



FAX

Date: 12/6/2012

Pages including cover sheet: 25

To:	Roberta Wagner
Phone	
Fax Number	+1 (304) 558-3970

From:	Erica Duerr
	ACL Computers and Softwa
	11100 Dovedale Court
	Marriottsville
	MD 21104
Phone	+1 (443) 288-6389
Fax Number	+1 (443) 288-6389

NOTE:

Good Afternoon,

Please see attached quote for Bid Solicitation HHR13035. Quote reflects maintenance requested in Addendum 2. If you have any questions please contact me at 443-288-6389. Thank you for this opportunity, and have a wonderful day.

Regards,

Erica

12/06/12 02:18:08 PM
West Virginia Purchasing Division

BID RECEIVED LATE
BUYER Roberta Wagner
WITNESS Tara Lyle
DISQUALIFIED

ACL Computers, Inc.

ACL Computers and Software, Inc.
11100 Dovedale Court
Marriottsville, MD: 21104
Tax I.D.# 52-1862590
Fax 410-442-4459

small, women owned business
Dunns# 792831190

Sold To:
DHHR West Virginia

Confirm To: Roberta Wagner

QUOTE

Quote Number: 0100512
Order Date: 11/21/2012
Page: 1
Customer Number: 8000011
Salesperson: Erica Duerr
Phone Number: 443-288-6389
Email Address: erica@acl-computers.com

Ship To:
DHHR West Virginia

Customer P.O. HHR13035	Terms Net 30 days	Ship VIA ELECTRONIC	F.O.B. Destination
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Line #	Item Number	Description	Quantity	Stock?	ETA	Price	Amount
***** *****NET 30 ONLY***** This quote is prepared for Net 30 Terms Only. No credit cards will be accepted on this request. NET 30 Payment of entire invoice amount is required within 30 days from invoice date. If you would like to purchase via credit card please contact us for an updated quote. ***** *****Non-Cancelable / Non-Returnable***** Attached Statement of Work will need to be signed and sent back to us at time of order. Pricing is only good until 12/27/2012. ACL Computers is in the process of becoming an authorized West Virginia Vendor. Please read the attached Software License Agreement for irise software and let me know if you have any questions. This agreement will also need to be accepted at time of order.							
1	SW6001	iRise Single Author Bundle	3	Y		8,628.870	25,886.61
2	SW0001	iRise Reader Unlimited	1	Y		0.000	0.00
3	IRISEMAINT-100512	Annual Maintenance & Support Fees For iRise Single Author Bundle and iRise Reader	3	Y		1,725.770	5,177.31
4	TR0002	iRise Basic Training	1	Y		3,298.970	3,298.97
5	CS0040	iRise Mentoring Services	4	Y		1,649.480	6,597.92
6	IRISE PREPAID MAINT- 2 YRS	Annual Maintenance & Support Fees For Software Above for two years- PRE PAID	1	Y		9,617.020	9,617.02

OR

Continued

ACL Computers, Inc.

ACL Computers and Software, Inc.
11100 Dovedale Court
Marriottsville, MD. 21104
Tax I.D.# 52-1862590
Fax 410-442-4459

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Email Address: erica@acl-computers.com

Ship To:
DHHR West Virginia

Confirm To: Roberta Wagner

Customer P.O.	Terms	Ship VIA	F.O.B.
HHR13035	Net 30 days	ELECTRONIC	Destination

Line #	Item Number	Description	Quantity	Stock?	ETA	Price	Amount
7	IRISE PREPAID MAINT- 3 YRS		1	Y		12,822.340	12,822.34
		Annual Maintenance & Support Fees For Software Above for three years- PRE PAID					

Please make sure to review the quote for accuracy before placing any orders.

Any items that are currently quoted as in stock. At the time the order is placed you will need to call to verify availability.

Promise date is the estimate delivery time from date of quote. You will need to call for an updated delivery date.

At the time of order end user information is required. Please be sure to identify end user name, email and phone.

TIN:52-1862590
CAGE CODE: 03VJ1
DUNS No: 79-283-1190

Business Size: Small Woman owned

Net Order:	63,400.17
Freight:	0.00
Sales Tax:	0.00
Order Total:	63,400.17

Orders shipping to California may be subject to the environment fee.
Contact your salesperson for more information.
Some manufactures do not allow any returns.



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

Solicitation

NUMBER
HHR13035

PAGE
1

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

VENDOR

ACL Computers & Software
 11100 Dovedale Court
 Marriottsville, MD 21104

SHIP TO

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

DATE PRINTED
11/29/2012

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

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

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: HHR13035**Addendum Number: 2**

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

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

Terms and Conditions:

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

ATTACHMENT A

**REQUEST FOR QUOTATION
HHR13035 iRise Enterprise Edition Software or equal**

Exhibit A

Bid Cost Sheet

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

Please see quote # 106616 for the above pricing.

Vendor Name: ACL Computers and Software

Vendor Address: 11100 Dovedale Court
Marriottsville, MD 21104

Remit to Address: same as above

Phone #: 443-288-6389

Fax #: 410-442-4459

E-mail: erica@aclcomputers.com

Printed Name of Signatory: Erica Duerr

Signature: Erica H. Duerr 12/6/12
Date

****Award will be made to lowest total bid meeting specifications.****

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13035

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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



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

Solicitation

NUMBER
HHR13035

PAGE
1

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

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E
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ACL Computers & Software
11100 Dovedale Court
Marriottsville, MD 21104

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

DATE PRINTED
11/27/2012

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

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

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: HHR13035
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13035

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

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

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(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

ACL Computers and Software

 Company


 Authorized Signature
 12/6/12

 Date

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

Revision 11 – January 26, 2012.

Software License Agreement for iRise® Software

This Software License Agreement ("Agreement") applies to the following iRise software products ("Software"): iRise Definition Center, iRise Studio, iRise Studio Professional Edition, iRise Studio Enterprise Edition, iRise Manager, iRise Connect for Manager, iRise Adoption Center, iRise Reader, iRise Connect for HP Quality Center, iRise CodeGen, iRise Project Estimator, iRise Custom Reports, iRise Connect PE for IBM Rational Requirements Composer, iRise Connect for IBM Requirements Composer, iRise Connect for IBM Rational RequisitePro, iRise Connect for IBM Rational, and iRise Connect for Borland Callber RM.

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Reservation of Rights: You will not have any rights in or to the Software or Documentation except as expressly granted in this Agreement. iRise and its licensors and suppliers reserve to themselves all rights to the Software and Documentation not expressly granted to you in accordance with this Agreement.

Termination: This Agreement is effective from the date that you accept this Agreement as specified above or otherwise download, install, or use the Software, and will automatically terminate upon the sooner of (a) the Term End Date, if any, (b) your violation of any provision of this Agreement, or (c) your return, destruction, or deletion of all copies of the Software in your possession. Upon termination of this Agreement, you will destroy all copies of the Software and Documentation in your possession within five days of such termination, and immediately thereafter, if requested by iRise, provide iRise with a written notice signed by you certifying that you have destroyed all copies of the Software and Documentation in your possession. iRise's rights and your obligations will survive the termination of this Agreement.

Governing Law; Arbitration: This Agreement will be construed, interpreted and governed by the laws of the State of California, without regard to conflicts of law provisions thereof, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, such controversy, claim, or dispute must be finally settled by binding arbitration in Los Angeles, California, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with ICC rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. iRise may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

Support: Subject to payment in full of the applicable license or support fees (as further described in this paragraph), iRise makes available support regarding installation, operation, and use of the Software, between 6:00AM and 6:00PM PT,

Revision 11 - January 26, 2012

Monday through Friday, excluding U.S. national bank holidays by either (a) email to support@IRise.com or (b) telephone at 310-426-7880 or 866-361-3900 ("Support"); IRise will acknowledge receipt of and respond to all requests for Support within a reasonable amount of time. Support is included in the license fees for a time-limited license key to the Software (excluding any trial or evaluation version of the Software), until the Term End Date. Support must be purchased separately if you have purchased a perpetual license key to the Software. If purchased separately, the term of your Support shall be one year, and otherwise, the term of your Support shall be the same as the term of this Agreement (in each case, the "Support Term").

Also subject to your advanced payment in full of the applicable license or support fees and during the Support Term, IRise may, at its sole discretion, make available new versions of the Software that include improvements, enhancements, upgrades, modifications or additions ("Updates"). Provided that such Updates are not separately marketed or charged for by IRise, you will be entitled to receive the Updates during the Support Term. Any Updates provided to you will be deemed part of the Software and must be used in accordance with the terms of this Agreement.

IRise is not obligated to continue to offer the Software, Support or Updates after the Support Term. If you have purchased a perpetual license key to the Software, and provided that IRise continues to provide Support for the Software, you may renew Support at the end of the Support Term. Fees for the renewal term shall be equal to the fees for the previous Support Term plus an inflation adjustment amount each renewal year in accordance with the following formula: If, 30 days prior to the end of the Support term, the unadjusted Consumer Price Index for All Urban Consumers, All Cities Average, 1982-84=100, as published by the Bureau of Labor Statistics of the Department of Labor ("CPI"), is higher than the CPI on the date one year prior ("Base Index"), IRise will increase the Support fees for the coming renewal term by the percentage that the then current CPI increased over the Base Index. IRise is not obligated to provide any Support or Updates for any trial or evaluation version of the Software.

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Indemnification. You agree to defend, indemnify, and hold harmless IRise, its suppliers and each of their respective officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any actual or threatened third party claims that you have (i) used the Software in violation of another party's rights or in violation of any law, or (ii) violated any terms of this Agreement. If you are

Revision 11 – January 26, 2012

Importing the Software from the United States, you will indemnify and hold IRise and its distributors harmless from and against any import and export duties or other claims arising from such importation.

Inspection. IRise will have the continuing right to inspect your facilities during normal business hours (following provision of reasonable advance notice to you by IRise), to verify your compliance with this Agreement.

No Assignment. You may not assign or otherwise transfer in any way (including by merger, sale of assets, operation of law, or otherwise) any of the rights and obligations arising out of this Agreement without the prior written consent of IRise.

Severability; Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate. The failure or delay of IRise to exercise any of its rights under this Agreement or upon any breach of this Agreement will not be deemed a waiver of those rights or of the breach.

Entire Agreement. This Agreement constitutes the entire agreement between you and IRise with respect to the subject matter of this Agreement and merges all prior and contemporaneous communications. This Agreement may only be modified by a written agreement signed by both you and IRise.

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iRise Quick Start Package Statement of Work for WV DHHR

12/5/2012

WV DHHR
321 Capitol Street, Suite 200
Charleston, WV. 25301

Dear WV DHHR:

Thank you for spending time with us to review your requirements for the implementation and adoption of iRise within WV DHHR. Based on our discussions, we have prepared this statement of work ("SOW"), which outlines the scope, approach, resources, timeline, cost, assumptions, and terms for our assistance.

Scope & Approach

WV DHHR ("WV DHHR", "Client") is seeking iRise's ("we", "us", "our") assistance with adopting and using the iRise software ("iRise"). Specifically, our assistance under this SOW will be the delivery of the iRise Quick Start Package, which consists of iRise Product Training, iRise Certification and iRise Project Mentoring as defined below (the "Scope of Work"). Client understands and agrees that it will be responsible for prioritizing the Scope of Work based on its requirements to fit within the schedule and budget provided by this SOW.

iRise Product Training

iRise Product Training focuses on delivering just-in-time training to use iRise on projects. iRise Product Training consists of both eLearning courses available at www.iRise.com and instructor-led courses provided at Client location.

eLearning Courses

1. iRise Overview (**required as a prerequisite for all training**)
 - 1.1. iRise Introduction and Product Overview
 - 1.2. Exploring iRise
 - 1.3. Creating Scenarios
 - 1.4. Creating Simulations
 - 1.5. Capturing Requirements
 - 1.6. Capturing Feedback
 - 1.7. Learning More About iRise
2. iRise Explained (**optional as a prerequisite for or refresher after iRise Basic**)
 - 2.1. Course Introduction
 - 2.2. iRise Methodology
 - 2.3. Introduction to iRise Studio

iRise Quick Start Package

Statement of Work

- 2.4. Building Scenarios
- 2.5. Analysis-Level Simulation
- 2.6. Building Dynamic Simulations
- 2.7. Building Reusable Components
- 2.8. Capturing Reviewer Feedback

Instructor-Led Courses

3. iRise Basic
 - 3.1. Introduction
 - 3.2. iRise Overview
 - 3.3. iRise Studio
 - 3.4. iRise Projects
 - 3.5. Building Visualizations Parts 1 and 2
 - 3.6. Scenario Ideation
 - 3.7. Analysis Level
 - 3.8. High Fidelity
 - 3.9. Data Parts 1 and 2
 - 3.10. Get/Update/Save/Delete Record
 - 3.11. Data Part 3
 - 3.12. iRise Style Manager
 - 3.13. Sharing the Visualization
 - 3.14. Advanced Workshops
 - 3.15. Additional References

iRise Certification Services

iRise Certification Services focuses on distinguishing individuals with significant knowledge, skills and experience in using a particular version of iRise.

4. iRise Certified Modeler™
 - 4.1. iRise Certified Modeler is an online exam testing the candidate's ability to demonstrate knowledge in iRise.
 - 4.1.1. Available 24/7
 - 4.1.2. Sixty (60) minute exam
 - 4.1.3. Two (2) chances to pass the exam within 30 days
 - 4.1.4. Seventy percent (70%) score to pass

iRise Project Mentoring

iRise Project Mentoring focuses on enabling project-based success beyond product training by continuing knowledge transfer and education via iRise Mentoring and building reusable assets or iRise Accelerators.

iRise Mentoring

iRise Mentoring focuses on building internal core competency around iRise by delivering simulations of projects primarily using Client resources, with active full-time involvement and assistance from one to two iRise resources per project.

Activities

1. Requirements Gathering
 - 1.1. Review requirements captured in iRise to ensure compliance with Client and/or project-specific requirements gathering standards:

iRise Quick Start Package

Statement of Work

- 1.2. Provide hands-on training, mentoring, and support for business analysts in using iRise to capture requirements in iRise
- 2. Requirements Modeling
 - 2.1. Define and communicate requirements modeling guidelines to assist project team members in identifying requirements that require simulation
 - 2.2. Provide hands-on training for project team members in building complex model components
- 3. Requirements Validation
 - 3.1. Provide mentoring and meeting facilitation in reviewing simulation models and requirements with project stakeholders

iRise Accelerators

Accelerators are reusable components and tools used by the various project teams to accelerate adoption and optimize use of iRise.

Activities

- 1. Build iRise Accelerators
 - 1.1. Create common templates, tools, masters, sample deliverables and other accelerators for use by Client projects using iRise. The scope and level of detail of this activity and deliverables will be adjusted as required to complete the Scope of Work in the proposed time/budget

Deliverables

Deliverable	Format
Simulation Styles	iRise model, iDoc
Simulation Master(s)	iRise model, iDoc
Simulation Template(s)	iRise model, iDoc
Sample scenarios, models	iRise model, iDoc
iRise Standards (as needed)	Word document

Resources, Timeline & Cost

THIS IS A FIXED TIME, FIXED FEE ENGAGEMENT.

iRise will provide services as follows:

Service	Days
iRise Product Training	2
iRise Overview *	n/a
iRise Explained **	n/a
iRise Basic (for up to 5 attendees)	X
iRise Modeler Certification (for up to 5 resources)	n/a
iRise Project Mentoring	3
iRise Mentoring	
iRise Accelerators	

* 1-2 hour eLearning course required as a prerequisite for any other iRise course.

** 4-6 hour eLearning course optional as a preparation for or after the iRise Experienced course.

*** Rate will be prorated on an hourly basis based on actual hours worked.

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Statement of Work

Given the resource and timeline, the cost to complete the Scope of Work is Nine Thousand, Six Hundred (\$9,600) Includes All Expenses.

Client and iRise will mutually agree upon the scheduling of the services.

Fees will be accrued based on actual hours worked which may vary with the level of effort to complete the Scope of Work. In no event, however, will iRise exceed the fees identified in the table above to complete the Scope of Work without prior written approval from Client. If at any time, iRise anticipates that it may be required to exceed the estimate for fees to complete the Scope of Work, iRise will notify Client immediately.

iRise will submit invoices to Client for the fees identified in the table above upon execution of the SOW. All amounts invoiced under this agreement will be in United States dollars.

The services detailed within this SOW must be utilized no later than six months from the execution date of this SOW, otherwise the remaining services shall be deemed delivered and accepted with no further obligation of iRise.

Assumptions & Risks

We have identified the following assumptions and risks to perform the Scope of Work.

1. The Scope of Work will be performed at the Client facilities in Charleston, WV, or at iRise's facilities in El Segundo, CA if time and cost effective for the engagement.
2. The Scope of Work will be performed during a contiguous period of business days.
3. Client will provide timely and reasonable access to functional and technical resources (without limitation, people, documents, networks, systems, applications, databases, and work space) needed to perform the Scope of Work.
4. NO LICENSE IN OR TO THE IRISE™ SOFTWARE SHALL BE GRANTED HEREUNDER. In the event that Client desires to install such software on its servers or workstations, Client will be required to procure the appropriate software licenses from iRise.

Any change to the above assumptions could have a material impact on the timeline and cost to complete the Scope of Work.

Terms & Conditions

The remaining terms and conditions that shall govern this SOW are attached hereto and incorporated herein by this reference as "Exhibit A – Terms and Conditions for iRise Professional Services".

If you have any questions regarding this SOW, please contact Steve Paik, Managing Director of Professional Services, at (415) 305-5019 or Frank Knox, Regional Sales Director, at 415-772-7755.

Please note that the iRise corporate address has changed to the address provided in the footer on the first page of this Statement of Work. Please update your records accordingly.

If you accept and agree to the foregoing, please sign and fax a copy of this letter to Jacques Marine at (310) 496-2654.

ACCEPTED AND AGREED:

iRise

WV DHHR

PREPARED BY IRISE

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- CONFIDENTIAL INFORMATION -

iRise Quick Start Package

Statement of Work

By: _____
Jacques Marine
EVP of Services

By: _____

Date: _____

Date: _____

EXHIBIT A - TERMS AND CONDITIONS FOR IRISE PROFESSIONAL SERVICES

1. **Services.** IRise will perform the services set forth in the attached Statement of Work ("SOW") in conformance with the descriptions therein and consistent with industry standards and practices (the "Services").
2. **Personnel.** IRise will determine in its sole discretion what personnel is required to perform the Services and may in its sole discretion use third parties to perform the Services.
3. **Fees.** Client will compensate IRise the fees set forth in the SOW ("Fees").
4. **Payments.** Client will remit payment for all invoices upon receipt. Invoices for which payment is not received within thirty (30) calendar days from the date of invoice will accrue a late charge of one and one half percent (1.5%) per month compounded or the highest rate allowable by law, whichever is less. All amounts payments under this agreement will be in United States dollars.
5. **Confidential Information.** Except as otherwise specified herein, IRise and Client expressly agree to retain in confidence all information transmitted to it by the other party that the disclosing party identifies as being confidential or proprietary or that, by the nature of the information or the disclosure, ought to in good faith be treated as confidential or proprietary ("Confidential Information"). IRise and Client expressly agree not to use or disclose the Confidential Information except for the purposes of fulfilling its obligations hereunder. IRise and Client expressly agree that Confidential Information will not include any information that: (a) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (b) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (c) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (d) is independently developed by the receiving party.
6. **Injunctive Relief.** Each party agrees that a breach of the license rights granted hereunder and/or the restrictions thereon or a breach of the confidentiality provisions hereof, may result in irreparable harm and significant injury to the other which may be difficult to ascertain. Accordingly, each party agrees that the other will be entitled to equitable relief, including, without limitation, an immediate injunction enjoining any further breach, in addition to all other remedies available to such party at law or in equity.
7. **Ownership of Deliverables.** All work product and deliverables specified in the SOW ("Deliverables") will become the sole and exclusive property of Client upon full and final payment for the Services; provided, however, that the foregoing ownership rights will be subject to and second to IRise's ownership rights in the IRise Property (defined below).
8. **Ownership of IRise Property.** IRise has acquired, developed or otherwise obtained rights in and may, in connection with the performance of Services, solely or jointly with others, acquire, conceive, develop, enhance, or modify various concepts, ideas, methods, processes, procedures, know-how, and techniques pertaining to IRise products and services (collectively, the "IRise Property"). The IRise Property as well as any intellectual property rights related thereto or based thereon (including, without limitation all patents, copyrights, trademarks or other proprietary rights based thereon) is and shall remain the sole and exclusive property of IRise.
9. **License to IRise Property.** Upon full and final payment for the Services, IRise grants Client a royalty-free, fully paid-up, worldwide, non-exclusive license to use and copy the IRise Property to the extent incorporated within and necessary to the operation of the Deliverables. Client shall acquire no other right, title or interest in the IRise Property.
10. **Insurance.** IRise agrees to keep in full force and effect at all times during the term of this agreement, general commercial liability insurance, commercial automobile liability insurance, professional liability insurance, and workers compensation insurance with a minimum coverage limit of \$1,000,000 per occurrence.
11. **Indemnification.** IRise will indemnify and hold harmless Client, its principals, officers, directors and employees from and against any and all actions, damages, claims, liabilities, costs, expenses, and losses (including, without limitation, reasonable attorney's fees and expenses) brought against, incurred by, or paid by any of them at any time, as a result of its gross negligence or willful misconduct of IRise or for an any actual infringement of any patent, copyright, trade secret or other intellectual property right of any third party by the IRise Property or Deliverables as provided to Client. This provision will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.
12. **Limitation on Warranties.** CLIENT UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT IRISE MAKES NO WARRANTY AS TO THE SERVICES. IRISE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Exclusion of Damages; Limitation on Liabilities.** EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT WILL EITHER IRISE OR CLIENT OR ITS EMPLOYEES, SUPPLIERS, CUSTOMERS, OR AGENTS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, AND/OR LOSS OF BUSINESS, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE HEREUNDER BY CLIENT. THE FOREGOING WILL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EACH PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY.
14. **Term.** The term of this agreement will commence on the date first written above and will continue in full force and effect until the Services are delivered or until canceled according to Section 15.
15. **Termination.** Either party may terminate this agreement for breach by providing written notice to the other party at least fifteen (15) calendar days prior to the effective date of termination to provide the breaching party an opportunity to cure the breach.
16. **Survival.** It is expressly agreed by both parties that the provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 will survive the termination of this agreement.

17. **Relationship of Parties.** The relationship of the parties is that of independent contractors. No agency, partnership, joint venture, or employment relationship will be created or inferred by the existence or performance of this agreement, and neither party will have any authority to bind the other in any respect whatsoever.
18. **No Solicitation.** During the term of this agreement and for one (1) year following the termination of this agreement, Client will not solicit, offer to employ, employ, or contract any employee, contractor, former employee (within the prior one (1) year), or former contractor (within the one (1) year) of IRise, without (a) the prior written consent of IRise or (b) paying IRise one hundred percent (100%) of employee's annual salary or contractor's fees with Client for one (1) year ("Placement Fee"). Placement Fees will be paid to IRise thirty (30) days from the first date of employment or contract, unless otherwise agreed upon in writing by IRise. Placement Fees for which payment is not received by IRise when due will accrue a late charge of one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less.
19. **Entire Agreement.** This agreement, together with an SOW, constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.
20. **Amendment.** No amendment, change, modification or alteration of this agreement will be effective unless in writing and executed by both parties.
21. **Assignment.** Neither party may assign or otherwise transfer in any way any of the rights and obligations arising out of this agreement without the prior written consent of the other party.
22. **Waiver.** No waiver of any provision of this agreement or of the rights and obligations of the parties will be effective unless in writing and signed by the party waiving compliance. Any such waiver will be effective only in the specific instance and for the specific purpose stated in writing.
23. **Governing Law.** This agreement will be governed by the laws of the State of California, without regard to principles of conflicts of laws.
24. **Severability.** If any term, clause, or provision of this agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms, clauses, and provisions will remain in full force and effect.
25. **Force Majeure.** Neither party will be deemed in default of this agreement, except for defaulted obligations of payment, to the extent that performance of their obligations or attempt to cure any breach are delayed or prevented by reason of causes beyond its control, including but not limited to acts of God, war, riot, terrorism, sabotage, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials or Internet outages.
26. **Arbitration.** Any controversy or claim arising out of or relating to this agreement, with the exception of injunctive relief sought by either party, will be submitted to arbitration before an arbitrator agreed upon by the parties, or if the parties cannot agree upon an arbitrator within thirty (30) calendar days, to an arbitrator selected by the American Arbitration Association. The arbitration will be conducted under the rules then prevailing of the American Arbitration Association and each party will have no more than one (1) day to present its case. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator will be binding and may be entered as a judgment in any court of competent jurisdiction.
27. **Attorney's Fees.** If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this agreement or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled. This attorney's fees clause will include all post-judgment attorney's fees and expenses and will not be merged into, but rather will survive, the judgment.
28. **Publicity.** Client hereby agrees to permit IRise to publicly disclose the existence and nature of the business relationship with Client.
29. **Notices.** All notices will be in writing and delivered in person or by courier service, overnight service, fax or e-mail to the names and addresses provided in the SOW. Either party may change the address for purpose of giving notice by providing written notice to the other party.

From: Frank Knox [fknox@irise.com]
Sent: Thursday, December 06, 2012 11:49 AM
To: Erica at ACL Computers and Software, Inc
Subject: RE: Quote Request - Irise
Attachments: SOW - WV DHHR.pdf

Here you go Erica.

Thanks,

Frank R. Knox
Regional Director - Commercial Accounts

(415) 772-7755 direct
(925) 565-5447 mobile
(415) 772-9828 fax

iRise | Visualize. Innovate. Deliver. | www.iRise.com
One Front Street, Suite 1425, San Francisco, CA

An Introduction to iRise: Learn more about iRise, a revolutionary way to quickly understand the needs of the business to define better software applications.

What is Visualization and how can it help? Find out [here](#).



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Oct 6-10 @ ARIA Las Vegas

**iRise Order**

Quote Date: 08-Nov-12

Prepared For:

Quote Expiration Date: 28-Dec-12

ACL Computers/WV DHHR

ACL Computers/WV DHHR

iRise Contact: Frank Knox, Fknox@iRise.com, 415-772-7755

All Fees in USD

Terms and Conditions

Software Licenses and Maintenance & Support herein shall be provided under the applicable iRise Software License Agreement presented in the form of a click through agreement with the software. If you or your organization has a written agreement in force with iRise, that agreement shall govern instead of the click through license agreement and supersedes any conflicting terms herein.

All fees, including fees for services, shall be billed upon receipt of an Order. iRise reserves the right to reject Orders for any reason including, without limitation, credit policy and credit card authorization, and failure to accept these terms and conditions or the terms and conditions of the of relevant Software License Agreement, Professional Services Agreement and/or Statement of Work. All items are non-cancelable, and non-refundable.

All fees above exclude any applicable taxes. Customer is responsible for all taxes including but not limited to local sales taxes, VAT and withholding.

Education and Professional Services herein shall be provided subject to the applicable Statement of Work ("SOW") and/or Professional Services Agreement ("PSA"). All services shall be scheduled and delivered in contiguous work-days with a minimum eight-hour work-day and billed on an hourly basis based on actual hours worked and an eight-hour work-day.

Any services that have not been scheduled and delivered within 6 months following execution of the applicable Software License Agreement, Professional Services Agreement and/or Statement of Work shall be deemed delivered and accepted with no further obligation from iRise.

iRise expense policy is that iRise will be reimbursed for actual and reasonable travel, transportation, lodging, parking, internet, and telephone expenses and for meal expenses at the current US General Services Administration (GSA) per diem rate for the county where the services are performed in the US and 60% of the current US Department of State per diem rate for the capital city of the country where the services are performed outside of the US; iRise is not required to submit receipts to customer for reimbursement, but will maintain copies of receipts for expenses over 25(USD) to substantiate claims for reimbursement.

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information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: November 13, 2012

Submit Questions to:

Roberta Wagner
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@wv.gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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