



Facsimile



Date: 4/24/2012
To: Paul Reynolds
Phone: 304-558-0468
Fax: 304-558-3970
From: Chns Arroyo
Phone: 703-663-1926
Pages: 9
Subject:

RFQ Response

RECEIVED
2012 APR 24 AM 10:47
WV PURCHASING
DIVISION

immixTechnology, Inc.
 a subsidiary of  immixGroup

Sales Quotation

Paul Reynolds
 WEST VIRGINIA, STATE OF
 2019 Washington St E
 Charleston, WV 25305
 PH: (304) 558-0468
 Paul.Reynolds@wv.gov

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1812608
Terms: NET 30
FOB: Destination

Quote Number: QUO-284138-L2C7L9
Quote Date: 4/23/2012
Expiration Date: 5/23/2012

Order/Payment Address:
 immixTechnology, Inc.
 8444 Westpark Drive, Suite 200
 McLean, VA 22102
 PH: 703-752-0610 FX: 703-752-0613
EFT: BB&T
 Routing No. 055003308

immixTechnology, Inc. Arroyo, Christopher
Contact:
 703-663-1926 Christopher_Arroyo@immixGroup.com

Manufacturer Quote #: JE042012
Manufacturer Ref #:

Manufacturer Contact: Erickson, Jeff
 800-444-4443 ext 1028 jerickson@freedomscientific.com

Item	Part Number	Contract	Line Type	Product Description	Qty	Price	Extended Price
1	340148-001	GS-35F-0265X	LIC	JAWS® Professional 5 User Pack District License (Multiple Locations Libraries & Schools Only)	4	\$3,671.8500	\$14,687.40
2	SJNTD	GS-35F-0265X	MNT	SMA for JAWS® Professional 5 User Pack District License (Multiple Locations Libraries & Schools Only)	4	\$757.6200	\$3,030.48
3	340561-001	GS-35F-0265X	LIC	WYNN™ Wizard	18	\$953.2900	\$17,159.22
4	AW-SW-W	GS-35F-0265X	MNT	WYNN Wizard SMA (at time of purchase)	18	\$117.6200	\$2,117.16

LICENSE	\$31,846.62
SW MAINTENANCE	\$5,147.64
Grand Total	\$36,994.26

"ImmixTechnology's response to WV Solicitation Number WWV12021 ("RFQ") is conditioned upon and subject to the terms and conditions of ImmixTechnology's GSA schedule contract number GS-35F-0265X, and its applicable General Provisions and modifications to the Schedule Contract. ImmixTechnology makes no commitment to accept or be bound by any terms and conditions included in the RFQ, the HIPAA Business Associate Addendum."

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary: <http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Rev. 09/08

3

State of West Virginia 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 of 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 this Purchasing Division in writing immediately.

Bidder: IMMIX GROUP, INC

Signature: [Handwritten Signature]

Date: 4/24/12

Title: 4/24/12 DIR. TECH. JAMES

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

RFQ No. WWV12021

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county, commission, municipality, county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally 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.

Under penalty of law for false swearing (West Virginia Code §61-6-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: immix technology, inc

Authorized Signature: [Signature] Date: 4/24/12

State of Virginia

County of Fairfax to-wit:

Taken, subscribed, and sworn to before me this 24th day of April, 2012

My Commission expires April 30, 2015

AFFIX SEAL HERE



Christine E. Larger
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7095255
My Commission Expires
April 30, 2015

NOTARY PUBLIC. Christine E. Larger



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:
 WV12021

PAGE:
 1

ADDRESS CORRESPONDENCE TO (MENTION OFFICE):
 PAUL REYNOLDS
 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	DATE	FOR	RFQ ITEMS
04/06/2012				
BID OPENING DATE: 04/18/2012		BID OPENING TIME: 01:30PM		
LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
0001		EA	20-07	
WYNN WIZARD SOFTWARE AND JAWS SCREEN READER				
<p>THE WEST VIRGINIA STATE DIVISION OF PURCHASING FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR JAWS PROFESSIONAL AND WYNN WIZARD SOFTWARE TO ALLOW INTERNET ACCESS TO DISABLED INDIVIDUALS PER THE ATTACHED SPECIFICATIONS.</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> <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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>				
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE:			TELEPHONE:	DATE:
TITLE:		ADDRESS CHANGES TO BE NOTED ABOVE		



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 60130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WWV12021

DATE
J

ADDRESS FOR CORRESPONDENCE TO ATTENTION OF
PAUL REYNOLDS
304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP	FOB	FRIGHT THRU
04/17/2012				
BID OPENING DATE: 04/25/2012		BID OPENING TIME: 01:30PM		
LINE	QUANTITY	UO	UNIT PRICE	AMOUNT
ADDENDUM NO. 1				
ADD: COST SHEET				
BID OPENING DATE CHANGED				
FROM: 04/18/12 @ 01:30 P.M.				
TO: 04/25/12 @ 1:30 P.M.				
NO OTHER CHANGES				
0001		US	920-07	
WYNN WIZARD SOFTWARE AND JAWS SCREEN READER.				
***** THIS IS THE END OF RFQ WWV12021 ***** TOTAL:				
THE SEVEN'S SIDE FOR TERMS AND CONDITIONS				
SIGNATURE		TELEPHONE		DATE
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE

APR 20 2012 1:56PM WY DIV OF PURCH INVENS NO. 3158 N. 1



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 26305-0130

Request for Quotation

REQ NUMBER
WWV12021

PAGE
2

ADDRESS CORRESPONDENCE OR DELIVERY OF BIDS
PAUL REYNOLDS
304-558-0468

RFQ COPY
TYPE NAME/ADDRESS HERE

WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302
112 CALIFORNIA AVENUE
CHARLESTON, WV
25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHEETS	FOUR	FREIGHT TERMS
04/05/2012				
BID OPENING DATE	04/18/2012		BID OPENING TIME	01:30PM
LINE	QUANTITY	UOP	DAY TO	REQ NUMBER
				PAUL REYNOLDS
				FILE 43
				REQ. NO. : WWV12021
				BID OPENING DATE: 04/18/2012
				BID OPENING TIME: 01:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				
CONTACT PERSON (PLEASE PRINT CLEARLY):				
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.				
***** THIS IS THE END OF RFQ WWV12021 ***** TOTAL:				
SIGNATURE		TELEPHONE		DATE
TITLE		ADDRESS CHANGES TO BE NOTED ABOVE		

APR 20 2012 1:37 PM WORKFORCE WEST VIRGINIA DIV OF PURCHASING AND ADMIN. SUPPORT-5302

ADDENDUM NO. 1

2

COST SHEET FOR WWV12021

ITEM NO.	Description	Quantity	Unit Price	Amount
1.	JAWS Professional DL-20 Current Version (13)	1		
2.	JAWS Professional DL-20 SMA at time of purchase of DL-20 Current Version (13)	1		
3.	Wynn Wizard Single User License Current Version (6X)	18		
4.	Wynn Wizard SMA at the time of purchase of 18 copies of Wynn Wizard single user license current version (6X)	18		
5.	Shipping and Handling and Insurance (optional)	1		

GRAND TOTAL = EXTENDED COST FOR LINES 1-5

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 this 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 renders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.