



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
EHP80392

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

AdvizeX Technologies
6480 Rockside Woods Blvd S
Suite #190
Independence, OH 44131

HEALTH AND HUMAN RESOURCES
BPH - IMMUNIZATION PROGRAM
VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		939-21		2049.00
WVCHEKOV - SAID #1031 2763 3461 SERVER MODEL #RX2600						
HARDWARE AND SOFTWARE SUPPORT AND UPDATE SERVICES PER THE ATTACHED LISTING.						
UNIT SERIAL #US42078585						
PAYMENTS TO BE MADE AS FOLLOWS: 12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER						
ASMPR005US42078585 First Month at: \$454.00 11-Months at: \$145.00 Note: See attached Monthly Invoice Schedule						
0002	12	MN		939-21		3188.00
WVMCCOY - SAID #1033 4307 7932 SERVER MODEL #RX2600						
PER ATTACHED LISTING.						
UNIT SERIAL #US42178715						
PAYMENTS TO BE MADE AS FOLLOWS: 12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER						
ASMPR005US42178715 First Month at: \$834.00 11-Months at: \$214.00 Note: See attached Monthly Invoice Schedule						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Bob Harwood</i>	216-901-1818	3/19/08
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
Client Business Manager	37-1504931	

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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AdvizeX Technologies
6480 Rockside Woods Blvd S
Suite #190
Independence, OH 44131

HEALTH AND HUMAN RESOURCES
BPH - IMMUNIZATION PROGRAM
VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/20/2008				
BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	12	MN		939-21		2049.00
	WVSCOTTY - SAID #1031			2762 7957 SERVER	MODEL #RX2600	
	PER ATTACHED LISTING.					
	UNIT SERIAL #US42078584					
	PAYMENTS TO BE MADE AS FOLLOWS:					
	12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER					
	ASMPR005US42078584 First Month at: \$454.00 11-Months at: \$145.00 Note: See attached Monthly Invoice Schedule					
0004	12	MN		939-21		2067.00
	WVSULU - SAID #1031			2751 2190 SERVER	MODEL #RX2600	
	PER ATTACHED LISTING:					
	UNIT SERIAL #US42078583					
	PAYMENT TO BE MADE AS FOLLOWS:					
	12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER					
	ASMPR005US42078583 First Month at: \$461.00 11-Months at: \$146.00 Note: See attached Monthly Invoice Schedule					
0005	12	MN		939-21		9793.00
	WVKIRK - SAID #1031			2753 9006 SERVER	MODEL #RX5670	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	246 901-1218	3/19/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Client Business Manager	37-1504931		

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02/20/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	PER ATTACHED LISTING.					
	UNIT SERIAL #USE44209LT					
	PAYMENT TO BE MADE AS FOLLOWS:					
	12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER					
	ASMPR005USE44209LT First Month at: \$1,873.00 11-Months at: \$720.00 Note: See attached Monthly Invoice Schedule					
0006	12	MN	939-21			9701.00
	WVSPOCK - SAID #1031 2752 0700 SERVER MODEL #RX5670					
	PER ATTACHED LISTING.					
	UNIT SERIAL #USE44209LV					
	PAYMENTS TO BE MADE AT FOLLOWS:					
	12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER					
	ASMPR005USE44209LV First Month at: \$1,847.00 11-Months at: \$714.00 Note: See attached Monthly Invoice Schedule					
0007	12	MN	939-21			3244.00
	WVUHURA - SAID #1033 4307 7722 SERVER MODEL #VA7110					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Bob Hendrix</i>	216 901-1818	3/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Client Business Manager	37-1504931	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PER THE ATTACHED LISTING.						
UNIT SERIAL #USE2040M11						
PAYMENTS TO BE MADE AS FOLLOWS:						
12 PAYMENTS AT \$...../MONTH OR \$...../QUARTER						
ASMPR005USE2040M11 First Month at: \$538.00 11-Months at: \$246.00 Note: See attached Monthly Invoice Schedule						
TO BE SHIPPED TO:						
WVDHHR/BPH/MIS						
350 CAPITOL STREET, ROOM 313						
CHARLESTON, WV 25301						
ATT: MICHAEL EBERT						
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 "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						

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SIGNATURE	TELEPHONE	DATE
<i>Bob Brown</i>	216 901-1818	3/19/08
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Client Business Manager</i>	37-1504931	

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ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
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.)						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	216-901	3/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Chief Business Manager	37-1504931	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 04/11/2001						
INQUIRIES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MARCH 5, 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 TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Ed. Hernandez</i>	TELEPHONE 216 901-1818	DATE 3/19/08
TITLE <i>Chief Business Manager</i>	FBN 37-1504931	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Bob Horn</i>	216 901-1818	3/19/08
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Client Business Manager</i>	37-1504931	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
() 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;						
OR						
() 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.						
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.						

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SIGNATURE	TELEPHONE	DATE
<i>Ed Horn</i>	216 901-1818	3/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Client Business Manager</i>	37-1504931	

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</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>						

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SIGNATURE	TELEPHONE	DATE
<i>John Howard</i>	216 901-1818	3/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Client Services Mgr</i>	37-1504931	

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02/20/2008						
BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----EHP80392-----</p> <p>BID OPENING DATE:-----3/25/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----(216) 901-1447-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): BOB HORNICK</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE <i>Bob Hornick</i>		TELEPHONE <i>216 901-1818</i>		DATE <i>3/19/08</i>		
TITLE <i>Client Business Mgr</i>		FAX <i>37-1504931</i>		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
EHP80392

PAGE
11

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

RFQ COPY
TYPE NAME/ADDRESS HERE

AdvizeX Technologies
6480 Rockside Woods Blvd S
Suite #190
Independence, OH 44131

HEALTH AND HUMAN RESOURCES
BPH - IMMUNIZATION PROGRAM
VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EHP80392 ***** TOTAL: 32,091.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	216 901-1818	3/19/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Client Business Mgr.	37-1504931		

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

Scope of Work

The successful bidder must:

- Provide confirmation indicating that they are an authorized Service Provider of HP 9000 systems, K 4x0, K 5x0, n-class and HP High-end Storage Devices or authorized to provide HP part number HA110AC, or equal, and must be compatible with existing equipment.
- Provide access to the latest documentation, software releases, patches and firmware updates. This should include pre-release and problem specific information.
- Provide levels 1, 2, and 3 diagnostics as authorized by Hewlett-Packard.
- Provide a service equal to Hewlett-Packard's ISEE which is proactive monitoring, remote hardware event management and remote network access to troubleshoot supported servers, storage and peripherals.
- Provide access equal to Hewlett-Packard Laboratories.
- Provide access to back-line and engineering support.
- Provide access to Hewlett-Packard's Laboratory which developed the product.
- Provide locally stocked Hewlett-Packard approved parts (OEM) to limit down time of critical systems.
- Proposal/offer must include all travel expense in the cost of support; travel will not be reimbursed as a separate line item.
- Billing/payment will be in arrears; no prepayment is allowable.
- Term of service/contract will be for one year and may be renewed, upon mutual agreement, for up to two, one-year terms.

HP Support Plus 24 Service – HP Part number HA110AC, or equal, to include:

- Hardware problem diagnosis
- On-site Support
- Hewlett-Packard Authorized parts and materials
- 4-hour on-site response
- 24-hours standard office days
- 24-hours, day 6
- 24-hours, day 7
- Holidays covered

HP Software Technical Unlimited Support

- SW Technical Support
- SW Electronic Support
- 24-hours standard office days
- 24 hours, day 6
- 24 hours, day 7
- Holidays covered
- 2-hour Remote Response

HP Software Updates Service

- Includes License to download (electronically) Software updates and patches
- Includes Software (SW) updates on CD
- Includes Software (SW) documentation on CD

SERVER MODEL: rx2600

13

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVCHEKOV	1031 2763 3461	US42078585

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
AB324A	HP rx2600 1.4GHz CPU Server Solution	US42078585	1
A9909A	HP srvr rx2600 2GB DDR memory quad	4031108544	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19RDT	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19RDY	1
A9919A	HP server DVD-ROM drive, Slimline	1635512	1
A6940B	HP srvr rx2600 tower bezel upgrade		1
A6874A	Power supply for HP srrers and wkstns	410041280	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

Yearly cost for this server: 2049.00

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

SERVER MODEL: rx2600

14

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVMCCOY	1033 4307 7952	US42178715

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
AB324A	HP rx2600 1.4GHz CPU server Solution	US42178715	1
AB326A	Itanium2 1.4GHz CPU 1.5MB for rx2600		1
A9909A	HP srvr rx2600 2GB DDR memory quad	4030504000	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW18Z3X	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19Q51	1
A9919A	HP server DVD-ROM drive, Slimline	1634512	1
A6940B	HP srvr rx2600 tower bezel upgrade		1
A6874A	Power supply for HP srvrs and wkstns	315019183	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	2
B2491BA	MirrorDisk/UX License for Servers	2
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	2
B3929DA#2AH	Per processor core license	2

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	2
B2491BA	MirrorDisk/UX License for Servers	2
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	2
B3929DA#2AH	Per processor core license	2

Yearly cost for this server: 3188.00

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

SERVER MODEL: rx2600

15

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVSCOTTY	1031 2762 7957	US42078584

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
AB324A	HP rx2600 1.4GHz CPU server Solution	US42078584	1
A9909A	HP srvt rx2600 2GB DDR memory quad	4031107266	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19FAM	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19GYY	1
A9919A	HP server DVD-ROM drive, Slimline	1635503	1
A6940B	HP srvt rx2600 tower bezel upgrade		1
A6874A	Power supply for HP srvrs and wkstns	410041229	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

Yearly cost for this server: 2049.00

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

SERVER MODEL: rx2600

16

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVSULU	1031 2751 2190	US42078583

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
AB324A	HP rx2600 1.4GHz CPU server Solution	US42078583	1
A9909A	HP srvt rx2600 2GB DDR memory quad	4031105705	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW191M8	1
A9897A	73GB 15K HotPlug Ultra320 LP disk drive	SG3HW19CE1	1
A9919A	HP server DVD-ROM drive, Slimline	1635501	1
A6940B	HP srvt rx2600 tower bezel upgrade		1
A6874A	Power supply for HP srvt and wkstns	403037519	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9430AC	HP-UX Integrity FOE w/Sys 2 Proc PCL LTU	1
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	1
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	1

Yearly cost for this server: 2067.00

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

SERVER MODEL: rx5670

17

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVKIRK	1031 2753 9006	USE44209LT

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
A6837B	HP rx5670 Itanium2 1.3GHz CPU Solution	USE44209LT	1
A9809A	Itanium 2 1.3GHz CPU for HP rx5670	6103892960	1
A6833A	1GB DDR memory quad for HP rx5670	3120314896	1
A6747A	Mem. carrier board for HP rx5670	6A00168537	1
A9760A	73GB 15K HotPlug Ultra320 disk, rx5670	SG3HW12TYF	1
A9760A	73GB 15K HotPlug Ultra320 disk, rx5670	SG3HW16Q8K	1
A5557B	DVD ROM drv for HP Svr rp54X0, rx5670	JPP1149604	1
A9895A	Standalone graphite stand for HP rx5670		1
A7093A	HotSwap power supply for HP rx5670	40LD00509	1
A6869A	Graphics USB card for HP servers	52SSMS75X8	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9429AC	HP-UX Itanium Fndn OE PPL LTU w/ system	2
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	2
T1905BA	HP-UX 11i v2 Serviceguard PCL LTU	1
T1905BA#2AH	Per processor core license	2
T1907BA	HP-UX 11i v2 Serviceguard RAC PCL LTU	1
T1907BA#2AH	Per processor core license	2

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9429AC	HP-UX Itanium Fndn OE PPL LTU w/ system	2
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	2
T1905BA	HP-UX 11i v2 Serviceguard PCL LTU	1
T1905BA#2AH	Per processor core license	2
T1905BA#ABA	U.S. - English localization	1
T1907BA	HP-UX 11i v2 Serviceguard RAC PCL LTU	1
T1907BA#2AH	Per processor core license	2
T1907BA#ABA	U.S. - English localization	1
T1906BA	Serviceguard manual for HP-UX 11i v2	1
T1906BA#ABA	U.S. - English localization	1

Yearly cost for this server:

9793.00

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

SERVER MODEL: rx5670

18

SYS HANDLE NAME	SAID	Unit Serial #
WVSPOCK	1031 2752 0700	USE44209LV

HARDWARE

Product ID#	Description	Serial Number	Qty
A6837B	HP rx5670 Itanium2 1.3GHz CPU Solution	USE44209LV	1
A9809A	Itanium 2 1.3GHz CPU for HP rx5670	6103892185	1
A6833A	1GB DDR memory quad for HP rx5670	3112914769	1
A6747A	Mem. carrier board for HP rx5670	6A00134118	1
A9760A	73GB 15K HotPlug Ultra320 disk, rx5670	PHXT009394	1
A9760A	73GB 15K HotPlug Ultra320 disk, rx5670	SG3HW16LCZ	1
A5557B	DVD ROM drv for HP Svr rp54X0, rx5670	JPP1149601	1
A9895A	Standalone graphite stand for HP rx5670		1
A7093A	HotSwap power supply for HP rx5670	40LD00471	1
A6869A	Graphics USB card for HP servers	52SSMS75X2	1

SOFTWARE

Product ID#	Description	Qty
B9429AC	HP-UX Itanium Fndn OE PPL LTU w/ system	2
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	2
T1905BA	HP-UX 11i v2 Serviceguard PCL LTU	1
T1905BA#2AH	Per processor core license	2
T1907BA	HP-UX 11i v2 Serviceguard RAC PCL LTU	1
T1907BA#2AH	Per processor core license	2

UPDATE SERVICE

Product ID#	Description	Qty
B9106AA	HP-UX Fndn OE Media Itanium Servers	1
B9106AA#ABA	HP-UX 11i OE Media Itanium Ser U.S. - En	1
B9429AC	HP-UX Itanium Fndn OE PPL LTU w/ system	2
B2491BA	MirrorDisk/UX License for Servers	1
B2491BA#2AH	Per processor core license	2
B3929DA	OnLineJFS 3.5 License for HP 9000 Svrs	1
B3929DA#2AH	Per processor core license	2
T1905BA	HP-UX 11i v2 Serviceguard PCL LTU	1
T1905BA#2AH	Per processor core license	2
T1905BA#ABA	U.S. - English localization	1
T1907BA	HP-UX 11i v2 Serviceguard RAC PCL LTU	1
T1907BA#2AH	Per processor core license	2
T1907BA#ABA	U.S. - English localization	1
T1906BA	Serviceguard manual for HP-UX 11i v2	1
T1906BA#ABA	U.S. - English localization	1

Yearly cost for this server: 9701.00

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

STORAGE MODEL: va7110

19

<u>SYS HANDLE NAME</u>	<u>SAID</u>	<u>Unit Serial #</u>
WVUHURA	1033 4307 7722	USE2040M11

HARDWARE

<u>Product ID#</u>	<u>Description</u>	<u>Serial Number</u>	<u>Qty</u>
A7294A	VA 7110 Dual Cntl, 1024MB Cache	USE2040M11	1
A7288A	Ent Class 73GB 15K RPM FC HDD	SG3HW06M1D	1
A7288A	Ent Class 73GB 15K RPM FC HDD	SG3HW08F56	1
A7288A	Ent Class 73GB 15K RPM FC HDD	SG3HW094WC	1
A7288A	Ent Class 73GB 15K RPM FC HDD	SG3HW094YH	1

SOFTWARE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
T1086A	SW Command View SDM LTU	1

UPDATE SERVICE

<u>Product ID#</u>	<u>Description</u>	<u>Qty</u>
T1086A	SW Command View SDM LTU	1

STORAGE DEVICE WORKS WITH SERVERS

Yearly cost for this unit: \$ 3244.00Annual Grand Total for all units on EHP80392: \$ 32,091.00

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

The award of this contract will be based upon the grand total cost for a one year period of the vendor meeting the specifications.

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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: Bob HORNICK - AdvizeX Technologies

Authorized Signature: [Signature] Date: 3/19/08

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_____
Title_____
Company Name_____
Signature Date_____
Title_____
Agency/Division

WV-96
Rev. 10/07

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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Advizex Technologies

Signed: BH Korman

Title: Client Business Manager

Date: 3/19/08