

HEALTHCARE INFORMATION MANAGEMENT

OLEEN

Oleen Healthcare Information Management, Inc.
Response to

State of West Virginia, Department of Administration Request for Quotation # BHS70096 to purchase InterSystems Corporation's Cache Database Product

> 28 February 2007 Prepared For: Roberta Wagner

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



Prepared By: Oleen Healthcare Information Management, Inc.

DUNS: 621722701 Cage Code: 3PQN1 NAICS: 423430, 811212 SIC: 5045, 7378 http://www.oleen.com

Contact Information:

Oleen Healthcare Information Management, Inc.
8484 Georgia Avenue, Suite 600
Silver Spring, Maryland 20910
301-589-0900 (telephone)
301-589-7299 (fax)
Mark Plitman, Vice President
mplitman@oleen.com
Laura Fenves, Director Administration
lfenves@oleen.com



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

Request for Quotation

T

RFQ NUMBER

BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

VENDOR

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD 20910

HEALTH AND HUMAN RESOURCES SH-P BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

01/31/	2007					
D OPENING DATE:	02/28	/2007	BID	OPENING	TIME 01	:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNI	TPRICE	AMOUNT
001	400 LICENSE - CA	EA ACHE 5.2 E	099-00-01-001 NTERPRISE MULTISE		. 15	\$384,460.00
	PLATFORM SPI BIT (WINDOW: FORM. MUST	CIFIC FOR BUST BUST BUST BUST BUST BUST BUST BUST	ENTERPRISE MULTIS 400 CONCURRENT L E ABLE TO WORK IN NE YEAR SUPPORT A TANCE AND SOFTWAR	SERS ON A WINDO AND MAIN	X86 - 32 DWS PLAT- TENANCE -	
	APPLICATION ARCHITECTURE	DEVELOPME . IT MUS	E PRODUCT ENABLES NT CREATING UNIFI T WORK ON BOTH AN TIBLE WITH OPEN N	ED DATA		
	SEE ATTACHE	BID/COST	SHEET			•
	YEAR OR UNT NECESSARY TO ORIGINAL CON NOT EXCEED TIME" THE VI	A IL SUCH "R D OBTAIN A NTRACT. T TWELVE (12 ENDOR MAY GIVING TH	HIS CONTRACT BECO ND EXTENDS FOR A EASONABLE TIME" TO NEW CONTRACT OR HE "REASONABLE TO O MONTHS. DURING TERMINATE THIS CO E DIRECTOR OF PUR	PERIOD (HEREAFT) RENEW TI (ME" PER THIS "I)NTRACT I	OF ONE (1) ER AS IS HE IOD SHALL REASONABLE FOR ANY	
	IN THIS CON	TRACT DOCU	SIONS ARE STIPULA MENT, THE TERMS, E FIRM FOR THE LI	CONDITI	DNS AND	
	RENEWAL: TH		T MAY BE RENEWED	·.	E MUTUAL	
GNATURE 7	<u> </u>	SEE F	EVERSE SIDE FOR TERMS AND CO	INDITIONS	DATE	2/21/
	Mik Atton	-	7	40-638-	4467	1/26/07



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

Request for

T O

BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

NODZEK

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD 20910

HEALTH AND HUMAN RESOURCES 9H-P BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINT	TED .	TER	MS OF SAL	E	SHIP V	IA	F	О.В.	FREIGHT TE	RMS
01/31/	2007			•						
BID OPENING DATE:		02/28/	2007			BID	OPENING	TIME	01:30PM	
LINE	QUA	NTITY	UOP	CAT. NO	ITEM NUN	IBER ·	UNI	TPRICE	AMOUN	П
				<u>\</u>						
	WRITTE	EN CONS	ENT O	F THE	SPENDING	UNIT A	ND VENDO	DR,		
					TOR OF PU					
i e					RATION DA		1		L	
	BE IN	ACCORD	ANCE	WITH	THE TERMS	AND CO	NDITIONS	S OF THE		
	ORIGI	NAL CON	TRACT	AND	SHALL BE	LIMITED	TO TWO	(2) ONE		
	(1) YE	EAR PER	IODS.							
	CANCEL	LATION		DIDE	CTOD OF D	UDCUACT	NC DECE	DVEC THE		
			1 1		CTOR OF P ONTRACT I				NI .	
1			1		F THE COM				l l	
l .	L				ERIOR QUA				i i	
3	1				OF THE BI		6			
					ENT THE V					
					ION, THIS					
1	ORDER		טא מא	TD, A	ND IS TER	MINAIFD	MILHOO	I FURIHE	K	
	UKDEK	•								
	THE TE	ERMS AN	D CON	DITIO	NS CONTAI	NED IN	THIS CO	NTRACT		
					D ALL SUB		1			
	CONDI	TIONS W	HICH	MAY A	PPEAR ON	ANY ATT	ACHED PI	RINTED		
					E LISTS,					
			l i		NCE AGREE		INCLUDI	NG ANY		
	ELECT	SONIC W	EDIUM	SUCH	AS CD-RO	М.				
	DEV (04/11/2	001							
	LV.	J-T/ L L/ C	001							
	INQUII	RIES:								
					L BE ACCE					
					13/2007.					
					OR EMAIL		RDER TO		_	
					UNFAIR AD ERED VERB		IF POSS		E	
					EFERRED.			RIES TO:		
	LIMLE	word: 1								
SIGNATURE 7	1	-11 VI		SEE RE	VERSE SIDE FOR T	ERMS AND CO	NDITIONS	, _ IDA	re - / . /	
/h	the !	Petron				24	0-638-4	1467	7/26/6	ヮフ
TITLE PI	18 51 /2 51	L.	EIN	57-	1574960		AD	DRESS CHANG	GES TO BE NOTEÓ A	BOVE
	CAL DEOL	20VIDINO	TO DEO	INICED			INI CDACE /	VDOVE LADE	I ED 'VENDOD'	



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

Request for Quotation

S

þ

T

BHS70096

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD 20910

HEALTH AND HUMAN RESOURCES BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS F.O.B. 01/31/2007 BID OPENING DATE: BID OPENING TIME 02/28/2007 01:30PM CAT. QUANTITY LINE LIOP UNIT PRICE AMOUNT ITEM NUMBER ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 304-558-4115 FAX: RWAGNER DWVADMIN. GOV EMAIL: THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR PARTNERSHIP, ASSOCIATION OR CORPORA-BIDDER IS A SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 38-4467 FEIN ADDRESS CHANGES TO BE NOTED ABOVE resident 10e ズフー ノエフタタ60



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

20910

Request for

RFQ NUMBER BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

304-558-0067

*618144948 301-589-0900 **OLEEN HEALTHCARE INFO MGT** 8484 GEORGIA AVENUE #600

SILVER SPRING MD

HEALTH AND HUMAN RESOURCES SHIP T O

BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRIN	TED TER	MS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/					
BID OPENING DATE:	02/28/	2007	BID	OPENING TIME 01	:30PM
LINE	QUANTITY	UOP CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	QUARTERS OR WEST VIRGINI THE DATE OF INTEREST OF PARTNERSHIP, WHO HAS MAIN OF BUSINESS	PRINCIPAL A FOR FOUR THIS CERTI BIDDER IS ASSOCIATI TAINED ITS CONTINUOUS ATELY PREC	(4) YEARS IMMED FICATION; OR 80% HELD BY ANOTHER ON OR CORPORATIO HEADQUARTERS OR	S CONTINUOUSLY IN IATELY PRECEDING OF THE OWNERSHIP INDIVIDUAL, N RESIDENT VENDO PRINCIPAL PLACE NIA FOR FOUR (4)	
	WHICH HAS AN A MINIMUM OF HAS MAINTAIN BUSINESS WIT	AFFILIATE ONE HUNDR ED ITS HEA HIN WEST V RS IMMEDIA	ORATION NONRESID OR SUBSIDIARY W ED STATE RESIDEN QUARTERS OR PRIN IRGINIA CONTINUO TELY PRECEDING T	HICH EMPLOYS TS AND WHICH CIPAL PLACE OF USLY FOR THE	•
	REASON CHECK () BIDDER DURING THE L 75% OF THE E ARE RESIDENT THE STATE CO PRECEDING SU	ED: IS A RESI IFE OF THE MPLOYEES W S OF WEST NTINUOUSLY	E FOR 2.5% PREFE DENT VENDOR WHO CONTRACT, ON AV ORKING ON THE PR VIRGINIA WHO HAV FOR THE TWO YEA F THIS BID;	CERTIFIES THAT, ERAGE AT LEAST OJECT BEING BID E RESIDED IN	
	MINIMUM OF ON NONRESIDENT WHICH MAINTA OF BUSINESS OF ONE HUNDR	NE HUNDRED VENDOR WIT INS ITS HE WITHIN WES ED STATE R IFE OF THE	ESIDENT VENDOR E STATE RESIDENTS H AN AFFILIATE O ADQUARTERS OR PR T VIRGINIA EMPLO ESIDENTS WHO CER CONTRACT, ON AV	OR IS A R SUBSIDIARY INCIPAL PLACE YING A MINIMUM TIFIES THAT, ERAGE AT LEAST	
SIGNATURE M				+0-638-4467 DATE	2/26/07
TITLE Vice F	resident Fi	57-13	574960	ADDRESS CHANGES	TO BE NOTED ABOVE



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

20910

Request for

RFO NUMBER BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD

þ Ť

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

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 01/31/2007 BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR |SUBSIDIARY'S| EMPL|OYEES| ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: Olean Healthage Information Mant, Inc. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 740-638-446 ADDRESS CHANGES TO BE NOTED ABOVE 7-1574960



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

Request for Quotation

SH-P

T

RFQ NUMBER BHS70096

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD 20910 **HEALTH AND HUMAN RESOURCES** BBH/HF

VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINT	TED TER	MS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
01/31/	2007				
BID OPENING DATE:	02/28/	2007	BID	OPENING TIME 01	:30PM
LINE	QUANTITY	UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
		NO.			
					1
			7/26/07		
		DATE:			1
			2/26/01 The	sil-	
		SIGNE	n/mk	phlm	
		SIGNL			
			Vice Pr	N /	
		TITLE	:Pr	થ્કાવળા	
			N OF PREFERENCE		
			OR BOTH "A" AND		
	ENTITLED TO			UP TO THE MAXIMUN	
		E FOR BOTH	"A" AND "B".		
	(REV. 12/00)				
	,	NOT	ICE		
		l NO	ICE		
	A SIGNED BID	MUST BE S	UBMITTED TO:		
	DEPARTM	ENT OF ADM	INISTRATION	,	
		ING DIVISI			
	BUILDIN	l ì			
	1	1 1	TREET, EAST		
	CHARLES	TON, WV 2	5305-0130		
	A CONVENIENC	E COPY WOU	LD BE APPRECIATE	D	
1				•	
	THE BID SHOW	ID CONTAIN	THIS INFORMATIO	N ON THE EACE OF	
	1	1	D MAY NOT BE CON		
	mitvaloi L		IN HOLDE COR		
	SEALED BID				
	BUYER:		ROBERTA WAGNER	22	
	I	SEE RE	I VERSE SIDE FOR TERMS AND CO	NDITIONS	1
SIGNATURE 7/1	h Pitam		TELEPHONE 74	10-638-4467 DATE	7/16/17
TITLE	40 / 04	EIN E'7	15-11.000		TO BE NOTED ABOVE
Vice Pr	esident	ラ ムー	1574960	ADDITESS CHANGES	TO DE NOTED ABOVE



>EZDOR

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 304-558-0067

*618144948 301-589-0900 OLEEN HEALTHCARE INFO MGT 8484 GEORGIA AVENUE #600

SILVER SPRING MD 20910

SH B

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

DATE PRINT	ΓED	TEF	RMS OF SAL	E	SHIP	VIA	FC).B.	FREIGHTTERMS
01/31/ BID OPENING DATE:		20 /00 /					005117110		
	100000000000000000000000000000000000000	02/28/		CAT			OPENING		:30PM
LINE	QUAN	VIIIY	UOP	NO	ITEM:NU	MBER	UNIT	PRICE	AMOUNT
	RFQ. N	0.:			BHS70096	6			
	DID OD	CNINC	DATE		02/20/20/	17			
	BID OP	ENTING	DATE		02/28/200) <i>(</i>			
	BID OP	ENING	TIME:	1:3	0 PM	•			
	DI EAGE	DDGUT	DE 4	- A > / 1		0405 77	70 11505	004514	•
					UMBER IN NG YOUR I		18 NECE	SSARY	
	I CON	IACII	OU KL	GARDI			00		
	_				<u> </u>	89-72	7_7		
	CONTAC	T PERS	ON (P		PRINT CL				
	_			Mark	Plitn	79'N			
	_			7					
	~ ~ ~ ~ ~ ~ ~	TUTO	T.C. T		D 05 D50	DU070	006 8888	VV TOTAL	#C45 002 04
	****	1412	15 1	HE EN	D OF KFQ	RHS/0	U96 ****	** IUIAL:	\$645,892.04
								,	
,									
						•			
		,	<u> </u>	SEE RE	VERSE SIDE FOR 1	TERMS AND CON	NDITIONS		
SIGNATURE Mark		Hum				TELEPHONE 7 L	10-638-4	-467 DATE	7/26/07
	esident	FE	IN	57-	1574960		ADD	RESS CHANGES	TO BE NOTED ABOVE

BHS70096 - BID/COST SHEET

QUANTITY	ITEM	COST
400	License – Cache 5.2 Enterprise multiserver, platform specific for 400	\$384,460.00
	concurrent users on x86 – 32 bit (Windows) or equal	
For 400 Users	One (1) year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$84,581.20
For 400 Users	*Second year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$87,118.64
For 400 Users	*Third year support and maintenance – Cache (or equal) Technical Assistance and Software Support	\$89,732.20

^{*}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			
Inde Pitma_ Signature	2/26/07 Date	Signature	Date
Vice Presides	1	Title	
Olean Healthcare Company Name	-Information Mgmt., Inc.	Agency-Division	Mile Individual States

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.
- 10. <u>SIMILAR SERVICES</u> 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. ATTORNEY FEES 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: Ofeen Heathrane Information Mant, Inc
Signed:	Signed: Mich Pathmin
Title:	Title: Vice President
Date:	Date:

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:	Oleen Healthia	re Information	Managament	I'nc.	
Authorized Signature: _	Thak	Philom	Date:	2/26/07	

No Debt Affidavit (Revised 10/13/06)