



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
ST0571

PAGE
1

ADDRESS CORRESPONDENCE TO: ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 MAINLINE INFORMATION SYSTEMS, INC.
 1700 SUMMIT LAKE DR.
 TALLAHASSEE, FL 32317

SHIP TO

STATE TREASURER
 MAIN CAPITOL BUILDING
 SUITE E-145
 CHARLESTON, WV
 25305 304-543-4000

DATE PRINTED 03/25/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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ID OPENING DATE: 04/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		939-21		
MAINTENANCE FOR BLADE CENTER TO PROVIDE MAINTENANCE OF HARDWARE INCLUDING THE 3 NEW BLADES. THE 3 NEW BLADES WILL BE INSTALLED IN EXISTING IBM BLADE SERVERS OWNED BY THE STATE TREASURER'S OFFICE. MAINTENANCE MUST BE PROVIDED BY CERTIFIED IBM SERVICE PROVIDERS. BIDDERS MAY BE REQUIRED TO FURNISH PROOF OF CERTIFICATION UPON REQUEST. PURCHASE ORDER WILL BE AWARDED TO THE LOWEST OVERALL BIDDER MEETING THE SPECIFICATIONS. LIST OF CURRENT HARDWARE IS ATTACHED. STATE LAW REQUIRES THAT OF EQUAL PRODUCTS BE PERMITTED THE 3 NEW BLADES MAY BE ALTERNATE BRANDS PROVIDED THAT THEY CAN BE INSTALLED IN THE EXISTING IBM BLADES CURRENTLY IN USE BY THE TREASURER'S OFFICE. EXHIBIT 3A LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ----- AND EXTENDS FOR A PERIOD OF 3 YEARS OR UNTIL SUCH REASONABLE TIME THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT. SUCH "REASONABLE TIME" SHALL NOT EXCEED 12 MONTHS. THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON EXPIRATION OF 36 MONTHS FROM THE EFFECTIVE DATE OF THIS CONTRACT BY GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON MUTUAL						

RECEIVED
 2009 APR -9 A 10:05
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
NATURE	TELEPHONE (850) 219-5000	DATE 04-07-2009
CHIEF FINANCIAL OFFICER BOBBY J. COFFEY 59-2960721	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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 304-558-0492

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MAINLINE INFORMATION SYSTEMS, INC.
 1700 SUMMIT LAKE DR.
 TALLAHASSEE, FL 32317

SHIP TO

STATE TREASURER
 MAIN CAPITOL BUILDING
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 CHARLESTON, WV
 25305 304-343-4000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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03/25/2009

BID OPENING DATE:	04/09/2009	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UGP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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WRITTEN CONSENT, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE DATE OF EXPIRATION. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO 2 SUCCESSIVE 3 YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT THEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE IN 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).

TIME: TIME CONSUMED IN DELIVERY OR PERFORMANCE IS OF THE ESSENCE.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

REV. 9/98

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	BOBBI J. COFFEY	TELEPHONE	(650) 219-5000	DATE	04-07-2009
TITLE	CHIEF FINANCIAL OFFICER	FAX	59-2960721	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
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**RDN PRICE
 304-558-0492**

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 1700 SUMMIT LAKE DR.
 TALLAHASSEE, FL 32317

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2009				

OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: RP-41 RFQ. NO.: ST0571 BID OPENING DATE: 04/09/09 BID OPENING TIME: 1:30PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (888) 535-0915 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): DAN DICIO (412) 818-7191 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

BOBBI J. COFFEY TELEPHONE (650) 219-5000 DATE 04-07-2009

CHIEF FINANCIAL OFFICER FEIN 59-2960721 ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
 Department of Administration
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BID OPENING DATE: 04/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ST0571 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* BOBBI J. COFFEY TELEPHONE: (850) 219-5000 DATE: 04-07-2009
 FEIN: 59-2960721

ADDRESS CHANGES TO BE NOTED ABOVE

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STO571
Bid Schedule

SEE ATTACHED
QUOTES

- 1 Maintenance of all Hardware (including the 3 new blades requested on last page of the equipment listing) for 3 years with (2) 3 year renewals. Invoicing for maintenance is to be quarterly in arrears.

		Total
First (three year period)	\$ SEE QUOTE /QTR	\$ 29,631.85
Second (3 year period)	\$ SEE QUOTE /QTR	\$ 33,746.00
Third (3 year period)	\$ SEE QUOTE /QTR	\$ 33,861.60
Sub-total for Maintenance		\$ 96,239.45

2. Quote prices for Additional 3 blades and parts to be installed in blade centers.
(Description on last page of equipment listing)

Part No.	Qty for each Blade	Total Qty	Unit Price	Extended Price
7995G6U	1	3	\$ 258.6	\$ 778.5
43W3996	1	3	\$ 129.5	\$ 388.5
46C7420	4	12	\$ 37.9	\$ 454.8
41Y8527	1	3	\$ 43.4	\$ 130.2
69P9518	1	3	\$ 34.8	\$ 104.4
Sub-total for Additional Blades				\$ 1858.7
Grand Total				\$ 18,587

Mainline Quote- WV Treasury Department Maintenance Renewal

	2009	2010	2011	2012	2013	2014	2015	2016	2017
Q1	0.00	2,772.44	2,772.44	2,772.44	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80
Q2	907.45	2,772.44	2,772.44	2,755.56	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80
Q3	2,772.44	2,772.44	2,772.44	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80
Q4	2,772.44	2,772.44	2,772.44	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80	2,821.80
	6,452.33	11,089.76	11,089.76	11,171.60	11,287.20	11,287.20	11,287.20	11,287.20	11,287.20

1st - 3 yrs	28,631.85
2nd - 3 yrs	33,746.00
3rd - 3 yrs	33,861.60
Total	96,239.45

Dan Dicio
 Account Executive
 Mainline Information Systems
 412.818.7191
 dan.dicio@mainline.com



1700 Summit Lake Drive
Tallahassee, FL 32317

Date: 3-Apr-09
Expires: 3-May-09

Quote Number : LR040309

Prepared for: WV State Treasurer's Office

Dan DiCio
Account Executive
Mainline Information Systems
Phone: 412-220-2340

Part No.	Description	Qty	Unit Price	Extended Price
HS21 XM Blades				
7995G6U	HS21 XM, Xeon Quad-Core E5450 80w 3.0GHz/1333MHz/12MB L2, 2x512MB, O/Bay SAS	3	\$2,586.00	\$ 7,758.00
43W3996	Intel Xeon QC Processor Model E5450 80W 3.0GHz/1333MHz/12MB L2	3	\$1,295.00	\$ 3,885.00
46C7420	8 GB (2x4GB kit) Quad Rank PC2-5300 CL5 ECC Low Power	12	\$379.00	\$ 4,548.00
41Y8527	QLogic 4Gb Fibre Channel Expansion Card (CFFv) for IBM BladeCenter	3	\$434.00	\$ 1,302.00
69P9518	3 Year Onsite Repair 24x7 4 Hour Response	3	\$348.00	\$ 1,044.00

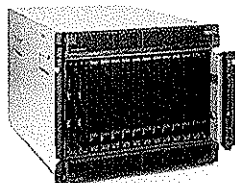
Sub Total	\$18,537.00
Shipping estimate**	\$50.00
Total	\$18,587.00

***Estimated Monthly Lease Payment: \$499.25**

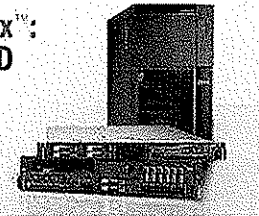
* The above listed lease payment is for planning purposes only. These rates assume execution of the IBM Global Finance Term Lease Master Agreement, good credit, 36-month term, and Fair Market Value renewal. Once final configurations and final sales prices are determined, IBM Global Finance will provide firm rates and contracts. Sales Tax and/or financing of Sales Tax is not included in the above estimate.

** Freight amount is estimated only. Actual freight charges will be invoiced.

Mainline Information Systems can provide onsite configuration, installation and training services. Please contact your sales representative for additional details and pricing.



**NEW SERVERS FROM SYSTEM x™:
INNOVATION COMES STANDARD**



IBM BladeCenter®

Note: Price does not include shipping or taxes. Unless otherwise noted, operating system and services are not included.

Purchase Order #: _____

PURCHASE: Seller agrees to sell and Buyer agrees to purchase from Seller the items listed below in accordance with the terms and conditions specified in this Customer Purchase Agreement ("Agreement"), dated as of _____ (month/day/year).

SHIPPING COST: Seller will provide standard ground shipment service of Equipment to Buyer's authorized location unless otherwise requested. Shipping charges will be invoiced to Buyer at Seller's cost.

INSURANCE COST: At no cost to Buyer, Seller will provide transportation and installation insurance for the Equipment. Insurance will not extend past 30 days from delivery of Equipment to Buyer's authorized location. Buyer agrees to provide a secure location and safe working environment for the delivery and installation of Equipment. However, as owner of Equipment, Buyer may insure Equipment under Buyer's insurance policy. If Buyer elects to provide insurance for in-transit Equipment, please initial _____.

TRANSFER OF TITLE & RISK OF LOSS: Shipping terms are FOB Origin. That is, upon shipment of Equipment, title and risk of loss for the Equipment transfers to the Buyer.

INSTALLATION COST: The cost, if any, for installing the Equipment by Mainline will be shown on the invoice, if installation is required by Mainline and said installation is more than incidental to the delivery of Equipment. Buyer agrees to provide a secure location and safe working environment for the delivery and installation of Equipment.

WARRANTY: Seller warrants that new Equipment included in this sale to Buyer, if any, is eligible for all warranties and indemnities provided by the manufacturer.

PAYMENT TERMS: Buyer agrees to pay Seller the full amount due upon receipt of the invoice. Buyer also agrees to pay interest at a rate equal to the greater of 1 ½ % per month, or the highest amount allowed by law on all amounts that age past 15 days of the invoice date. If Buyer should default on any payment(s), Seller has reserved the right to declare all invoice amounts due and payable without notice to customer. Buyer agrees to reimburse Seller for all reasonable collection costs in collecting past due invoices.

TAXES: Buyer is responsible for any taxes associated with this transaction as required by the applicable tax jurisdiction for this transaction. If Buyer is exempt from tax, then Buyer agrees to provide a valid sales tax exemption certificate prior to Seller ordering the Equipment.

CONFLICTING DOCUMENTS: If any of the terms or conditions in this agreement conflict with any other document related to this purchase/sale, then this Agreement takes precedence in all such conflicts.

MULTIPLE COUNTERPARTS: This Agreement may be executed in original or facsimile form in multiple counterparts, all of which will be deemed to be originals of equal force, effective as of the day that Equipment has been shipped and is in transit to Buyer's authorized location for delivery.

Buyer:

By: _____

Print Name: _____

Title: _____

Seller:

MAINLINE INFORMATION SYSTEMS, INC
1700 Summit Lake Drive, Tallahassee, FL 32317

By: _____

Print Name: _____

Title: _____

Purchase Order #: _____

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Buyer:

By: _____

Print Name: _____

Title: _____

Seller:

MAINLINE INFORMATION SYSTEMS, INC
1700 Summit Lake Drive, Tallahassee, FL 32317

By: _____

Print Name: _____

Title: _____

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
06/30/2008

JP -

CHS

GREG SCHNEIDER
MAINLINE INFORMATION SYSTEMS I
5576 FAWN BROOK LANE

CHECK WYSE

DUBLIN OH 43017

THIS IS TO CONFIRM RECEIPT OF YOUR VENDOR REGISTRATION FEE. PAYMENT OF THE FEE ENABLES YOU TO PARTICIPATE IN THE PURCHASING DIVISION'S COMPETITIVE BID PROCESS AND ENTITLES YOU TO A ONE-YEAR SUBSCRIPTION TO THE WEST VIRGINIA PURCHASING BULLETIN. A NEW ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN IS POSTED ON OUR WEB SITE EACH WEEK. BID OPPORTUNITIES ESTIMATED AT \$25,000 OR MORE ARE ADVERTISED IN THIS PUBLICATION. WE ENCOURAGE YOU TO LOG ON AND VIEW THE BULLETIN EVERY FRIDAY SO AS NOT TO MISS IMPORTANT BIDDING OPPORTUNITIES. OUR WEB ADDRESS IS:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE](http://www.state.wv.us/admin/purchase)

IN ORDER TO ACCESS THE WEST VIRGINIA PURCHASING BULLETIN, YOU WILL NEED YOUR VENDOR NUMBER, GROUP NUMBER (IF ANY), AND YOUR PASSWORD WHICH ARE PRINTED BELOW. YOUR ACCESS WILL BECOME EFFECTIVE ON THE FIRST MONDAY AFTER 06/30/2008, STATE HOLIDAYS EXCLUDED.

HELPFUL TIPS: YOUR COMPUTER-GENERATED VENDOR NUMBER BEGINS WITH AN ASTERISK, BUT DO NOT USE THE ASTERISK WHEN LOGGING IN. ALSO, OUR LOGIN SCRIPT IS CASE SENSITIVE. THEREFORE, IF YOUR VENDOR NUMBER CONTAINS A CHARACTER LIKE A, B, OR C, PLEASE TYPE IT IN UPPER CASE.

IF YOU HAVE QUESTIONS, FEEL FREE TO CONTACT US AT 304-558-2311 OR ERIKA.R.VANCE@WV.GOV. THANK YOU.

SINCERELY YOURS,



VENDOR REGISTRATION

REN PRICE
304558-0492

VENDOR NUMBER : *216132212
GROUP NUMBER :
PASSWORD : 39675

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: Mainline Information Systems, Inc.

Signed: 

Title: CHIEF FINANCIAL OFFICER

Date: 04-07-2009

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

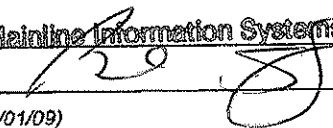
LICENSING:

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. 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>

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Mainline Information Systems, Inc.
Authorized Signature:  Date: 04-07-2009

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DAN DICIO Signed: [Signature]
Date: 4-8-09 Title: ACCOUNT EXECUTIVE

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive