



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1028144

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: SOFTWARE INFORMATION SYSTEMS LLC

Alias/DBA:

Total Bid: \$155,940.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0932

SO Doc ID: DRS2200000012

Published Date: 6/2/22

Close Date: 6/9/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
Solicitation Response**

Proc Folder: 1028144
Solicitation Description: Addendum No. 2 - Network Switches and Related Equipment
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-06-09 13:30	SR 0932 ESR06082200000007744	1

VENDOR
000000219154
SOFTWARE INFORMATION SYSTEMS LLC

Solicitation Number: CRFQ 0932 DRS2200000012

Total Bid: 155940

Response Date: 2022-06-08

Response Time: 17:54:04

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	48 PORT POE SWITCH, EXTREME NETWORKS, OR EQUAL	12.00000	EA	2800.000000	33600.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments: Juniper equipment is being bid

Extended Description:

X440-G2 X440-G248p-10GE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	24 PORT POE SWITCH, EXTREME NETWORKS, OR EQUAL	15.00000	EA	1800.000000	27000.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

X440-G2 X440-G224p-10GE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	1000BSX SFP MINI-GBIC TRANCEIVER , EXTREME NETWORKS,OR EQUAL	30.00000	EA	110.000000	3300.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

1Gps - 10051H

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	STANDARD POWER CORD, EXTREME NETWORKS,OR EQUAL	27.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

13A-5601313-U1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	ISR 4331, CISCO,OR EQUAL	1.00000	EA	2300.000000	2300.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

3GE,2NIM, 1SM,4G FLASH, 4G DRAM,IPB ISR4331/K9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	SOLNSUPP 8X5XNBD,ISR4331, CISCO,OR EQUAL	1.00000	EA	1500.000000	1500.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

3GE2NIM1SM4G FLASH 4G D CON-SSSNT-ISR4331K

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	ISR4321, CISCO,OR EQUAL	10.00000	EA	2300.000000	23000.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

2GE, 2NIM, 4G FLASH, 4G DRAM,IPB ISR4321/K9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	STACKING CABLE, EXTREME NETWORKS,OR EQUAL	4.00000	EA	60.000000	240.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

250084-00 0.5M

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	SOLNSUPP 8X5XNBD, CISCO,OR EQUAL	10.00000	EA	1500.000000	15000.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

ISR4321 2GE2NIM4G FLASH4G D CON-SSSNT-ISR4321K

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	ISR 1101 4 PORTS GE ETHERNET WAN ROUTER - C1101-4P	10.00000	EA	2000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

ISR 1101 4 PORTS GE ETHERNET WAN ROUTER - C1101-4P

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	SOLNSUPP 8X5XNBD ISR 1101 4 PORTS GE ETHERNET WAN ROUTER	10.00000	EA	3000.000000	30000.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

CON-SSSNT-CISR1K4P

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	IP BASE LICENSE FOR CISCO ISR 1100 4P SERIES-SL-110-4P-IPB	10.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112218			

Commodity Line Comments:

Extended Description:

IP BASE LICENSE FOR CISCO ISR 1100 4P SERIES-SL-110-4P-IPB

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	1109 M2M POWER SUPPLY ITEMP, OR EQUAL, 30 WATT AC	10.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

PWR-30W-I-AC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SECURITY LICENSE FOR CISCO, OR EQUAL, ISR 1100 4P SERIES	10.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81111801			

Commodity Line Comments:

Extended Description:

SL-110-4PC-SEC



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1028144		Reason for Modification:	
Doc Description: Addendum No. 2 - Network Switches and Related Equipment		Addendum No 2 is issued to publish questions and answers	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-02	2022-06-09 13:30	CRFQ 0932 DRS2200000012	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Toby L Welch* **FEIN#** 61-1371485 **DATE** 6-9-2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 2 is issued for the following reasons:

1) To publish a copy of vendors questions with responses.

--no other changes--

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	48 PORT POE SWITCH, EXTREME NETWORKS, OR EQUAL	12.00000	EA	2800	33600

Comm Code	Manufacturer	Specification	Model #
43221700	Jumper		FX2300-48P POF

Extended Description:
X440-G2 X440-G248p-10GE

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	24 PORT POE SWITCH, EXTREME NETWORKS, OR EQUAL	15.00000	EA	1900	28500

Comm Code	Manufacturer	Specification	Model #
43221700	Jumper		FX2300 24P POF

Extended Description:
X440-G2 X440-G224p-10GE

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	1000BSX SFP MINI-GBIC TRANCEIVER , EXTREME NETWORKS,OR EQUAL	30.00000	EA	110	330.00

Comm Code	Manufacturer	Specification	Model #
43221700	Jupiter		EX SFP 1GB-SX

Extended Description:
1Gps - 10051H

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	STANDARD POWER CORD, EXTREME NETWORKS,OR EQUAL	27.00000	EA	12.00	

Comm Code	Manufacturer	Specification	Model #
43221700			

Extended Description:
13A-5601313-U1

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	ISR 4331, CISCO,OR EQUAL	1.00000	EA	2300	2300

Comm Code	Manufacturer	Specification	Model #
43221700	<i>Toshiba</i>		<i>SQX320-SYS-PP P</i>

Extended Description:
3GE,2NIM, 1SM,4G FLASH, 4G DRAM,IPB ISR4331/K9

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	SOLNSUPP 8X5XNBD,ISR4331, CISCO,OR EQUAL	1.00000	EA	1500	1500

Comm Code	Manufacturer	Specification	Model #
43221700	<i>Toshiba</i>		

Extended Description:
3GE2NIM1SM4G FLASH 4G D CON-SSSNT-ISR4331K

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ISR4321, CISCO,OR EQUAL	10.00000	EA	2300	23000

Comm Code	Manufacturer	Specification	Model #
43221700	Junkin		52x320 SYS JB-D

Extended Description:
2GE, 2NIM, 4G FLASH, 4G DRAM,IPB ISR4321/K9

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	STACKING CABLE, EXTREME NETWORKS,OR EQUAL	4.00000	EA	60	240

Comm Code	Manufacturer	Specification	Model #
43221700			

Extended Description:
250084-00 0.5M

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	SOLNSUPP 8X5XNBD, CISCO,OR EQUAL	10.00000	EA	1500	15000

Comm Code	Manufacturer	Specification	Model #
43221700	J5-p ~		

Extended Description:
ISR4321 2GE2NIM4G FLASH4G D CON-SSSNT-ISR4321K

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	ISR 1101 4 PORTS GE ETHERNET WAN ROUTER - C1101-4P	10.00000	EA	2000	20,000

Comm Code	Manufacturer	Specification	Model #
43221700	J5-p ~		SRX3485YS

Extended Description:
ISR 1101 4 PORTS GE ETHERNET WAN ROUTER - C1101-4P

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	SOLNSUPP 8X5XNBD ISR 1101 4 PORTS GE ETHERNET WAN ROUTER	10.00000	EA	300	3,000

Comm Code	Manufacturer	Specification	Model #
43221700	<i>Juniper</i>		

Extended Description:
CON-SSSNT-CISR1K4P

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US		DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	IP BASE LICENSE FOR CISCO ISR 1100 4P SERIES-SL-110-4P-IPB	10.00000	EA	170	1,700

Comm Code	Manufacturer	Specification	Model #
81112218	<i>Juniper</i>		

Extended Description:
IP BASE LICENSE FOR CISCO ISR 1100 4P SERIES-SL-110-4P-IPB

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	1109 M2M POWER SUPPLY ITEM, OR EQUAL, 30 WATT AC	10.00000	EA	<i>112.16</i>	

Comm Code	Manufacturer	Specification	Model #
43221700			

Extended Description:
PWR-30W-I-AC

INVOICE TO		SHIP TO	
DIVISION OF REHABILITATION SERVICES STATE CAPITOL PO BOX 50890 CHARLESTON US	WV	DIVISION OF REHABILITATION SERVICES #10 MCJUNKIN ROAD NITRO US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SECURITY LICENSE FOR CISCO, OR EQUAL, ISR 1100 4P SERIES	10.00000	EA	<i>112.16</i>	

Comm Code	Manufacturer	Specification	Model #
81111801			

Extended Description:
SL-110-4PC-SEC

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 4:00 p.m.	2022-05-25

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Software Information Systems

Authorized Signature: Karen A. Smallwood Date: 6/2/22

State of Kentucky

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of June, 2022

My Commission expires January 22, 2025.

AFFIX SEAL HERE

NOTARY PUBLIC

Vanessa B. Murdy
Purchasing Affidavit (Revised 01/19/2018)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Karen Smallwood, Director of C&C
(Name, Title)

Karen Smallwood, Director of Contracts and Compliance

(Printed Name and Title)

165 Barr Street, Lexington, KY 40507

(Address)

859-977-4796/859-977-4750

(Phone Number) / (Fax Number)

Karen.Smallwood@convergetp.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Software Information Systems

(Company)

Karen A. Smallwood, Director of C&C
(Authorized Signature) (Representative Name, Title)

Karen Smallwood, Director of Contracts and Compliance

(Printed Name and Title of Authorized Representative)

6/2/2022

(Date)

859-977-4796/859-977-4750

(Phone Number) (Fax Number)

Revised 04/01/2022

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor: SIS, LLC

By: Karen A. Smallwood

Printed Name: Karen Smallwood

Title: Director of Contracts

Date: 6/2/22

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DRS22*12

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 checked="" 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

8-9-2012

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