



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.
IP04D

PAGE
1

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
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE OFFICE

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

RODNEY

*709044549 304-345-1360
 COMPUTER STORE INC OF WV
 915 QUARRIER STREET #5
 CHARLESTON WV 25301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/27/2004		NET 30		550567661			
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 #01				
<p>THIS CHANGE ORDER AUTHORIZES THIS VENDOR TO RESELL DELL COMPUTER CORPORATION PRODUCTS UNDER IP04D. DOCUMENTATION HAS BEEN SUPPLIED THAT INDICATES THEY ARE AN AUTHORIZED RESELLER FOR DELL PRODUCTS. SEE THE ATTACHED MANUFACTURER'S RESELLER CERTIFICATION.</p>							
<p>PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==></p>							
						<p>OCT 1 2004</p> <p><i>Beverly Toler</i></p>	
						<p>TOTAL</p>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE BY *BYA 9-27-04* OPEN END

George Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596
 BY *Charlyn Miller 9/27/04*
 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 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.

EXHIBIT C

MANUFACTURER'S RESELLER CERTIFICATION

The undersigned manufacturer hereby certifies that the below named vendor is a regular dealer in the undersigned manufacturer's products and is authorized to sell and service all such products. If awarded a contract with the State of West Virginia, the undersigned manufacturer WILL furnish such vendor subject to its normal business practices, the products being bid, and if the business relationship with this reseller should be altered or canceled, the manufacturer WILL immediately notify the State of West Virginia, Department of Administration, Information Services and Communications.

The undersigned manufacturer further guarantees that, in the event of a failure of the named vendor to satisfactorily fulfill any warranty services bid under the contract, it WILL upon request by the State of West Virginia honor its best commercial warranty requirements for units sold by that vendor, either directly or through other authorized manufacturer representatives.

This company provides this certification knowing and intending that the State of West Virginia WILL rely upon it when deciding whether to award a contract to the named vendor. The individual signing this agreement personally represents and warrants that they are duly authorized to sign this certification and bind the named company to the obligations hereby entered into.

DELL
Name of Manufacturer

TCS TECHNOLOGY SERVICES
Name of Vendor

Address:
147 E/M STREET
WEAVER, KY 40383
Telephone Number: 859-879-6524

Address:
4430 KANAWHA TURNPIKE, SUITE B
SOUTH CHARLESTON, WV 25309
Telephone Number: 304-345-1260

MICHAEL GORMLEY
Printed Signature Name

CHRISTOPHER L. HELLER
Printed Signature Name

[Signature]
Authorized Signature

[Signature]
Authorized Signature

ACCOUNT MANAGER
Title

PRESIDENT
Title

9/21/2004
Date Agreement Signed

9/22/04
Date Agreement Signed

Manufacturer agrees that the listed vendor is authorized to sell and service. If Manufacturer does not offer service authorizations, the Vendor MUST provide documentation from the manufacturer stating

THE HISTORY OF THE UNITED STATES

The first part of the history of the United States is the period of discovery and settlement. It begins with the arrival of Christopher Columbus in 1492 and continues through the early years of the 18th century. This period is characterized by the exploration of the continent and the establishment of the first permanent European settlements.

The second part of the history is the period of the American Revolution. It begins with the outbreak of the war in 1775 and ends with the signing of the Constitution in 1787. This period is marked by the struggle for independence from British rule and the formation of a new nation.

The third part of the history is the period of the early republic. It begins with the signing of the Constitution in 1787 and continues through the early years of the 19th century. This period is characterized by the development of the federal government and the expansion of the territory.

CHAPTER I
DISCOVERY AND SETTLEMENT

THE DISCOVERY OF AMERICA BY CHRISTOPHER COLUMBUS

Christopher Columbus, an Italian explorer, sailed across the Atlantic Ocean in 1492 and discovered the Americas. He was the first European to reach the continent, and his discovery opened the way for European settlement.

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THE SETTLEMENT OF THE EAST COAST

THE SETTLEMENT OF THE WEST COAST

THE SETTLEMENT OF THE MIDDLE WEST

THE SETTLEMENT OF THE SOUTH

THE SETTLEMENT OF THE NORTH

THE SETTLEMENT OF THE WEST

THE SETTLEMENT OF THE SOUTH

THE SETTLEMENT OF THE WEST

THE SETTLEMENT OF THE SOUTH

THE SETTLEMENT OF THE WEST

The fourth part of the history is the period of the American Civil War. It begins with the outbreak of the war in 1861 and ends with the signing of the Emancipation Proclamation in 1863. This period is marked by the struggle for the preservation of the Union and the abolition of slavery.



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V E N D O R
 *709044549 304-345-1360
 COMPUTER STORE INC OF WV
 915 QUARRIER STREET #5
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LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT	
	DELIVERY DATE					QTY	DATE
0001		205-43		HOURLY RATE			
SIGNATURE _____					DATE _____		
RECEIPT TICKET FOR PURCHASE ORDER: IP04D							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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