Purchase Order

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

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

*709065625 08 888-202-4682 HEWLETT PACKARD COMPANY 10810 FARNAM DR

OMAHA NE 68154

APPROVED AS TO FORM BY

ASSISTANT ATTORNEY GENERAL

PURCHASE ORDER NO. IPO8

PAGE

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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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

agency copy

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
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BY ORDER

DATE PRINTED TERMS OF SALE FEIN/SSN FUND. 06/11/2009 NET 30 941081436 SHIP VIA FREIGHT TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP VENDOR ITEM NO. LINE UNIT PRICE AMOUNT **DELIVERY DATE** CAT NO. ITEM NUMBER CHANGE ORDER #03 TO ADD NEW PART NUMBERS WITH IMAGING AND PRICES. THIS IMAGING WILL BE INSTALLED BY HEWLETT PACKARD AND WILL INCLUDE THE FOLLOWING: WINDOW XP SP3 WITH INTERNET EXPLORER 7 OFFICE 2007 PRO PLUS WITH SP2 AND THE SAVE AS PDF ADD IN ADOBE READER ADOBE FLASH PURCHASING DIVISION ADOBE SHOCKWAVE CERTIFIED ENCUMBERED MICROSOFT COMMUNICATOR JAVA JUN 1 7 2009 ROXIO DVD BURNING SOFTWARE Beverly Toler LIGHTSCRIBE SOFTWARE ON THE MODELS WITH LIGHTSCRIBE DVD BURNERS * WINDVD PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==> IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE D OPEN END TOTAL

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ADKINS

PURCHASING DIVISION AUTHORIZED SIGNATURE

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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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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PURCHASE ORDER NO.
IP08

PAGE 2

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0001	10/09/2009 COMPUTERS	EA	205-43	The second secon	.00000	
IF APPRO	VAL AS TO FORM IS REC	TOTAL				

Gasparino, Mike

Subject:

FW: IP08

Attachments: WVA_Custom Image process_v1.docx

Jo Ann, Here are the new part numbers with imaging and prices. All standards have been raised by 12.00 (the cost of imaging):

Description	Part Number with Imaging	Cost with Imaging	Previous Part Number
Tablet PC Model HP 2730P Elitebook EPEAT Gold	SF134UC#ABA	1109	AR398US#ABA
Tablet PC Model MP 2730P EIREBOOK EFEAT COM	SF553UC#ABA	684	AR395US#ABA
Standard Notebook Model HP 6730B EPEAT Silver	SF556UC#ABA	939	AR396US#ABA
Day Extender Notebook Model HP 8530P EPEAT Silver	NU663UC#ABA	820.6	AR397US#ABA
Traveling Worker Notebook Model HP 6530B EPEAT Silver	NU661UC#ABA	425	AT220US#ABA
Standard Desktop Model HP DC5800 EPEAT Gold			
Power User Desktop HP DC7900 Convertible Minitower EPEAT Gold	NU662UC#ABA	602	AR860US#ABA

Regards

Michael Gasparino

Hewlett-Packard Company

Contract Program Manager / Public Sector PH: 847-358-9128 / FX: 847-787-5573

Adkins, Jo A

From: Hall, Benton A

Sent: Monday, June 08, 2009 2:55 PM

To: Adkins, Jo A; Dolly, Edward

Cc: Baire, Nancy C

Subject: RE: IP08

If you want an exact list, they are a little different based on the model. If you want a generic list that is common to them all, then that is listed below.

Windows XP SP3 with Internet Explorer 7
Office 2007 Pro Plus with SP2 and the Save as PDF Add in
Adobe Reader
Adobe Flash
Adobe Shockwave
Microsoft Communicator
Java
Roxio DVD Burning software
Lightscribe software on the models with Lightscribe DVD burners
WinDVD

From: Adkins, Jo A

Sent: Monday, June 08, 2009 2:22 PM **To:** Dolly, Edward; Hall, Benton A

Cc: Baire, Nancy C Subject: IP08

Ed.

Received CTO approval for the HP part number with imaging. May I have a list of the software that is included in the imaging?

Thank you Jo Ann Adkins Senior Buyer 304-558-8802 (P) 304-558-4115 (F)

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