



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

Purchase Order

PURCHASE ORDER NO:
ISCF0072B

PAGE
1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

DEPARTMENT OF ADMINISTRATION
 IS&C DIVISION
 ONE DAVIS SQUARE
 POST OFFICE BOX 50110
 CHARLESTON, WV 25305-0110

06
 FILE LOCATION **3314**

Purchasing Division's File Copy

VENDOR

*506095159 304-343-0478
 EXECUTRAIN OF WEST VIRGINIA
 500 LEE STREET EAST SUITE 500
 CHARLESTON WV 25301

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DIVISION DIRECTOR
 ONE DAVIS SQUARE
 CHARLESTON, WV 25301 304-558-5472

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/04/2006		NET 30		311410592		MUL	
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL --	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001		LS	924-10		0.00000		
BLANKET OPEN-END CONTRACT THIS BLANKET OPEN-END CONTRACT IS FOR TRAINING CLASSES FOR MICROSOFT.NET PROGRAMMING. COST IS PER THE ATTACHED LIST OF CLASSES AND COST FOR EACH AT THE STATE'S DESIGNATED LOCATION. THIS AWARD IS PER THE REQUEST FOR QUOTATION DATED MARCH 16, 2006 AND ALL TERMS AND CONDITIONS CONTAINED THEREIN, AND THE VENDOR'S BID DATED APRIL 18, 2006. TRAINING CLASSES FOR MICROSOFT .NET PROGRAMMING EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MAY 10, 2006, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						DOA WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED MAY 10 2006 <i>Beverly Toler</i>	
						SCANNED	
						ENTERED	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED FOR ONE FISCAL YEAR

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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.



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

KRISTA FERRELL

304-558-2596

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>							
						TOTAL	

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SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.							
						TOTAL	

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

Microsoft Course #	Course Description	Length of Class
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.