



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
 BHS80102

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

Data Innovations, Inc.
 120 Kimball Ave., Suite 100
 South Burlington, VT 05403

SHIP TO

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

DATE PRINTED 03/21/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/24/2008		BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-95		
INSTRUMENT MANAGER CORE SOFTWARE (LATEST VERSION)						
REQUEST FOR QUOTATION						
TO ESTABLISH CONNECTIVITY BETWEEN THE LAB INSTRUMENTS AND THE COMPUTERIZED PATIENT RECORDS SYSTEMS (CPRS) SOFTWARE LOCATED AT BATEMAN AND WELCH HOSPITALS. THE CPRS SOFTWARE IS INSTALLED ON A CENTRALIZED SERVER LOCATED AT THE DIAMOND BUILDING, 350 CAPITOL STREET, CHARLESTON, WEST VIRGINIA, 25301. THE HOSPITALS ARE CONNECTED TO THE SERVER USING A T1 FRAME-RELAY CIRCUIT.						
0002	1	EA		285-95		
PARALLEL PORT HARDKEY - #005101 OR EQUAL						
0003	1	EA		285-95		
INSTRUMENT MANAGER TURNKEY SYSTEM #IM-801 OR EQUAL						
0004	12	EA		285-95		
INSTRUMENT MANAGER CONNECTION #IM-EOI OR EQUAL						

RECEIVED
 2008 MAY 15 A 9:38
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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03/21/2008				
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	2	EA		285-95		
ADDS ONE CONNECTION LICENSE TO THE INSTRUMENT MANAGER SYSTEM BASE SOFTWARE. THIN CLIENT SOFTWARE #IM-TC-01 OR EQUAL INCLUDES THIN CLIENT INSTALLATION SOFTWARE AND ONE THIN CLINET LICENSE. ENABLES CUSTOMERS TO CONCURRENTLY ACCESS THE INSTRUMENT MANAGER SYSTEM FROM ANY REMOTE NETWORK LOCATION.						
0006	10	EA		285-95		
SERIAL CABLE #IM-C01 OR EQUAL UP TO 50FT. SERIAL CABLE TO CONNECT THE INSTRUMENT MANAGER OR INEXPRESS SYSTEM TO INSTRUMENTS.						
0007	5	EA		285-95		
ON-SITE INSTALLATION OF INSTRUMENT MANAGER SYSTEM CS-INST-21 OR EQUAL.						

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0008	1	EA		285-95		
				ONE YEAR NEW SUPPORT/WARRANTY: INSTRUMENT MANAGER CORE SOFTWARE (LATEST VERSION). IM-SILVER SUPPORT FOR ASSETS OR EQUAL.		
0009	1	EA		285-95		
				SECOND YEAR MAINTENANCE - OPTIONAL		
0010	1	EA		285-95		
				SECOND YEAR SUPPORT - INCLUDING SOFTWARE UPDATES OPTIONAL.		
0011	1	EA		285-95		
				THIRD YEAR MAINTENANCE - OPTIONAL		

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0012	1	EA		285-95		
THIRD YEAR SUPPORT INCLUDING SOFTWARE UPDATES OPTIONAL. TO BE SHIPPED TO: MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVENUE HUNTINGTON, WEST VIRGINIA 25709 AND WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WEST VIRGINIA 24801 AND CONNECTED TO: DIAMOND BUILDING 350 CAPITOL STREET CHARLESTON, WEST VIRGINIA 25301 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL 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						

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<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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				AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 4/9/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV 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		

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<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE</p>						

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<p>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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----BHS80102-----						
BID OPENING DATE:-----4/24/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

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***** THIS IS THE END OF RFQ BHS80102 ***** TOTAL:						

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Purpose:

The Goal is to establish connectivity between the lab instruments and the Computerized Patient Records Systems (CPRS) software located at Bateman and Welch Hospitals. The CPRS software is installed on a centralized server located at the Diamond building, 350 Capitol Street, Charleston, West Virginia. The Hospitals are connected to the server using a T1 frame-relay circuit.

Background Information

Mildred Mitchell-Bateman Hospital, a state DHHR supported psychiatric hospital, is located at 1530 Norway Avenue in Huntington, West Virginia, 25709. Mildred Mitchell Bateman is a ninety-bed psychiatric hospital. It is a training site for future health care professionals attending over twenty colleges and educational institutions in the tri-state area of southwestern West Virginia, southeastern Ohio and northeastern Kentucky. In 1988, Mildred Mitchell-Bateman Hospital was initially accredited by the Joint Commission on Accreditation of Healthcare Organizations, and certified by C.M.S (Medicare) in December 1990.

Welch Community Hospital is a state DHHR supported facility that provides health care services to the rural population of southern West Virginia. The hospital is located at 454 McDowell Street, Welch, West Virginia, 24801. It is a 124 bed hospital, 59 of which are long term care beds. The acute care beds include: 8 intensive care beds, 2 pediatric beds, 10 obstetrical beds, and 45 medical/surgical beds.

General Requirements:

The Department of Health and Human Resources is requesting monetary quotations, including but not limited to application software, installation, support, training, and warranty. This system will be used to establish connectivity and integrate the existing lab instrument equipment with the OpenVista/CPRS electronic health records software. The Commercial off the Shelf (COTS) software will use the output from the lab instruments at Bateman and Welch Hospitals and transfer that information into a format that is compatible with the OpenVista/CPRS program.

Both the laboratory and respiratory therapy departments at Welch Community Hospital require the lab instruments to be interfaced with the lab instrumentation server.

CPRS Server:

There are two (2) primary servers configured in a Microsoft Windows 2003 Server cluster located at 350 Capitol Street, Charleston, West Virginia. The servers have Quad Intel Xeon 3.0 GHz processors with shared storage between the two servers of: 400 GB for production and 300 GB for training. The hospitals are connected to this server cluster via a T1 frame relay circuit. Mildred Mitchell Bateman is equipped with one (1) LANTRONIX ETS16ps 16 PT ser 1pt 10bt and Welch is equipped with two (2) LANTRONIX ETS16ps 16 PT ser 1pt 10bt.

Mandatory Requirements:

- 1 The COTS system software or the interface will use the output from the lab instruments at Bateman and Welch Hospital and transfer it into a format that is compatible with the OpenVista/CPRS program.
- 2 The vendor will be responsible for customizing the output of the lab instruments so that it is compatible with the OpenVista/CPRS program.
- 3 The system software or the interface will be used to accommodate additional instruments in the future.
- 4 The vendor must provide on-site installation, training, support and warranty.
- 5 The vendor must provide documentation that describes the infrastructure and the designed solution, as well as the backup and security features available.
- 6 The vendor must comply with the Health Insurance Portability and Accountability Act (HIPAA) agreement with the State of West Virginia's HIPAA agreement.
- 7 The vendor must have two years previous experience setting up and maintaining their product. At least three references must be provided.
8. The successful vendor will be responsible for payment to all subcontractors.

BID SHEET

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The vendor's quotation must include bids for the following information (or products and services) as follows:

ITEM	PRODUCTS: Products must be as listed or equal.	QTY	UNIT	TOTAL
			PRICE	PRICE
1	Instrument Manager Core Software (Latest Version)	1		
2	005101- Parallel Port Hardkey	1		
3	IM-801- Instrument Manager Turnkey System	1		
4	IM-E01- Instrument Manager Connection Adds one connection license to the Instrument Manager system base software	12		
5	IM-TC-01- Thin Client Software Includes Thin Client installation software and one Thin Client license. Enables customers to concurrently access the Instrument Manager system form any remote network location.	2		
6	IM-C01- Serial Cable Up to 50ft. serial cable to connect the instrument manager or imEXPRESS system to instruments	10		
SERVICE				
7	CS-INST-21 On-Site Installation of the Instrument Manager system.	5		
8	1 Year New Support/Warranty: Instrument Manager Core Software (latest version). IM-SILVER support for assets	1		
OPTIONAL				
9	***Second Year Maintenance	1		
10	***Second Year Support – including software updates	1		
11	***Third Year Maintenance	1		
12	***Third Year Support – including software updates	1		
SUM OF ITEMS #1, 2,3,4,5,6,7,AND #8 WILL EQUAL THE GRAND TOTAL				

Delivery: FOB Destination as applicable

***** The award of this contract (BHS80102) will be based upon the initial cost of the software/installation and 1st year of maintenance. (2) one year renewals of this maintenance may be issued, upon mutual agreement between the agency and the vendor.

Vendor may bill monthly or quarterly. All payments will be in arrears.

Vendor Signature _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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: _____

Authorized Signature: _____ Date: _____

ATTACHMENT
P.O.# _____

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

Agreed

Signature Date

Signature Date

Title

Title

Company Name

Agency/Division

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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.
3. **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. **INTEREST** - 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. **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. **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. **ASSIGNMENT** - 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. **LIMITATION OF LIABILITY** - 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - 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. **INSURANCE** - 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. **RIGHT TO NOTICE** - 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. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - 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: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

Request for Quotation

RFQ NUMBER:
 BHS80102

PAGE:
 1.

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Data Innovations, Inc

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/22/2008				
BID OPENING DATE: 05/15/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. TO MOVE BID OPENING DATE FROM 4/24/2008 TO 5/15/2008. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: BHS80102 ADDENDUM ACKNOWLEDGEMENT: I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**request for
 Quotation**

RFQ NUMBER
 BHS80102

PAGE
 2

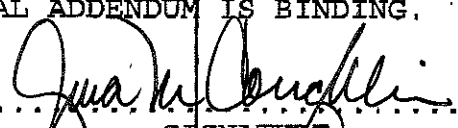
ADDRESS CORRESPONDENCE LOCAL INTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/22/2008				

BID OPENING DATE: 05/15/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE DATA INNOVATIONS COMPANY 5/14/08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
BHS80102

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

VENDOR

Data Innovations, Inc.
 120 Kimball Ave., Suite 100
 South Burlington, VT 05403

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2008				

BID OPENING DATE: **05/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: BHS80102 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
BHS80102

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2008				

BID OPENING DATE: **05/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>...<i>Data Innovations</i>... SIGNATURE</p> <p>...<i>Data Innovations</i>... COMPANY</p> <p>...<i>5/14/08</i>... DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
BHS80102

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2008				

BID OPENING DATE: **05/15/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		285-95		
INSTRUMENT MANAGER CORE SOFTWARE (LATEST VERSION)						
***** THIS IS THE END OF RFQ BHS80102 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEETVendor: RFQ

Buyer:	Page:	Requisition or P.O. No.:	4
RW		BHS80102	
Spending Unit:			
DHHR/BHFF			

Addendum #2 to respond to questions received from vendors

Q #1: Is this request for 2 quotes with the items requested for each hospital?

Response: Both hospitals are connected to the main CPRS server. We believe it should be one quote to address both hospitals' needs to avoid equipment duplication on the server side. The quantities listed are to encompass the combined need of both facilities; thus only one quote is actually needed. If the proposing vendor prefers to show each facility as a separate line item on their bid response, it is acceptable. We realize that each facility has some different lab equipment but the overall process of connecting the equipment, installing and configuring the software, and maintenance of the same for both facilities is the same.

Q #2: You have our part numbers listed on the request. Do you have an original quote that I can update?

Response: The only quote is the one the DHHR MIS obtained when determining the need and criteria to accomplish the project. Any 'quote' that was provided previously to DHHR and to any of it's entities is null and void and is not to be considered. The item numbers used in this solicitation are believed to be commercially acceptable part numbers.

Q #3: There is a request for cables but not for device servers. If we do not supply the device server (Lantronix 1 Port Device servers) we will not provide the cables. Do you want Device servers on the quote?

Response: No, we do not want device servers; both facilities have already purchased the Lantronix 16 ports device. DHHR will make the award based on the lowest responsive and responsible bidder who meets all of the needs of the request. We do not understand why cables would not be provided separately as no indication as to 'why' this would be a problem came to us with the question.

Sales Quote -- State of WV Bid

Quote To:

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

Data Innovations, Inc.
 120 Kimball Avenue, Suite 100
 South Burlington, VT 05403
Phone: 802-264-3470
Fax: 802-658-2782
 www.datainnovations.com

Ship To:

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

Quote No.: 8431-080514
Valid Through: 06/14/2008
Date Quoted: 05/14/2008
Quoted By: Gina Coughlin
Phone: 802-264-3418
Email: gmccoughlin@datainnovations.com

Item	Type	Quantity	Unit Price	Taxable	Discount	Sub Total
Instrument Manager Core Software v8.06	Product	1	0.00	No	----	\$0.00
005101 - Parallel Port Security Key	Product	1	0.00	No	----	\$0.00
IM-B01 - Instrument Manager Turnkey System The complete turnkey Instrument Manager system includes: *Desktop PC including integrated network adapter, modem and 17" monitor. *Instrument Manager base software. *pcAnywhere remote control software for direct support from Data Innovations.	Product	1	3,200.00	No	----	\$3,200.00
IM-E01 - Instrument Manager Connection Adds one connection license to the Instrument Manager system base software.	Product	12	1,500.00	No	----	\$18,000.00
IM-TC-01 - Thin Client Software Includes Thin Client installation software and one Thin Client license. Enables customers to concurrently access the Instrument Manager system from any remote network location.	Product	2	1,400.00	No	----	\$2,800.00
IM-C01 - Serial Cable Up to 50-foot serial cable to connect the Instrument Manager system to instruments.	Product	10	65.00	No	----	\$650.00
CS-INST-21 - On-Site Installation Provides on-site installation of the Instrument Manager system by a Data Innovations' authorized installer. A \$1,000 deposit is required to secure installation dates. This deposit is payable by purchase order, credit card or check and will be applied toward the total installation cost upon completion of the On-Site Installation. The deposit is non-refundable if the installation is cancelled or rescheduled at the customer's request. Travel days and travel expenses are included.	Service	5	2,000.00	No	----	\$10,000.00
New Support: Instrument Manager Core Software v8.06 Standard Tier (DINA): Customer paying <\$5,000 in Support and Maintenance over a 12 month period. Support Tier Period: 05/14/2008 to 05/13/2009	Support	1	0.00	No	----	\$0.00
New Support: IM-B01 - Instrument Manager Turnkey System IM-B02.CS (DINA): Support and Maintenance for Instrument Manager Base Software Support Tier Period: 05/14/2008 to 05/13/2009 Support Tier Cost: 94.50 (Yearly)	Support	1	94.50	No	----	\$94.50
New Support: IM-E01 - Instrument Manager Connection IM-E01.CS (DINA): Support and Maintenance for Instrument Manager Interface Connection Support Tier Period: 05/14/2008 to 05/13/2009 Support Tier Cost: 1500.00 x 18% = 270.00 (Yearly)	Support	12	270.00	No	----	\$3,240.00

New Support: IM-TC-01 - Thin Client Software IM-TC-01.CS (DINA): Support and Maintenance for Thin Client Software Support Tier Period: 05/14/2008 to 05/13/2009 Support Tier Cost: 1400.00 x 18% = 252.00 (Yearly)	Support	2	252.00	No	----	\$504.00
---	---------	---	--------	----	------	----------

State of WV bid for Mildred Mitchell Bateman and Welch Community Hospitals
Year 2 Support and Maintenance including Software Version Upgrades \$3838.50, assumes that no other additions are made to Software.
Year 3 Support and Maintenance including Software Version Upgrades \$3838.50, assumes that no other additions are made to Software.

Non Taxable Total:	\$38,488.50
Taxable Total:	\$0.00
Net Sales Total:	\$38,488.50
California Sales Tax:	\$0.00
Shipping:	\$0.00
Grand Total:	\$38,488.50

Purchase Order Number

Authorized Signature

Date

Print Name

Title

Terms and Conditions:

*About Your Quote:

Attached is the quote you requested. We have specified in the quotation all of the items in which you indicated interest. We also wanted to make you aware of our available support options. Please note that these descriptions are abbreviated and may not contain all of the features that are included with each option. For complete descriptions please visit our web site at www.datainnovations.com or contact our Sales Department at (802) 264-3470. The included pricing proposal is intended to provide a price guarantee to the customer for a period of 30 days. Acceptance of this pricing within the specified time frame, including acceptance of the attached terms and conditions, can be demonstrated by signing the quotation and returning with a purchase order. This signed quotation represents the entire agreement between the parties.

*Tax ID #:

Data Innovations Tax ID #: 03-0322561

*Payment Terms

All pricing is in US Currency, FOB Destination. Prices are subject to change without notice. Payment terms are Net 30 days. We accept VISA, MasterCard, American Express, and Discover.

*Shipping Terms

All orders include shipping within the 48 contiguous States and the District of Columbia. (Shipping to Alaska, Hawaii, the Commonwealth of Puerto Rico, Canada, Mexico and all overseas locations is not included. Please contact us for details). Normal shipping is via UPS or FedEx Ground. Customers may request overnight shipping for an additional cost.

*Data Innovations Support & Maintenance

Support Support requests may be initiated via phone, email, or Customer Web Portal (CWP) access to Data Innovations, Inc. CRM system. Non-emergency support is available Monday through Friday, excluding holidays published on www.datainnovations.com during the following hours for the listed time-zones: 9 a.m. – 8 p.m. EST/EDT Emergency support is available 24x7x365. An emergency support request may be logged only on a live Instrument Manager system where a portion has become non operative and is affecting a critical laboratory function. Support requests are processed in the order received within a customer's tier. A customer's tier is determined by their total amount paid for support and maintenance in the previous twelve months. Data Innovations may elect to credit purchases of other services towards a customer's total. A customer may increase their tier level by making up the difference between their credited spending and the desired tier threshold. Tiers (in U.S. dollars): Standard <\$5k Premium \$5k-<\$10k Elite \$10k-<\$20k Partner \$20k+ All emergency support requests are always processed before any non-emergency support requests and are prioritized by tier.

Maintenance Maintenance includes the following: • Availability of patches, updates, enhancements, and new

versions of the software covered. • Access to the Driver Download web page for updated and new drivers. • Access to the Language Locale web page for updated and new language locale. • Individual username and password access to Customer Web Portal (CWP). • Allows creation and tracking of support requests. • Includes a Knowledge Base. • Opportunity to join any of the email notification services. **Fee Structure** The fee for the above is 18%/year of the then current list price of the Data Innovations' software to be covered. All Data Innovations' software on a single system must be covered. The fee for the first year starts the earlier of: a) 30 days after system purchase or b) upon the first support call and must be purchased at the time of initial system purchase.

***Support Reinstatement Fee**

Please note: Data Innovations, Inc. has implemented a Reinstatement Fee policy in the event support has expired. If your support has lapsed, Data Innovations will charge you a \$500.00 Reinstatement Fee in addition to your annual support contract, regardless of requested support level.