



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

Solicitation

NUMBER
 HHR13035

PAGE
 1

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

VENDOR

IRISE
 FRANK KNOX
 ONE FRONT STREET, STE 1425
 SAN FRANCISCO, CA 94111

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 321 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-9195

DATE PRINTED

10/29/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	EA		099-00-01-001	\$9,000	\$27,000
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), MANAGEMENT INFORMATION SERVICES (MIS), FAMILIES AND CHILDREN TRACKING SYSTEM (FACTS) REQUEST A QUOTE FOR THE ONE TIME PURCHASE OF IRISE ENTERPRISE EDITION SOFTWARE OR EQUAL PER THE ATTACHED SPECIFICATIONS. BID OPENING: NOVEMBER 29, 2012 AT 1:30 PM REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.						
0002	1	EA		099-00-01-001	Included in client server component. \$0.	Included in client component. \$0.
CLIENT COMPONENT OF SOFTWARE LICENSE, IRISE ENTERPRISE EDITION SOFTWARE LICENSE, OR EQUAL. SERVER COMPONENT OF SOFTWARE LICENSE, IRISE ENTERPRISE EDITION SOFTWARE LICENSE, OR EQUAL.						

12/06/12 08:43:16 AM
 West Virginia Purchasing Division

12/01/2012 16

SIGNATURE *Frank Knox*

TELEPHONE 415-772-7755

DATE 12/3/2012

TITLE Regional Sales Director

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

P 002/017

(FAX) 415 772 9828

12/05/2012 16:50 IRISE_SF



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Solicitation

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2

ADDRESS: CORRESPONDENCE TO ATTENTION OF
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VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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 321 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-9195

DATE PRINTED

10/29/2012

OPENING DATE

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
003	1	JB		099-00-01-001	\$0	\$0
INSTALLATION AND CONFIGURATION SUPPORT						
004	1	JB		099-00-01-001	\$9,600	\$9,600
PROFESSIONAL SERVICES 5 BUSINESS DAYS, AT DHHR SITE						
SITE IN CHARLESTON, WEST VIRGINIA. ALL TRAVEL EXPENSES MUST BE INCLUDED IN THE VENDOR'S FEE.						
005	1	YR		920-45	\$5,400	\$5,400
MAINTENANCE/SUPPORT FOR ALL SOFTWARE COMPONENTS.						
PER THE ATTACHED SPECIFICATIONS.						

SIGNATURE <i>Grant K...</i>	TELEPHONE 415-772-7755	DATE 12/3/2012
TITLE Regional Sales Director	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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SHIP TO

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 MANAGEMENT INFORMATION SERVICE

 321 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-9195

DATE PRINTED
10/29/2012

BID OPENING DATE: 11/29/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HHR13035 ***** TOTAL						<u>\$42,000</u>

SIGNATURE <i>Frank Lutz</i>	TELEPHONE 415-772-7755	DATE 12/3/2012
TITLE <i>Regional Sales Director</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'.
 P 0041017 (FAX) 415 772 9828 12/05/2012 16:51 RISE SF



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

WV PURCHASING ACQ SECT Fax 304-558-4115

Nov 29 2012 10:44am P001/004

4

HHR13035

1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 321 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-9195

DATE PRINTED

11/27/2012

BID OPENING DATE:

11/29/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
1. TO MOVE THE BID OPENING DATE FROM NOVEMBER 29, 2012 @ 1:30 PM TO DECEMBER 6, 2012 @ 1:30 PM.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 01						

SIGNATURE

Grant Kay

TELEPHONE

415-772-7755

DATE

12/3/2012

TITLE

Regional Sales Director

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

4

SOLICITATION NUMBER: HHR13035**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To move the bid opening date from November 29, 2012 to December 6, 2012 @ 1:30 PM.
2. To provide Addendum Acknowledgement Form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ATTACHMENT A

Revised 6/8/2012

REQUEST FOR QUOTATION
HHR13035 iRise Enterprise Edition Software or equal

0025

Exhibit A

Bid Cost Sheet

Item #	Reference	Description	# of Unit	Cost per Unit (\$)	Sub Total (\$)
1.	3.1.1	Client component license of Software	3	19,000	127,000
2.	3.1.1	Server component license of software	1	Included	Included
3.	3.1.2	Installation and configuration support	1	Ø	Ø
4.	3.1.3	Professional Services at the DHHR site in Charleston, WV (All travel expenses must be included in the vendor's fee for this item)	1 unit (5 business Days) for 1 vendor appointed professional in procured components for product training and mentoring	19,600	19,600
5.	3.1.4	1 Year Maintenance and Support for procured software components	1	15,400	15,400
Grand Total:					142,000

Vendor Name: iRise

Vendor Address: ONE FRONT STREET
SUITE 1425, SAN FRANCISCO, CA. 94111

Remit to Address: _____

Phone #: 415-772-7755

Fax #: 415-772-9828

E-mail: FRANK@IRISE.COM

Signature: Frank Knox
Date 12/3/2012

Award will be made to lowest bidder meeting specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13035

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

IRISE
Company

Frank Kuhl
Authorized Signature

12/3/2012
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

HHR13035 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 321 CAPITOL STREET, SUITE 200
 CHARLESTON, WV
 25301 304-558-9195

DATE PRINTED
 11/29/2012

BID OPENING DATE: 12/06/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02		
				1. TO CORRECT COST SHEET TO ALLOW FOR YEARS 2 AND 3 MAINTENANCE/SUPPORT WHICH WOULD COINCIDE WITH THE OPTIONAL TWO (2) ONE (1) YEAR RENEWALS. COST SHEET (EXHIBIT A) IS ATTACHED.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OR YOUR BID.		
				END OF ADDENDUM NO. 02		

SIGNATURE *Frank Kutz* TELEPHONE 415-772-7755 DATE 12/3/2012
 TITLE Regional Sales Director FERN ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: HHR13035
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To correct Cost Sheet (Exhibit A) to allow for Years 2 and 3 maintenance/support which would coincide with the optional two (2) One (1) year renewals.
2. To provide Addendum Acknowledgement form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

10

HHR13035 iRise Enterprise Edition Software or equal

12
4

Exhibit A

Bid Cost Sheet

Item	Description	Quantity	Unit Price	Total Price
3.1.1	Client component license of Software	3	\$9,000	\$27,000
3.1.1	Server component license of software	1	Included	Included
3.1.2	Installation and configuration support	1	Ø	Ø
3.1.3	Professional Services at the DHHR site in Charleston, WV (All travel expenses must be included in the vendor's fee for this item)	1 unit (5 business Days) for 1 vendor appointed professional in procured components for product training and mentoring	\$19,600	\$19,600
3.1.4	1 Year Maintenance and Support for procured software components	1	\$5,400	\$5,400
3.1.4	Year 2 Maintenance and Support for procured software components.	1	\$5,400	\$5,400
3.1.4	Year 3 Maintenance and Support for procured software components	1	\$5,400	\$5,400
			Total	\$52,800

Vendor Name: iRise

Vendor Address: ONE Front Street

Suite 1425, San Francisco CA. 94111

Remit to Address: _____

Phone #: 415-772-7755

Fax #: 415-772-9828

E-mail: FKNOX@IRISE.COM

Printed Name of Signatory: FRANK KNOX

Signature: Frank Knox

Date 12/3/2012

Award will be made to lowest total bid meeting specifications.

12

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13035

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

IRISE
Company

Frank Kutz
Authorized Signature

12/3/2012
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

AGREEMENT ADDENDUM

0027

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 provision 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** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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

Spending Unit: _____
 Signed: _____
 Title: _____
 Date: _____

VENDOR

Company Name: ixise
 Signed: Steve Buckleby
 Title: EVV K C10
 Date: 12/4/12

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.*
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
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11. **FEES OR COSTS** - 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.
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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. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
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.
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ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: IRIS

Signed: Steve Bricker

Title: ENR & EIO

Date: 12-4-12

0030

RFQ No. HHR13035

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: IRISE
Authorized Signature: [Signature] Date: 12/4/12

State of California

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 4 day of December, 2012.

My Commission expires Feb 26, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC: [Signature]

Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: HHR13035

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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|--|--|
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| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
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| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

IRISE
Company

Frank Cox
Authorized Signature

12/3/2012
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.