



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.**  
 INKCRT07

**PAGE**  
 1

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

**CHANGE ORDER**

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

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

**VENDOR**  
 \*423132115 304-746-4434  
 POMEROY COMPUTER RESOURCES SAL  
 4013 WASHINGTON STREET WEST  
 CHARLESTON WV 25313

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/02/2007		NET 30		611352158			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	01/15/2007	EA	966-24-01-001		.000000		
BLANKET OPEN-END STATEWIDE CONTRACT THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY PRINTER CARTRIDGES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS AWARD IS PER THE FOLLOWING: REQUEST FOR QUOTATION DATED 09/25/2006 AND ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 10/31/06 VENDOR CONTACT INFORMATION: MIKE FERRARI 4013 WASHINGTON STREET W. CHARLESTON, WV 25313 PHONE: 800-227-8798 X114 FAX: 304-746-4439 COMPUTER LASER CARTRIDGES, INKJETS & RIBBONS							

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JAN - 8 2007

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  1/3/07

OPEN END

**TOTAL**

APPROVED FOR  
 ONE FISCAL YEAR  
*Dawn Whitfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>ONLY NEW CARTRIDGES MAY BE SUPPLIED THROUGH THIS CONTRACT. PRODUCTS THAT HAVE BEEN REBUILT WITH "NEW" MATERIAL DO NOT QUALIFY FOR THIS CONTRACT. ALL ITEMS SUPPLIED MUST BE ORIGINAL MANUFACTURER BRAND SPECIFIED.</p> <p>ALL PRICES INCLUDE ALL SHIPPING CHARGES TO ANY LOCATION WITHIN WEST VIRGINIA. THERE IS NO MINIMUM ORDER.</p> <p>ITEM(S) MUST BE DELIVERED TO THE ORDERING LOCATION WITHIN 24 HOURS AFTER RECEIPT OF THE ORDER.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 15, 2007, 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>					

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



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <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>					

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>					

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
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**INKCRT07 Pricing Sheet**

Item #	Cartridge #	Unit Cost
<b>Hewlett Packard</b>		
1	51626A	\$ 25.68
2	51629A	\$ 25.68
3	51641A	\$ 26.38
4	51645A	\$ 23.31
5	51649A	\$ 26.38
6	92274A	\$ 79.39
7	92298A	\$ 82.22
8	C1823D	\$ 26.17
9	C3900A	\$ 120.97
10	C3903A	\$ 70.16
11	C3906A	\$ 53.10
12	C3909A	\$ 150.04
13	C4092A	\$ 46.16
14	C4096A	\$ 78.30
15	C4127X	\$ 99.65
16	C4129X	\$ 127.88
17	C4151A	\$ 138.20
18	C4152A	\$ 138.20
19	C4153A	\$ 122.78
20	C4154A	\$ 315.82
21	C4155A	\$ 255.12
22	C4182X	\$ 147.10
23	C4191A	\$ 67.03
24	C4192A	\$ 97.28
25	C4193A	\$ 97.28
26	C4194A	\$ 97.28
27	C4195A	\$ 64.06
28	C4196A	\$ 168.48
29	C4197A	\$ 197.81
30	C4800A	\$ 26.17
31	C4801A	\$ 26.17
32	C4802A	\$ 26.17
33	C4803A	\$ 26.17
34	C4804A	\$ 50.38
35	C4805A	\$ 50.38
36	C4806A	\$ 50.38
37	C4810A	\$ 26.17
38	C4811A	\$ 26.17
39	C4812A	\$ 26.17
40	C4813A	\$ 26.17
41	C4841A	\$ 25.52
42	C4842A	\$ 25.52
43	C4843A	\$ 25.52
44	C4844A	\$ 25.52
45	C4921A	\$ 26.17
46	C4922A	\$ 26.17
47	C4923A	\$ 26.17
48	C5010AN	\$ 22.61
49	C5011AN	\$ 17.05

**INKCRT07 Pricing Sheet**

Item #	Cartridge #	Unit Cost
50	C5023A	\$ 54.31
51	C5024A	\$ 54.31
52	C5025A	\$ 54.31
53	C5026A	\$ 54.31
54	C6578AN	\$ 45.05
55	C6578DN	\$ 26.17
56	C6614DN	\$ 24.47
57	C6615DN	\$ 22.24
58	C6625AN	\$ 24.21
59	C6656AN	\$ 15.74
60	C6657AN	\$ 26.17
61	C6658AN	\$ 19.20
62	C7115A	\$ 48.05
63	C8061X	\$ 99.65
64	C8543X	\$ 215.31
65	C8727AN	\$ 14.43
66	C8728AN	\$ 16.91
67	C9700A	\$ 64.66
68	C9701A	\$ 77.88
69	C9702A	\$ 77.88
70	C9703A	\$ 77.88
71	C9704A	\$ 135.24
72	C9720A	\$ 121.00
73	C9721A	\$ 163.71
74	C9722A	\$ 163.71
75	C9723A	\$ 163.71
76	C9730A	\$ 174.98
77	C9731A	\$ 245.56
78	C9732A	\$ 245.56
79	C9733A	\$ 245.56
80	Q1138A	\$ 121.77
81	Q1339A	\$ 158.96
82	C4836A	\$ 25.52
83	C4837A	\$ 25.52
84	C4838A	\$ 25.52
85	C9362WN	\$ 12.03
86	C9361WN	\$ 15.38
87	C8766WN	\$ 18.69
88	C8767WN	\$ 23.59
89	C9351AN	\$ 12.03
90	C9352AN	\$ 13.84
91	Q2670A	\$ 103.21
92	Q2671A	\$ 102.62
93	Q2672A	\$ 102.62
94	Q2673A	\$ 102.62
95	Q3960A	\$ 64.66
96	Q3961A	\$ 77.88
97	Q3962A	\$ 77.88
98	Q3963A	\$ 77.88
99	Q3946A	\$ 77.88
100	Q2612A	\$ 54.57

**INKCRT07 Pricing Sheet**

<b>Item #</b>	<b>Cartridge #</b>	<b>Unit Cost</b>
101	Q6511A	\$ 96.68
102	Q5949A	\$ 55.75
103	Q2613A	\$ 55.75
104	Q2610A	\$ 93.71
105	Q2624A	\$ 55.75
<b>Dell</b>		
106	7Y743	\$ 25.36
107	7Y743	\$ 25.36
<b>Lexmark</b>		
108	12A1451	\$ 147.67
109	12A1452	\$ 147.67
110	12A1453	\$ 147.67
111	12A1454	\$ 108.88
112	12A1455	\$ 274.80
113	1361750	\$ 126.51
114	1361751	\$ 73.31
115	1361752	\$ 67.41
116	1361753	\$ 67.41
117	1361754	\$ 67.41
118	1380950	\$ 260.28
119	1382050	\$ 29.59
120	1382060	\$ 32.69
121	1382150	\$ 267.94
122	1382925	\$ 176.41
123	08A0477	\$ 126.59
124	10B042C	\$ 327.49
125	10B042K	\$ 153.63
126	10B042M	\$ 327.49
127	10B042Y	\$ 327.49
128	10N0217	\$ 14.60
129	10N0227	\$ 15.87
130	12A0725	\$ 271.96
131	12A1970	\$ 24.54
132	12A5845	\$ 249.53
133	12A6835	\$ 249.53
134	12A6865	\$ 279.19
135	12A7462	\$ 265.94
136	12A7465	\$ 287.01
137	13T0101	\$ 84.41
138	15G041C	\$ 165.26
139	15G041K	\$ 100.57
140	15G041M	\$ 165.26
141	15G041Y	\$ 165.26
142	15W0900	\$ 162.81
143	15W0901	\$ 162.81

**INKCRT07 Pricing Sheet**

Item #	Cartridge #	Unit Cost
144	15W0902	\$ 162.81
145	15W0903	\$ 108.88
146	16G0055	\$ 35.81
147	17G0050	\$ 23.01
148	17G0060	\$ 27.24
149	17G0152	\$ 103.41
150	18L0000	\$ 35.04
151	20K0500	\$ 92.81
152	20K0501	\$ 92.81
153	20K0502	\$ 92.81
154	20K0503	\$ 81.30
155	4K00199	\$ 200.19
<b>Epson Inkjet</b>		
156	T008201	\$ 14.03
157	T009201	\$ 21.12
158	T019201	\$ 21.12
159	T020201	\$ 17.57
160	T032120	\$ 24.68
161	T032220	\$ 9.29
162	T032320	\$ 9.29
163	T032420	\$ 9.29
Rebate for returned cartridges		
All toner cartridge orders received prior to 2:30PM shall be delivered the next business day. NOTE: This cannot be prior to 2:00 p.m.		



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RECEIPT TICKET FOR PURCHASE ORDER: INKCRT07							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	966-24	01-001		COMPUTER LASER CARTRIDGES, INKJETS			
SIGNATURE _____				DATE _____			

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