



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

Request for Quotation

RFQ NUMBER
LIB07195A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

*709065625 04 916-785-6239
HEWLETT PACKARD COMPANY
8000 FOOTHILLS BOULEVARD

ROSEVILLE CA 95747-6588

SHIP TO

LIBRARY COMMISSION

CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0620 558-2041

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 02/27/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **03/14/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|------------------|
| 0001 | 1 | LS | | 939-22 | | <i>26,640.00</i> |
| <p>HARDWARE AND SOFTWARE SUPPORT</p> <p>NEXT DAY HARDWARE SUPPORT AND SOFTWARE SUPPORT, LABOR, AND MATERIALS FOR SYSTEM HANDLE CP000HMKB105150 LOCATED AT NORTH KANAWHA STREET, BECKLEY, WV.</p> <p>NEXT DAY HARDWARE SUPPORT AND SOFTWARE SUPPORT, LABOR, AND MATERIALS FOR SYSTEM HANDLE CP000HMKB105991 LOCATE AT 404 PIKE STREET, CLARKSBURG, WV.</p> <p>SUCCESSFUL VENDOR MUST BE CERTIFIED HEWLETT-PACKARD SERVICE REPRESENTATIVE AND PROVIDE PROOF OF CERTIFICATION PRIOR TO AWARD. IT IS PREFERRED THAT THE CERTIFICATION BE PROVIDED WITH THE BID.</p> <p>EQUIPMENT LIST IS ATTACHED</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 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</p> | | | | | | |

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 2007 MAR 14 A 9:21
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Edward Wright* TELEPHONE **800-386-1115** DATE **3/13/07**

TITLE **Contract Specialist** # **94-1081436** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <p>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) SUCCESSIVE 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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <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>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>REV. 9/98</p> <p>PRICES MAY BE ADJUSTED AT THE TIME OF RENEWAL IN ACCORDANCE WITH THE FOLLOWING:</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p> | | | | | | |

*Not Applicable
 Jan 3/13/07*

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| LINE | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| DIVISION IN WRITING IMMEDIATELY. BIDDER: <i>HEWLETT-PACKARD COMPANY</i> DATE: <i>3/13/07</i> SIGNED: <i>Golden Wright</i> <i>Contract Specialist</i> TITLE: _____ * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |

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|--|----------|-----|---------|-------------|------------|--------|
| SEALED BID BUYER: 41 RFQ. NO.: LIB07195A BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>Send electronically to Karen.melvin-surface@hp.com</i> CONTACT PERSON (PLEASE PRINT CLEARLY): <i>KAREN MELVIN SURFACE</i> ***** THIS IS THE END OF RFQ LIB07195A ***** TOTAL: <u>\$ 26,640.00</u> | | | | | | |

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| HP Product # | Description | Serial Number | Qty. |
|--------------|---|---------------|------|
| | System Handle CP000HMKB105150 Location 221 N Kanawha Street, Beckley WV | | |
| HA101AC | Next Day Hardware Support Hardware Problem Diagnosis Online support Parts and Material provided Next Day Onsite Response Standard Office hours on Standard Office Days | | |
| A6752A | HP server RP7410 Solution | USR42494DL | 1 |
| A4902A | HP Rack System/E, 41U, quartz color | US00093665 | 1 |
| A6443A | 650 MHz PA8700 CPU, 2 pack | 6201825378 | 1 |
| A6443A | 650 MHz PA8700 CPU, 2 pack | 6201825638 | 1 |
| A6094A | Cell Board, Processor and Memory | 6201845745 | 1 |
| A6793A | Core I/O for server rp7410 | 6201842529 | 1 |
| A6097A | 2GB High Density SyncDRAM Memory Module | | 1 |
| A6097A | 2GB High Density SyncDRAM Memory Module | | 1 |
| A6725A | 73GB HotPlug Ultra SCSI Disk for rp7410 | SG3EK2BRBG | 1 |
| A6725A | 73GB HotPlug Ultra SCSI Disk for rp7410 | SG3EK2BRBG ? | 1 |
| A6182A | DAT 40GB DDS4 Drive for HP server | IE31420819 | 1 |
| A5159A | Dual Port FWD SCSI (PCI Bus) adapter | 3862924499 | 1 |
| J1530AZ | Factory Integration Rack Kit | | 1 |
| J1497B | HP 120lb Ballast Kit, quartz | | 1 |
| A5213AZ | HP Rear Door for 41U Quartz Rack | | 1 |
| A5499AZ | 30 Amp Power Distribution Relay Unit | | 1 |
| C7509A | Tape Array 5300 | SG02510304 | 1 |
| C7499A | HP DVD-ROM Array Model (flint) | DEH4247FHA | 1 |
| 301897-B22 | MSL5030L1 1 LT01 Drv RM ALL | US2BJ01024 | 1 |
| A5675A | HP Storage Works 2100 Disk Sys Field Rack | SG41070017 | 1 |
| A6539A | Add on 73GB 10K RPM Ultra SCSI Drive | | 1 |
| A6539A | Add on 73GB 10K RPM Ultra SCSI Drive | | 1 |
| | 24 x 7 Software Support SW Technical Support SW Electronic Support 24 hours, 7 days/week Holidays covered 2 hour Remote Response | | |
| A6752A | HP server rp7410 Solution | USR42494DL | 1 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825378 | 1 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825638 | 1 |
| B3920EA | HP-UX 11i v1 HP9000 FOE Media | | 1 |
| B3920EA#ABA | U S - English Localization | | 1 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL LTU | | 4 |
| B2491BA | MirrorDisk/UX License for Servers | | 1 |
| B2491BA#2AH | Per processor core license | | 4 |
| B392CA | OnLineJFS 3.3 License for HP 9000 Svrs | | 1 |
| B3929CA#2AH | Per processor core license | | 4 |

Notes:
Te WV Library Commission is a tax-exempt
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Please specify payment schedule if required.

| HP Product # | Description | Serial Number | Qty |
|--------------|---|---------------|-----|
| | System Handle CP000HMKB105991 Location: 404 W. Pike Street, Clarksburg, WV | | |
| HA101AC | Next Day Hardware Support Hardware Problem Diagnosis Online support Parts and Material provided Next Day Onsite Response Standard Office hours on Standard Office Days | | |
| A6752A | HP server RP7410 Solution | USR43105KE | 1 |
| A4902A | HP Rack System/E, 41U, quartz color | | 1 |
| A6443A | 650 MHz PA8700 CPU, 2 pack | 6201826924 | 1 |
| A6443A | 650 MHz PA8700 CPU, 2 pack | 6201825401 | 1 |
| A6094A | Cell Board, Processor and Memory | 6201845745 | 1 |
| A6793A | Core I/O for server rp7410 | | 1 |
| A6097A | 2GB High Density SyncDRAM Memory Module | | 1 |
| A6097A | 2GB High Density SyncDRAM Memory Module | | 1 |
| A6725A | 73GB HotPlug Ultra SCSI Disk for rp74/84 | JP3X92KX61 | 1 |
| A6725A | 73GB HotPlug Ultra SCSI Disk for rp74/84 | JP3X7MKDH7 | 1 |
| A6182A | DAT 40GB DDS4 Drive for HP server | IE31451169 | 1 |
| A5159A | Dual Port FWD SCSI (PCI Bus) adapter | 52SY472512 | 1 |
| J1530AZ | Factory Integration Rack Kit | | 1 |
| J1497B | HP 120lb. Ballast Kit, quartz | | 1 |
| A5213AZ | HP Rear Door for 41U Quartz Rack | | 1 |
| A5499AZ | 30 Amp Power Distribution Relay Unit | | 1 |
| C7509A | Tape Array 5300 | | 1 |
| C7499A | HP DVD-ROM Array Model (flint) | | 1 |
| A6539A | Add on 73GB 10K RPM Ultra SCSI Drive | | 1 |
| A6539A | Add on 73GB 10K RPM Ultra SCSI Drive | | 1 |
| 301897-B22 | MSL1 1 LT01 Drv RM ALL | US3BJ02818 | 1 |
| A5675A | HP Storage Works 2100 Disk Sys Feld Rack | SG41470354 | 1 |
| | 24 x 7 Software Support SW Technical Support SW Electronic Support 24 hours, 7 days/week Holidays covered 2 hour remote response | | |
| A6752A | HP server rp7410 Solution | USR43105KE | 1 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201826924 | 1 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825401 | 1 |
| B3920EA | HP-UX 11i v1 HP9000 FOE Media | | 1 |
| B3920EA#ABA | U.S. - English Localization | | 1 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL LTU | | 4 |
| B2491BA | MirrorDisk/UX License for Servers | | 1 |
| B2491BA#2AH | Per processor core license | | 4 |
| B392CA | OnLineJFS 3.3 License for HP 9000 Svrs | | 1 |
| B3929CA#2AH | Per processor core license | | 4 |

Notes:
The WV Library Commission is a tax-exempt
agency

Please specify payment schedule if required

AMENDMENT TO THE STATE OF WEST VIRGINIA AGREEMENT ADDENDUM
(WV-96)

For Hewlett-Packard Company (HP) AMP ID # 0325445531 and the HP Single Order Terms for Support (SO01SP, version#00.1), the following modification is hereby incorporated into the State of West Virginia Agreement Addendum WV-96 rev. 5/94:

Clause 13, Limitation of Liability – revise the clause to read as follows: “This Agency, as a state entity, cannot by law accept a limitation on a vendor’s liability. Any provision limiting the vendor’s liability or warranty to a certain dollar amount or to the amount of the contract is hereby deleted. HP shall be liable only for direct damages to persons or personal property to the extent of HP’s proven negligence by a West Virginia court of competent jurisdiction. However, in no event will HP be subject to consequential damages.”

IN WITNESS WHEREOF, HP and the Agency, each acting with proper authority, have caused this Amendment to form WV-96 to be executed as of the date(s) set forth below.

State of West Virginia

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Hewlett-Packard Company

Signature: Geraldine Wright

Printed Name: Geraldine Wright

Title: Contract Specialist

Date: 3/13/07



HP SINGLE ORDER TERMS FOR SUPPORT

A. HP BASE TERMS

1. DEFINITIONS

- a. *Affiliate* of a party means an entity controlling by, or under common control with that party
- b. *Deliverable* means the tangible work product resulting from the performance of Support excluding Products and Custom Products.
- c. *Hardware* means computer and related devices and equipment related documentation, accessories parts, and upgrades
- d. *HP Branded* means Products and Support bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate, and embedded HP selected third party Software that is not offered under a third party license agreement
- e. *Product* means Hardware and Software listed in HP's standard price list at the time of HP's acceptance of Customer order, and including products that are modified, altered, or customized to meet Customer requirements "Custom Products"
- f. *Software* means machine-readable instructions and data (and copies thereof) including middleware and firmware and related updates and upgrades, licensed materials user documentation, user manuals, and operating procedures.
- g. *Specification* means technical information about Products published in HP Product manuals, user documentation and technical data sheets in effect on the date HP delivers Products to Customer
- h. *Statement of Work* means an executed document so titled, that describes the Custom Support to be performed by HP under the Support Terms section
- i. *Support* means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by HP and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.
- j. *Transaction Document(s)* means an accepted Customer order (excluding pre-printed terms) and in relation to that order valid HP quotations, license terms delivered or otherwise made available to Customer with Software, HP published technical data sheets or service descriptions, HP limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statement of Work all as provided by HP, or other mutually executed documents that reference these HP Single Order Terms for Support ("Terms")
- k. *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such made available by HP to its customers (also called a "Release").

2. PRICES AND TAXES

- a. Prices Product and Support prices are specified in the current local published HP price list at the time HP receives Customer's order, or in a valid Transaction Document. Prices are subject to change at any time prior to HP's acceptance of Customer's order, unless stated otherwise in a Transaction Document
- b. Price Validity. Unless prices are changed by HP in accordance with these Terms, prices are valid for the period set forth in a Transaction Document. Product prices for an order remain valid for ninety (90) days from original order date unless otherwise quoted by HP
- c. Taxes Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on HP or on the Customer by any taxing authority (other than taxes imposed on HP's income) related to Customer's order, unless Customer has provided HP with an appropriate resale or exemption certificate for the delivery location. "Delivery location" means the location where HP transfers title or possession of Products to Customer or its designate or the location where Support is performed or, in the case of remote or intangible Support, where the Products being serviced are located.
- d. Withholding Tax If Customer is required by law to withhold and remit tax relating to Customer's order Customer shall:
 - 1 be entitled to reduce the payment by the amount of such tax;
 - 2 withhold and remit such tax to the applicable tax jurisdiction;
 - 3 assist HP to obtain the benefit of any reduced withholding tax under applicable tax treaties; and
 - 4 furnish to HP a tax certificate or other acceptable evidence of payment of such tax as required by the relevant taxing authorities.
- e. Financing. Third party financing transactions require advance notice to HP for appropriate tax treatment

3. CUSTOMER ORDERS

- a. Orders. Orders will be governed by these Terms and are subject to acceptance by HP. Orders must specify a "ship to" address and



have a delivery date within ninety (90) days from the order date unless otherwise provided in a Transaction Document

- b. Cancellation. Customer may cancel an order for Products (but not Custom Products) at no charge up to five (5) business days prior to the scheduled shipment date.
- c. Extended Delivery Dates. Changes to orders that extend delivery dates beyond ninety (90) days from the order date shall be considered new orders at the prices in effect when HP receives the changed order

4 DELIVERY

- a. Delivery. HP will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order within the country in which HP accepted the order. HP may elect in its sole discretion to deliver Software, Deliverables Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer in the country where HP accepted the order.
- b. Delivery Charges. Transportation and handling charges are payable by Customer and will be specified in an HP invoice unless otherwise specified in a Transaction Document. Special packing or shipping arrangements will be charged separately to Customer.
- c. Delivery Requirements. If HP is unable to meet Customer's Product delivery requirements, Customer may cancel that order, and such cancellation is Customer's sole remedy.

5 PAYMENT

- a. Payment Terms. Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of HP's invoice date. HP may change credit or payment terms for unfulfilled orders if, in HP's reasonable opinion, Customer's financial condition, previous payment record, or relationship with HP merits such change.
- b. Customer Default. HP may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under these Terms.
- c. Security Interest. HP retains a security interest in Products until payment. Customer shall execute any paperwork required by HP to effectuate any such security interest.

6 WARRANTY PROVISIONS

- a. Warranty Statements. HP limited warranty statements for Hardware, Software and Support, as applicable, are contained in their respective sections of these Terms. The limited warranties in these Terms are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
 - 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
 - 2. Customer's non-compliance with Specifications or Transaction Documents;
 - 3. improper or inadequate maintenance or calibration;
 - 4. Customer or third-party media, software, interfacing, supplies, or other products;
 - 5. modifications not performed or authorized by HP;
 - 6. virus, infection, worm or similar malicious code not introduced by HP; or
 - 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances transportation by Customer, or other causes beyond HP's control.
- e. Non-HP Branded Products and Support. HP provides third-party products, software, and services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.
- f. Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THESE TERMS ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7 INTELLECTUAL PROPERTY INFRINGEMENT

- a. Third-Party Claims HP will defend or settle any claim against Customer alleging that HP Branded Products or Support (excluding Custom Products and Custom Support) provided under these Terms infringes intellectual property rights in the country where they were sold, if Customer:
- 1 promptly notifies HP of the claim in writing;
 - 2 cooperates with HP in the defense of the claim; and
 - 3 grants HP sole control of the defense or settlement of the claim
- HP will pay infringement claim defense costs, HP-negotiated settlement amounts, and court-awarded damages.
- b. Remedies If such a claim appears likely, then HP may modify the HP Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If HP determines that none of these alternatives is reasonably available, then HP will issue Customer a refund equal to:
- 1 the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter; or
 - 2 if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support
- c. Exclusions HP has no obligation for any claim of infringement arising from:
- 1 HP's compliance with Customer or third party designs, specifications, instructions, or technical information;
 - 2 modifications made by Customer or a third party;
 - 3 Customer non-compliance with the Specifications or the Transaction Documents; or
 - 4 Customer use with products, software or services that are not HP Branded
- d. Sole and Exclusive This sub-section A.7 states HP's entire liability for claims of intellectual property infringement

8 INTELLECTUAL PROPERTY RIGHTS

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under these Terms. Customer will not register or use any mark or internet domain name that contains HP's trademarks (e.g. "HP", "hp", or "Hewlett-Packard")

9 RESTRICTED USE

Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold HP harmless from all loss, damage, expense, or liability in connection with such use.

10. LIMITATION OF LIABILITY AND REMEDIES

- a. Limitation of Liability. Except for the amounts in sub-section A.7 above and damages for bodily injury (including death) HP's total aggregate liability is limited to the amount paid by Customer for:
- 1 the Product; or
 - 2 Support during the period of a material breach up to a maximum of twelve (12) months;
- that in each case is the subject of the claim.
- b. Disclaimer of Consequential Damages. EXCEPT FOR CLAIMS BY A PARTY FOR INFRINGEMENT OF THEIR INTELLECTUAL PROPERTY RIGHTS AGAINST THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION
- c. Legal Theory. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE

11 GENERAL



- a. Electronic Orders and EDI Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to these Terms. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Customer and HP will adopt commercially reasonable security measures for password and access protection.
- b. Internal Use Products and Support acquired by Customer under these Terms are solely for Customer's own internal use and not for resale or sub-licensing.
- c. Force Majeure Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however this provision will not apply to Customer's payment obligations.
- d. Assignment Customer may not assign, delegate or otherwise transfer all or any part of its rights or obligations under these Terms without prior written consent from HP. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of HP Software licenses are subject to compliance with HP's Software license transfer policies.
- e. Export and Import Customer who exports, re-exports, or imports Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.
- f. Governing Law Disputes arising from these Terms will be governed by the law of the jurisdiction of the principal place of business of the HP Affiliate accepting the order to which the dispute relates and the courts of that locale will have jurisdiction, except that HP may, at its option, bring suit for collection in the country where the Customer Affiliate that placed the order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Claims arising or raised in the United States will be governed by the laws of the State of California, excluding rules as to choice and conflict of law.
- g. Bankruptcy If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned the other party may cancel any unfulfilled obligations.
- h. Survival Any provisions in these Terms which by their nature extend beyond the termination or expiration of any sale or license of Products or Support will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- i. Notices All notices that are required under these Terms will be in writing and will be considered effective upon receipt.
- j. Entire Agreement These Terms represent the entire agreement between HP and Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.
- k. Waiver Neither party's failure to exercise or delay in exercising any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.
- l. Order of Precedence Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:
 - 1. Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to Customer with Products;
 - 2. the sections of these Terms;
 - 3. all other Transaction Documents.
- m. Independent Contractor HP is an independent contractor in the performance under these Terms and neither HP nor any HP personnel are employees or agents of Customer. Nothing in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.



B. HP SUPPORT TERMS

1. SUPPORT SERVICES

- a. Description of Support HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents
- b. Ordering Support Customer may order Support:
 1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
 2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
 3. on a per-event basis; or
 4. at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
- c. Cancellation Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
- d. Return to Support If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
- e. Local Availability Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
- f. Support Warranty HP warrants that it will perform Support using generally recognized commercial practices and standards.
- g. Exclusive Remedies HP will re-perform Support not performed in accordance with the warranty herein. This sub-section B.1 g states HP's entire liability for Support warranty claims.

2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

- a. Pricing Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
- b. Additional Services Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
 1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
 2. Customer requests for repair for damage or failure attributable to the causes specified in sub-section A.6.d of the HP Base Terms ("Warranty Exclusions"); and
 3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS

Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.



4. STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. Minimum Configuration for Support Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration
- b. Eligibility. For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. Modifications. Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability and reliability, or to meet legal requirements
- d. Loaner Units. HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. Relocation. Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation
- f. Maximum Use Limitations. Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit
- g. Multi-Vendor Support. HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products

5. PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain system and network diagnostic and maintenance programs ("Proprietary Service Tools") for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
- e. provide remote connectivity through an HP approved communications line

6. CUSTOMER RESPONSIBILITIES

- a. Data Backup. To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. Temporary Workarounds. Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. Hazardous Environment. Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. Authorized Representative. Customer will have a representative present when HP provides Support at Customer's site
- e. Product List. Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period
- f. Documentation. If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP Trademark and copyright notices.

7. SUPPORTED SOFTWARE



Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level

8 ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. Compatible Cables and Connectors Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. Support for Accessories HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used
- c. Consumables Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. Replacement Parts Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. Service Providers HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9 ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. Designated Callers Customer will identify a reasonable number of callers as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers")
- b. Qualifications Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s) or both.
- c. HP IT Resource Center HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section B.9 b above.
- d. Telecommunication Charges Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service Tools.

Support Account Overview



AMP ID: 0325445531

Special Terms and Conditions No: S

Customer Address:

WEST VIRGINIA LIBRARY COMMISSION
1900 KANAWHA BLVD E
CHARLESTON WV 25305-0009

Hewlett-Packard Address:

HEWLETT-PACKARD COMPANY
8000 FOOTHILLS BLVD MS 5538
ROSEVILLE CA 95747-5538

Customer Contact:

Cris Spradling
Tel: (304) 558-3577
Fax:
E-mail cris@wvlc.lib.wv.us

HP Contact:

Stacie Shoob
Tel: 1-800-386-1115
Fax: 1-800-307-0361

The quoted prices are valid for ¹²⁰~~90~~ days from: 10/12/2006 *pro 3/13/07*

For more information on the format of this document visit www.hp.com/go/hpsdocs
Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable Exhibit E24

Your Support Access Options:

- Visit our web site at < www.itrc.hp.com > for IT Professionals or < www.hp.com/go/bizsupport > for Business Professionals
- Visit < www.esca.hp.com > to manage service agreement online or register to use Support Contract Assistant (SCA)

Please have your Service Agreement ID and Product#/Serial# available to expedite your support experience.

| Support Account Reference | Service Agreement ID | Coverage Period From: To: | Description | Contract Total/USD |
|------------------------------|----------------------|---------------------------|-------------|--------------------|
| CP000HMKB105150 | 1032 5445 5386 | 04/01/2007 03/31/2008 | USR42494DL | 13,320.00 |
| CP000HMKB105991 | 1032 4328 4571 | 04/01/2007 03/31/2008 | USR43105KE | 13,320.00 |
| Total Excluding Taxes | | | | 26,640.00 |
| Summary of Charges | | | | |
| Hardware Support | | | | 17,328.00 |
| Software Support-Labor | | | | 4,680.00 |
| Software Support-Materials | | | | 4,632.00 |
| Total Excluding Taxes | | | | 26,640.00 |

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Hewlett-Packard Co.
Andrew Wright
Contract Specialist
3/13/07

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: S
 Your PO Reference:
 CCRN Number: 0325445531

Support Account Reference:
CP000HMKB105150

HP Reference Number: 41348756

Equipment Address:
 BECKLEY RALEIGH PUBLIC LIBRARY
 221 N Kanawha St
 Beckley WV 25802

Software Update Address:
 BECKLEY RALEIGH PUBLIC LIBRARY
 221 N Kanawha St
 Beckley WV 25802

Hardware Contact:
 Larry Arnold
 Tel: (304) 438-3750
 Fax:

Software Contact:
 Larry Arnold
 Tel: (304) 438-3750
 Fax:

The quoted prices are valid for 90 days from: 10/12/2006
 Coverage from: 04/01/2007 to: 03/31/2008

Service Agreement ID: 1032 5445 5386 For Support, please call: 800-633-3600

| Product No. | Description | Serial No. | Coverage Period | | Qty | Price/USD |
|-------------|---|------------|-----------------|-----|-----|-----------|
| | | | from: | to: | | |
| HA101AC | HP Next Day HW Support | | | | | |
| | *** Hardware Support *** | | | | | |
| | HP Hardware Maintenance Onsite Support | | | | | |
| | Hardware Problem Diagnosis | | | | | |
| | Onsite Support | | | | | |
| | Parts and Material provided | | | | | |
| | Next Cov Day Onsite Response | | | | | |
| | Std Office Hrs Std Office Days | | | | | |
| | Travel Zone 2 | | | | | |
| A6752A | HP server rp7410 Solution | USR42494DI | | | 1 | 247 00 |
| A4902A | HP Rack System/E, 41U quartz color | US00093665 | | | 1 | 0 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825378 | | | 1 | 170 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825638 | | | 1 | 170 00 |
| A6094A | Cell Board, Processor and Memory | 6201845745 | | | 1 | 0 00 |
| A6793A | Core I/O for HP server rp7410 | 6201842529 | | | 1 | 0 00 |
| A6097A | 2GB High Density SyncDRAM Memory Mod | | | | 1 | 0 00 |
| A6097A | 2GB High Density SyncDRAM Memory Mod | | | | 1 | 0 00 |
| A6725A | 73GB HotPlug Ultra SCSI disk for rp74/84 | SG3EK2BRBG | | | 1 | 0 00 |
| A6725A | 73GB HotPlug Ultra SCSI disk for rp74/84 | SG3EK2BRBG | | | 1 | 0 00 |
| A6182A | DAI 40GB DDS4 drive for HP server | IE31420819 | | | 1 | 0 00 |
| A5159A | Dual Port FWD SCSI (PCI Bus) adapter | 3862924499 | 01/10/2007 | | 1 | 0 00 |
| J1530AZ | Factory Integration Rack Kit for | | | | 1 | 0 00 |
| J1479B | HP 120 lb. Ballast Kit, quartz | | | | 1 | 0 00 |
| A5213AZ | HP Rear Door for 41U Quartz Rack | | | | 1 | 0 00 |
| A5499AZ | 30 Amp Power Distribution Relay Unit | | | | 1 | 0 00 |
| C7508A | HP Iape Array 5300 | SG02510304 | | | 1 | 0 00 |
| C7499A | HP DVD-ROM Array Module (flint) | DEH4247FHA | | | 1 | 18 00 |
| 301897-B22 | MSL 5030L 1 1 L TO1 Drv RM ALL | US2BI01024 | | | 1 | 103 00 |

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S

Your PO Reference:

CCRN Number: 0325445531

| Product No. | Description | Serial No. | Coverage Period | | Qty | Price/USD |
|-------------|-------------|------------|-----------------|-----|-----|-----------|
| | | | from: | to: | | |

| | | | | | | |
|--------|--|------------|--|--|---|-------|
| A5675A | HP StorageWorks 2100 Disk Sys Field Rack | SG41070017 | | | 1 | 14 00 |
| A6539A | Add on 73GB 10K RPM Ultra 3 SCSI Drive | | | | 1 | 0 00 |
| A6539A | Add on 73GB 10K RPM Ultra 3 SCSI Drive | | | | 1 | 0 00 |

HA107AC HP Software 24x7 Support

*** Software Support ***

HP Software Technical Unlimited Support

- SW Technical Support
- SW Electronic Support
- 24 Hrs Std Office Days
- 24 Hrs Day 6
- 24 Hrs Day 7
- Holidays Covered
- 2 Hr Remote Response

| | | | | | | |
|-------------|--|------------|--|--|---|-------|
| A6752A | HP server rp7410 Solution | USR42494DL | | | 1 | 27 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825378 | | | 1 | 26 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825638 | | | 1 | 26 00 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL L IU | | | | 4 | 28 00 |
| B2491BA | MirrorDisk/UX License for Servers | | | | 1 | 0 00 |
| B2491BA#2AH | Per processor core license | | | | 4 | 16 00 |
| B3929CA | OnLineJFS 3 3 License for HP 9000 Svrs | | | | 1 | 0 00 |
| B3929CA#2AH | Per processor core license | | | | 4 | 72 00 |

HP Software Updates Service

- License to Use & SW Updates
- SW Updates on CD
- Doc Updates on CD

| | | | | | | |
|-------------|--|------------|--|--|---|-------|
| A6752A | HP server rp7410 Solution | USR42494DL | | | 1 | 21 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825378 | | | 1 | 20 00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825638 | | | 1 | 20 00 |
| B3920EA | HP-UX 11i v1 HP9000 FOE Media | | | | 1 | 0 00 |
| B3920EA#ABA | U.S. - English localization | | | | 1 | 0 00 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL L IU | | | | 4 | 32 00 |
| B2491BA | MirrorDisk/UX License for Servers | | | | 1 | 0 00 |
| B2491BA#2AH | Per processor core license | | | | 4 | 12 00 |
| B3929CA | OnLineJFS 3 3 License for HP 9000 Svrs | | | | 1 | 0 00 |
| B3929CA#2AH | Per processor core license | | | | 4 | 88 00 |

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S
Your PO Reference:
CCRN Number: 0325445531

| Product No. | Description | Serial No. | Coverage Period from: to: | Qty | Price/USD |
|-------------|-------------|------------|------------------------------|-----|-----------|
|-------------|-------------|------------|------------------------------|-----|-----------|

Summary of Charges

| | |
|-----------------------------------|-----------------|
| Hardware Support | 722 00 |
| Hardware Support Tax WV | 0 00 |
| Software Support-Labor | 195 00 |
| Software Support-Labor Tax WV | 0 00 |
| Software Support-Materials | 193 00 |
| Software Support-Materials Tax WV | 0 00 |
| TOTAL INCLUDING TAX | 1,110.00 |

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: S
 Your PO Reference:
 CCRN Number: 0324328452

Support Account Reference:
CP000HMKB105991

HP Reference Number: 41348785

Equipment Address:
 Clarksburg Harrison Public Library
 404 W PIKE ST
 CLARKSBURG WV 26301-2712

Software Update Address:
 CLARKSBURG HARRISON PUBLIC LIBRARY
 404 W PIKE ST
 CLARKSBURG WV 26301-2712

Hardware Contact:
 TAMMY RICHARDS
 Tel: (304) 627-2236
 Fax:

Software Contact:
 TAMMY RICHARDS
 Tel: (304) 627-2236
 Fax:

The quoted prices are valid for 90 days from: 10/12/2006
 Coverage from: 04/01/2007 to: 03/31/2008

Service Agreement ID: 1032 4328 4571 For Support, please call: 800-633-3600

| Product No. | Description | Serial No. | Coverage Period | | Qty | Price/USD |
|-------------|-------------|------------|-----------------|-----|-----|-----------|
| | | | from: | to: | | |

HA101AC HP Next Day HW Support

*** Hardware Support ***

HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Next Cov Day Onsite Response
- Std Office Hrs Std Office Days
- Travel Zone 3

| | | | | | | |
|---------|--|------------|------------|--|---|--------|
| A6752A | HP server rp7410 Solution | USR43105KE | | | 1 | 247 00 |
| A6443A | 650MHz PA8700 CPU. 2 pack | 6201826924 | | | 1 | 170 00 |
| A6443A | 650MHz PA8700 CPU. 2 pack | 6201825401 | | | 1 | 170 00 |
| A4902A | HP Rack System/E, 41U, quartz color | | | | 1 | 0 00 |
| A6094A | Cell Board. Processor and Memory | 6201834436 | | | 1 | 0 00 |
| A6793A | Core I/O for HP server rp7410 | | | | 1 | 0 00 |
| A6097A | 2GB High Density SyncDRAM Memory Mod | | | | 1 | 0 00 |
| A6097A | 2GB High Density SyncDRAM Memory Mod | | | | 1 | 0 00 |
| A6725A | 73GB HotPlug Ultra SCSI disk for rp74/84 | JP3X92KX61 | | | 1 | 0 00 |
| A6725A | 73GB HotPlug Ultra SCSI disk for rp74/84 | JP3X7MKDH7 | | | 1 | 0 00 |
| A6182A | DAI 40GB DDS4 drive for HP server | IE31451169 | | | 1 | 0 00 |
| A5159A | Dual Port FWD SCSI (PCI Bus) adapter | 52SY472512 | 01/10/2007 | | 1 | 0 00 |
| J1530AZ | Factory Integration Rack Kit for | | | | 1 | 0 00 |
| J1479B | HP 120 lb Ballast Kit quartz | | | | 1 | 0 00 |
| A5213AZ | HP Rear Door for 41U Quartz Rack | | | | 1 | 0 00 |
| A5499AZ | 30 Amp Power Distribution Relay Unit | | | | 1 | 0 00 |
| C7508A | HP Tape Array 5300 | | | | 1 | 0 00 |
| C7499A | HP DVD-ROM Array Module (flint) | | | | 1 | 18 00 |
| A6539A | Add on 73GB 10K RPM Ultra 3 SCSI Drive | | | | 1 | 0 00 |

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S
 Your PO Reference:
 CCRN Number: 0324328452

| Product No. | Description | Serial No. | Coverage Period | | Qty | Price/USD |
|-------------|-------------|------------|-----------------|-----|-----|-----------|
| | | | from: | to: | | |

| | | | | | | |
|------------|--|------------|--|--|---|--------|
| A6539A | Add on 73GB 10K RPM Ultra 3 SCSI Drive | | | | 1 | 0.00 |
| 301897-B22 | MSL 5030L 1 1 L TO1 Drv RM ALL | US3BJ02818 | | | 1 | 103.00 |
| A5675A | HP StorageWorks 2100 Disk Sys Field Rack | SG41470354 | | | 1 | 14.00 |

HA107AC HP Software 24x7 Support

*** Software Support ***

HP Software Technical Unlimited Support

- SW Technical Support
- SW Electronic Support
- 24 Hrs Std Office Days
- 24 Hrs Day 6
- 24 Hrs Day 7
- Holidays Covered
- 2 Hr Remote Response

| | | | | | | |
|-------------|--|------------|--|--|---|-------|
| A6752A | HP server rp7410 Solution | USR43105KE | | | 1 | 27.00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201826924 | | | 1 | 26.00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825401 | | | 1 | 26.00 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL LIU | | | | 4 | 28.00 |
| B2491BA | MirrorDisk/UX License for Servers | | | | 1 | 0.00 |
| B2491BA#2AH | Per processor core license | | | | 4 | 16.00 |
| B3929CA | OnLineJFS 3 3 License for HP 9000 Svrs | | | | 1 | 0.00 |
| B3929CA#2AH | Per processor core license | | | | 4 | 72.00 |

HP Software Updates Service

- License to Use & SW Updates
- SW Updates on CD
- Doc Updates on CD

| | | | | | | |
|-------------|--|------------|--|--|---|-------|
| A6752A | HP server rp7410 Solution | USR43105KE | | | 1 | 21.00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201826924 | | | 1 | 20.00 |
| A6443A | 650MHz PA8700 CPU, 2 pack | 6201825401 | | | 1 | 20.00 |
| B3920EA | HP-UX 11i v1 HP9000 FOE Media | | | | 1 | 0.00 |
| B3920EA#ABA | U S - English localization | | | | 1 | 0.00 |
| B9089AC | HP-UX HP9000 FOE w/o Sys PCL LIU | | | | 4 | 32.00 |
| B2491BA | MirrorDisk/UX License for Servers | | | | 1 | 0.00 |
| B2491BA#2AH | Per processor core license | | | | 4 | 12.00 |
| B3929CA | OnLineJFS 3 3 License for HP 9000 Svrs | | | | 1 | 0.00 |
| B3929CA#2AH | Per processor core license | | | | 4 | 88.00 |

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: S
Your PO Reference:
CCRN Number: 0324328452

| Product No. | Description | Serial No. | Coverage Period from: to: | Qty | Price/USD |
|-------------|-------------|------------|------------------------------|-----|-----------|
|-------------|-------------|------------|------------------------------|-----|-----------|

Summary of Charges

| | |
|-----------------------------------|-----------------|
| Hardware Support | 722.00 |
| Hardware Support Tax WV | 0.00 |
| Software Support-Labor | 195.00 |
| Software Support-Labor Tax WV | 0.00 |
| Software Support-Materials | 193.00 |
| Software Support-Materials Tax WV | 0.00 |
| TOTAL INCLUDING TAX | 1,110.00 |

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 03/13/2007

AMP ID: ML80045794

HP Invoice Group No: 60096111

Settlement Period from: 04/01/2007 to: 03/31/2008

Support Account Reference

04/01/2007
03/31/2008

CP000HMKB105150

13,320.00

CP000HMKB105991

13,320.00

Applicable tax to be added to the invoice.

Print Date 03/13/2007

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Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3 GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law
- 4 TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 PAYMENT - Any references to prepayment are deleted. Payment will be in arrears
- 6 INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7 RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted
- 8 FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9 STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted
- 10 SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted
- 11 ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void
- 12 ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 LIMITATION OF LIABILITY - ~~The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.~~
- 14 RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15 TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16 RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18 RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19 ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

3/13/07
JW

20 AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: HEWLETT-PACKARD Co.

Signed: _____

Signed: J. Alexander Wright

Title: _____

Title: Contract Specialist

Date: _____

Date: 3/13/07

3/13/07
JW
The amendment revised 3/13/07 to this addendum is incorporated herein and attached hereto.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

3/13/07
mu
 To the knowledge and belief of the individual signing this affidavit,
 Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: Hewlett-Packard Company

Authorized Signature: *Gracie Wright* Date: 3/13/07