



**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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 the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**REAL WORLD ADVANCE TECH TRAINING  
LIST OF MICROSOFT.NET PROGRAMMING TRAINING CLASSES  
AT THE STATE OF WV DESIGNATED LOCATION**

<b>Microsoft Course #</b>	<b>Course Description</b>	<b>Length of Class</b>
Course 2071	Querying Microsoft SQL Server 2000 With Transact-SQL	2 days
Course 2073	Programming a Microsoft SQL Server 2000 Database	5 days
Course 2185	Deploying and Managing Microsoft Commerce Server 2000	2 days
Course 2310	Developing Microsoft ASP.NET Web Applications Using Visual Studio.NET	5 days
Course 2379	Developing and Deploying Microsoft BizTalk Server 2000 Solutions	5 days
Course 2389	Programming with Microsoft ADO.NET	3 days
Course 2524	Developing XML Web Services Using Microsoft ASP.NET	3 days
Course 2555	Developing Microsoft .NET Applications For Windows (Visual C#.NET)	5 days
Course 2557	Building COM+ Applications Using Microsoft .NET Enterprise Services	5 days
Course 2565	Developing Microsoft .NET Applications For Windows (Visual Basic .NET)	5 days
Course 2640	Upgrading Web Development Skills from ASP to Microsoft ASP.NET	3 days
Course 2663	Programming with XML in the Microsoft .NET Framework	3 days
Course 2710	Analyzing Requirements and Defining Microsoft .NET Solution Architectures	5 days
Course 2779	Implementing a Microsoft SQL Server 2005 Database	3 days
Course 2780	Maintaining a Microsoft SQL Server 2005 Database	3 days
Course 2840	Implementing Security for Applications	5 days
Course 2933	Developing Business Process and Integration Solutions Using Microsoft BizTalk Server 2000	5 days
Course 2934	Deploying and Managing Business Process and Integration Solutions Using Microsoft BizTalk Server 2006	2 days

**REAL WORLD ADVANCE TECH TRAINING PRICING PAGE FOR  
MICROSOFT.NET PROGRAMMING TRAINING CLASSES  
AT THE STATE OF WV DESIGNATED LOCATION**

Class	Cost of Class (1 – 10 students)*	Instructional Materials	Total Cost (1-10 students)	Cost per Additional student	Cost/Student at Vendor Location**
2071	\$2,600.00	\$1,000.00	\$3,600.00	\$500.00	-
2073	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2185	\$2,600.00	\$1,000.00	\$3,600.00	\$500.00	-
2310	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2379	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2389	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2524	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2555	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2557	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2565	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2640	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2663	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2710	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2779	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2780	\$3,900.00	\$1,500.00	\$5,400.00	\$700.00	-
2840	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2933	\$6,500.00	\$2,500.00	\$9,000.00	\$800.00	-
2934	\$2,600.00	\$1,000.00	\$3,600.00	\$700.00	-

\* Vendor must include the cost of the instructor's travel and expense in the cost of the class.

\*\* In the situation that we have only one student that requires a particular class, this last column should show the cost per student if the class is taught at the vendor's location. Please provide a list of vendor class locations.