



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.

ENTPRZ05

PAGE

1

BLANKET RELEASE

00

CHANGE ORDER

5

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

## AGENCY COPY

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

\*121145148 800-527-6389  
 SOFTWARE HOUSE INTERNATIONAL  
 2 RIVERVIEW DRIVE  
 SOMERSET NJ 08873

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/07/2006		NET 30		223009648			
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				
			CHANGE ORDER #05				
<p>THIS CHANGE ORDER IS ISSUED TO ADD THE SPECIAL ENTERPRISE ENROLLMENT - AMENDMENT 001. THIS CONTAINS SPECIAL PRICING THAT WAS WORKED OUT WITH THE VENDOR TO ALLOW THE REHABILITATION CENTER A SPECIAL PRICING PLAN.</p> <p>SEE THE ATTACHED DOCUMENTATION.</p> <p>*****NO ADDITIONAL CHANGES*****</p>						<p>WV STATE PURCHASING DIVISION          ADMINISTRATION UNIT          CERTIFIED ENCUMBERED</p> <p>JUL 13 2006</p> <p><i>Beverly Toler</i></p>	
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						<b>TOTAL</b>	

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY

BETTY FRANCISCO 304-558-0468  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED FOR FISCAL YEAR

**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.

Microsoft State and Local Government

Enterprise **Enrollment - Amendment 001**

Enterprise Agreement number <i>Reseller to complete</i>	01E65001	Microsoft Business Agreement number (if applicable) <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>	48054998	Proposal ID <i>Microsoft affiliate to complete</i>	CTM 000-dmills-s-03204

This amends the Microsoft State and Local Government Enterprise Enrollment (the "Enrollment") identified above between **WV Division of Rehabilitation Services** and Microsoft Licensing, GP as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the enrollment.

**I. Amendment.**

1. You represent and warrant that (i) circumstances beyond your control prevented you from renewing your prior Microsoft Enterprise Enrollment # 3134458 (the "Prior Enrollment") prior to the December 31, 2004 deadline that would have otherwise applied to such renewal purchase; and (ii) your purchasing procedure prevent you from executing this enrollment with the October 1, 2004 effective date that is required pursuant to the terms and conditions of the Enterprise Agreement, including but not limited to Product List. We therefore agree, notwithstanding anything to the contrary in the Enterprise Agreement (including but not limited to the Product List), to allow you to renew such Prior Enrollment pursuant to the execution of this new Microsoft Enterprise Enrollment, with an effective date of October 1, 2005. You acknowledge that, as a condition of such late renewal, the reference price for the initial order hereunder has been increased to account for the year during which Software Assurance coverage had lapsed.
2. On page 2 (two) of the enrollment, the paragraph entitled "**Effective Date**" is hereby amended and restated in its entirety as follows:  
  

**Effective Date.** *The effective date of this enrollment is October 1, 2005.*
3. Notwithstanding the reference price that would normally apply to a 3-year renewal order for the enterprise products, the reference prices that will apply to the initial order for this enrollment shall be as follows:

Product Description	Part #	Quantity	Annual Unit Reference Price	Annual Extended Reference Price	3-Year Total Reference Price
Office Pro Win32 Listed Languages SA MVL	269-05925	700	124.42	87,094.00	261,282.00
Windows Professional Listed Languages SA MVL	E85-01014	700	50.89	35,623.00	106,869.00
Exchange CAL Listed Languages SA MVL	381-01648	700	14.83	10,381.00	31,143.00
Windows CAL Listed Languages SA MVL	C78-01062	700	6.58	4,606.00	13,818.00
Sys Mgmt CAL Listed Languages SA MVL	355-00838	700	8.94	6,258.00	18,774.00
SQL CAL Listed Languages SA MVL	359-00852	700	33.02	23,114.00	69,342.00
Windows Svr Ent Win32 Listed Languages Lic/SA Pack MVL	P72-00164	4	1,068.63	4,274.52	12,823.56
Windows Svr Std Win32 Listed Languages Lic/SA Pack MVL	P73-00202	35	328.95	11,513.25	34,539.75
SQL Svr Standard Edtn Listed Languages Lic/SA Pack MVL	228-01720	7	587.47	4,112.29	12,336.87
Sys Mgmt Svr Ent Ed Listed Languages Lic/SA Pack MVL	271-01147	1	304.60	304.60	913.80
Exchange Svr Ent Listed Languages Lic/SA Pack MVL	395-02611	2	1,830.96	3,661.92	10,985.76
<b>Total</b>				<b>190,942.58</b>	<b>572,827.74</b>

**II. Effect of Amendment.**

Except as specifically amended by this amendment, all provisions of the enrollment shall remain unchanged and in full force and effect. You must execute and return 2 copies of this amendment to the address below on or before October 31, 2005 in order for the terms and conditions of this amendment to be considered by Microsoft Licensing, GP.

This amendment shall be effective as of October 1, 2004. When this amendment is fully executed, you will receive a confirming copy.

Microsoft Licensing, GP  
 Attn: Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, NV 89511-1137

Customer	Contracting Microsoft Affiliate
Name WV Division of Rehabilitation Services	Microsoft Licensing, GP
Signature <i>Patricia A. Shafer</i>	Signature <i>Joylene Hill</i> DEC 30 2005
Printed Name PATRICIA A. Shafer	Printed Name Joylene Hill
Printed Title TSC #	Printed Title Contract Administrator
Signature Date 10-31-05	Effective Date October 1, 2004

Prepared by: David Mills

# Microsoft

---

## Licensing, GP

MICROSOFT LICENSING, GP  
Dept. 551-Volume Licensing  
6100 Neil Road, Suite 210  
Reno, NV 89511-1137  
United States of America

Phone: (775) 823-5600  
Fax: (775) 826-9383

December 29, 2005

<b>Program:</b>	<b>Enterprise 6.1</b>
<b>Enrollment Number:</b>	<b>8054998</b>
<b>Enrollment Effective:</b>	<b>10/1/2005</b>
<b>Master Number:</b>	<b>01E65001</b>
<b>Master Effective:</b>	<b>8/19/2004</b>
<b>Master End Date:</b>	<b>8/31/2024</b>
<b>Large Account Reseller:</b>	Software House International

WV Division of Rehabilitation Services  
Capitol Complex  
Charleston, WV 25305-0890

Dear Patti Shafer,

Thank you for choosing Microsoft Enterprise. Your Microsoft Enterprise Enrollment, 8054998, has been amended due to **change of pricing terms**. This amendment was effective on October 1, 2005.

We would like to remind you that your Enterprise Master and Enrollment Agreement is subject to the terms and conditions of the Microsoft Business Agreement.

If you have any questions, please contact your local Large Account Reseller.

Sincerely,

MICROSOFT LICENSING, GP Worldwide Volume Licensing Operations



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.**  
 ENTPRZ05

**PAGE**  
 \_\_\_\_\_

**BLANKET RELEASE**  
 00

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

**CHANGE ORDER**  
 5

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR FOR

\*121145148      800-527-6389  
 SOFTWARE HOUSE INTERNATIONAL  
 2 RIVERVIEW DRIVE  
  
 SOMERSET NJ 08873

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/07/2006		NET 30		223009648			
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				
			RECEIPT TICKET FOR PURCHASE ORDER:			ENTPRZ05	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		099-00-01-001	LARGE ACCOUNT RESELLER FOR MICROSOFT				
			SIGNATURE _____			DATE _____	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE