



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

Purchase Order

PURCHASE ORDER NO.
 ITECH10A

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

*103135501 732-537-9191
 22ND CENTURY TECHNOLOGIES INC
 2 EXECUTIVE DRIVE STE 230
 SOMERSET NJ 08873

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/26/2010		NET 30		223502121			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO PROVIDE TEMPORARY STAFFING WITH COMPUTER TECHNICAL EXPERTISE AND TO PROVIDE TECHNOLOGY SERVICES FOR PROJECTS TO ALL WEST VIRGINIA AGENCIES AND POLITICAL SUBDIVISIONS, AS LISTED IN THE ATTACHMENT. **** THE FOLLOWING IS INCORPORATED HEREIN BE REFERENCE AND MADE A PART HEREOF:**** REQUEST FOR QUOTATION DATED 11/18/2009 ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 1/19/2010 RELEASE ORDER FOR ALL WORK THROUGH THIS CONTRACT SHALL BE SECURED VIA A SECONDARY BIDDING PROCESS. THE REQUESTING AGENCY SHALL DESCRIBE WHO, WHAT, WHEN AND WHERE, ANTICIPATING START AND END DATES, DELIVERABLES, AND TIMELINES. THIS BIDDING PROCESS SHALL BE CONDUCTED THROUGH THE OFFICE OF TECHNOLOGY. THE EXACT PROCESS SHALL BE POSTED ON THE WEBSITE WITH THE CONTRACTS AWARDED FOR ITECH10.							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 MAR 12 2010
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *3/5/10*

OPEN END
 TOTAL

Shirley A. Taylor
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

APPROVED FOR
 ONE FISCAL YEAR

JO ANN ADKINS 304-558-8802

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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VENDOR

*103135501 732-537-9191
 22ND CENTURY TECHNOLOGIES INC
 2 EXECUTIVE DRIVE STE 230
 SOMERSET NJ 08873

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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001	02/28/2011	EA	946-30		.00000		
	TECHNICAL SUPPORT						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MARCH 1, 2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTILL 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 "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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 THREE (3) ONE						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
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	(1) YEAR PERIODS.						
<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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A REQUEST TO OFFICE OF TECHNOLOGY(OOT) TO REQUEST EITHER TEMPORARY STAFFING SERVICES OR AN IT PROJECT. IF OOT APPROVES THE</p>							
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>							
						TOTAL	

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	<p>REQUEST, IT SHALL BE BID TO THE VENDORS AWARDED A CONTRACT TO DETERMINE WHICH OF THE CONTRACT HOLDERS ARE AWARDED THE WORK ON THAT REQUEST.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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 AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

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BY _____
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ITECH10

22ND CENTURY TECHNOLOGIES

Awarded the following categories:

SUPPLEMENTAL STAFFING

Web Programming
PC Programming
Mainframe Programming
Computer Systems Analysis
Computer Sys/Network Security
Database Management
Desktop Support
Electronic Document Management
GIS Services
Help Desk Support
IT Support Staff-Operations
LAN/WAN Support
Graphics and Presentation
Middleware integration
Project Management Services
Telecommunications Services
Business Analyst
ERP Implementation Services

PROJECT-BASE SERVICES

NONE

ITECH10

Purpose:

To provide a broad range of information technology services to the State by means of a multi-vendor, multi-year contract.

Specification

Supplemental Staffing is intended to provide temporary replacements for in-house state employees, to augment current work overages, or to obtain specific technical expertise that the agency requires.

Project-based Technology Services are to be used for IT services projects. A project is defined as having a pre-determined set of deliverables and expectations along with a set time period. For this proposal projects will be limited to no longer than 24 months. Projects of longer length will be bid under their own proposal through the State Purchasing division process.

The State makes no commitment to acquire any services under this contract. The need for technical services is however, genuinely anticipated.

Background check should consist of an Automated Fingerprint Identification System (AFIS) fingerprint search administered by the Criminal Records Section (CRS) of the West Virginia State Police and should include a records search by the Criminal Justice Information Services (CJIS) division of the Federal Bureau of Investigation. The information received will be a complete record of the criminal justice information processed by the CRS and the Criminal Identification Bureau (CIB) of the FBI, and would also reveal criminal abuse registry status.

The Vendor will be responsible for reimbursing the employee for travel expenses incurred at the direction of the State agency. The Vendor will bill the State agency for these expenses providing the supporting details in accordance with the State's travel guidelines found at the following web address:
<http://www.state.wv.us/admin/purchase/Travel/TMRegs.htm>.

The Vendor must have the employee sign the agency's Confidentiality Statement prior to beginning work. A copy of the agency's Confidentiality statement will be provided with the bid document.

Hardware/Software Sales – Vendor shall not offer for sale any hardware or software under this contract.

Work Products and Reports – Ownership of all data systems, programs, materials and documentations originating with the State shall remain the property of the State. Ownership of all data systems, programs, materials, and documentation originating with the Vendor shall remain the property of the Vendor. Ownership of all data systems, programs, materials, documentation, and reports originated and prepared for the State pursuant to the work performed under this contract shall belong exclusively to the State unless the agency agrees to release ownership prior to beginning the project.

The Vendor will retain ownership of all tools, method, techniques, standards, and other development procedures, as well as generic and pre-existing shells, subroutines, and similar material incorporated in any custom Deliverable.

The Vendor grants the State a non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all pre-existing materials that are incorporated in any custom-developed Deliverable.

Training – Vendor shall ensure that its employees are fully trained to properly perform their duties.

Special Skills - The State reserves the right to contract for technical specialty services from other sources, if the skills required exceed those specified in this RFQ, or if the project definition incorporates specific skill requirements and time constraints that cannot be met by the vendors under this contract. It is anticipated that this option will be utilized only under extraordinary circumstances.

Collusion – Any acts of collusion between two or more pre-qualified vendors when responding to an agency Scope Statement shall result in their immediate dismissal from this contract.

Workspace – The State may provide workspace and facilities for vendor personnel. Vendor's personnel must conform to the work procedures, safety and security policies applicable to these State facilities. An agency may request, as part of the Scope Statement, that the vendor provide workspace and facilities for its employees, agents and contractors.

Equipment – The State will provide data processing equipment and computer resources to meet the project requirements for work performed on-site. Any equipment provided by the vendor and is to be connected to the State's network must be pre-approved by the WVOT.

Knowledge Transfer – For some work efforts, the State will build teams composed of both vendor staff and agency staff so that, over the life of a project, the vendor's resources are augmented with internal State resources, working side-by-side, to bring together the knowledge of the application and the State's environment. By using existing and/or new State personnel throughout the development and implementation process, the State can begin the knowledge transfer process early in the project and develop the skills needed to sustain subsequent phases of the project after the vendor's supplemental staff has completed their task. Vendors shall ensure that this knowledge transfer process is available when requested by an agency. Proprietary or non-public information shared by the Vendor with the State during the knowledge transfer process shall be subject to confidentiality provisions to be agreed to between the Vendor and the Agency that are appropriate for the information being shared.

Copyright of Data – The Contractor may not publish or copyright any data related to or gained through the work described herein without prior written approval. The State shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder. All "Data" becomes the property of the State of West Virginia unless the agency agrees to release ownership prior to beginning the project.

Statewide Policies - Contractors are required to be knowledgeable of, and to comply with, all Statewide policies that pertain to employees in the State workplace. For example, Policy WVOT - PO1001, which clearly illustrates Acceptable and Unacceptable uses of State Technology resources.

All equipment (computers, etc.) used in the course of any work performed for the State, even equipment not owned by the State, is subject to audit at any time without notice up to and including the acquisition of a full forensics image. Unless warranted, we will provide reasonable prior written notice prior to the audit. The State will use good faith efforts to conduct the audit in such a manner as to minimize any disruption of the Vendor's business.

Any equipment not owned by the State, but proposed for use in the State computing environment by a contractor, must be registered with the Office of Technology, and comply with State standards for all applicable technical controls, such as anti-virus, firewall, security updates, etc. This equipment must be submitted to the Office of Technology, for a compliance inspection and

certification prior to attachment. The State reserves the right to refuse to allow non-compliant equipment to attach to State systems, and/or to require modifications to meet a certification level of compliance.

The State reserves the right to retain, as long as reasonably necessary, any non-owned equipment that has been attached to the state computing environment, for the purpose of scanning and removing any state data, software, or other content deemed to belong to the state, and or identified as proprietary, private, or otherwise legally protected.

Any access or user accounts issued to a contractor to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity.

Contractors who engage in work for the State under this contract must sign a statement acknowledging an understanding of policy, and pledging to comply with policy and all provisions of this contract pertaining to the use of any equipment in the State computing environment.

Ordering Requirements and Procedures:

The agency will prepare a Statement of Work (SOW) describing the work that needs to be completed, the requirements, and the due dates.

Supplemental Staffing (up to 1,000 hours in any 12-month period).

Approved vendors will compete for individual staffing needs based on criteria developed by the agency and submitted to the Office of Technology. The agency will complete a Statement of Work (SOW) explaining the basic training and skill sets required. The SOW will be advertised on the Office of Technology Bulletin Board for 5 business days. Vendors that are pre-qualified to bid on the classifications requested will respond with a resume and an hourly rate. All vendor responses will be reviewed to determine if the bid meets the mandatory requirements of the SOW. The agency will then schedule a telephone interview with each of the viable people, with the understanding that the agency may request an in-person interview. The agency will then evaluate the responses based on the criteria annotated in the SOW.

Technical Services (Project-based work for a specific IT project with a clearly defined scope, deliverables and milestones with a duration under 24 months and not to exceed \$2M.

Technical Services is not intended for operational support or routine maintenance. Project work will be driven by predefined deliverables and not guided by tasks assigned by State employees. Projects must adhere to the State Project Management methodology and have an assigned Project Manager.

This WVOT Project Manager will work with the Agency Project Manager and the Vendor to oversee project progress.)

Approved vendors will compete for staffing needs for projects based on criteria developed by the agency and submitted to the Office of Technology.

The agency will complete a Statement of Work (SOW) providing the clearly defined scope of the project, clearly defined deliverables, anticipated milestones, mandatory requirements, and defined specifications, due dates and how the vendor proposals will be evaluated. The SOW will be advertised on the Office of Technology Bulletin Board for 10 business days. Vendors that are pre-qualified to bid on the classifications requested will respond with a proposal response, appropriate resume(s) and a firm fixed price. All vendor responses will be reviewed to determine if the bid meets the mandatory requirements of the SOW. The agency will then schedule a telephone interview with each vendor and potential contractors that will work on the project, with the understanding that the agency may request an in-person interview. The agency will then evaluate the responses based on the criteria annotated in the SOW.

Please note that individual Scope Statements posted on the website are open to eligible pre-qualified vendors only.

General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

Vendor Relationship: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be and is the sole employer of its employees and contractors, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of these employees.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not

limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims arising out of or in connection with the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns that arise by virtue of Vendor's employment of its employees or that otherwise result from Vendor's status as an employer.

Vendor shall warrant that all documentation provided under this contract shall be of sufficient quality and detail to pass without objection in the trace, and to enable outside parties and agency staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

Indemnification: The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) The negligence or willful/intentional misconduct of Vendor, its officers and employees; and (4) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including, but not limited to, labor and wage laws.

Contract Provisions: After the successful Vendor(s) are selected, a formal contract document will be executed between the State and the Vendor(s). In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable (Federal, State or Local Government) regulations.

Compliance with Laws and Regulations: The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other

taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures: The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Term of Contract & Renewals: This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of three (3) one year renewals or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

After the initial pre-qualified vendor list has been created, the State may reopen the enrollment process at contract renewal, under the terms of this RFQ to qualify additional bidders for the pre-qualified vendor list. It is expected that the current pre-qualified vendor list will be appended to as a result of this proposal.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Invoices, Progress Payments, & Retainage: The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.



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

Purchase Order

PURCHASE ORDER NO.
 ITECH10A

PAGE

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*103135501 732-537-9191
 22ND CENTURY TECHNOLOGIES INC
 2 EXECUTIVE DRIVE STE 230
 SOMERSET NJ 08873

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/26/2010		NET 30		223502121			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			ITECH10A	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	946-30		TECHNICAL SUPPORT		_____	_____	
			SIGNATURE _____		DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE