00	312,500.00	250,000.00	1,300.00	1,080.00	1,080.00	865.00	815.00	680.00	680.00	535.00	405.00	320.00	815.00	650.00	300.00	210.00	DISC: FPTGSA MARKUP F/LIST COST %	GSA
																																							GSA GS/
		s	(A)	G	ເກ	s	s	G	G	G	s	s	s	w	co.	s	G	G	s,	G	s	s	s	en	G	s	· ·	s	s	ç	G	ı	ь	s	s	s	s		GSA SELL
		1,979.83	1,243.15	10,589.78	8,563.91	6,538.04	4,512.17	2,486.30	1,243.15	1,979.83	1,979.83	1,450.34	1,220.13	172,659.40	143,882.83	345,318.80	287,765.66	1,220.13	966.89	143,882.83	115,106.27	287,765.66	230,212.53	1,197.11	994.52	994.52	796.54	750.49	626.18	626.18	492.65	372.94	294.67	750.49	598.55	276.26	193.38	(includes 75% IFF)	GSA SELL
		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	GSA DISC	
NIA	NA	NA	NA	N/A	N/A	N/A	N/A	NA	N/A	NA	N/A	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	30 Days	WARR	
US	S	S	S	S	S	US	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	SU	S	S	S	SU	SU	S	S	S	S	S	S	S	S	S	000	STATE STATES
N/A	NIA	NA	NA	NA	NA	NA	NA	N/A	NA	NA	N/A	NA	N/A	N/A	N/A	NA	N/A	NA	NA	N/A	N/A	NA	N/A	NA	NA	NA	N/A	NA	N/A	NA	NA	NA	NA	NA	NA	NA	N/A	E STAR	
		N/A	NIA	N/A	N/A	NA	NA	NIA	N/A	NA	N/A	NA	NA	NIA	NA	NA	NIA	NA	NA	N/A	NIA	N/A	NIA	N/A	NIA	NA	NA	NA	NIA	SEC 508									

Above highlited products support this proposal