

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

Purchase Order

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PURCHASE ORDER NO. IP06

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 COP

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

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

BY ORDER

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*C05144449

412-571-1918

LENOVO

ONE MANHATTANVILLE RD #PH

PURCHASE NY 10577-2100

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 12/06/2005 NET 30 522449153 SHIP VIA F.O.B FREIGHT TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL UOP QUANTITY VENDOR ITEM NO. LINE **UNIT PRICE** AMOUNT **DELIVERY DATE** CAT. NO. ITEM NUMBER BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE VARIOUS COMPUTERS, MUNITUKS AND INTERPRETATION UNIT OF ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL WYSTATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED THIS AWARD IS PER THE FOLLOWING: DEC - 7 2005 REQUEST FOR PROPOSAL DATED SEPTEMBER 29, 2005, AND SPECIFICATIONS ATTACHED THERETO. Beverly Toler 2. ADDENDUM # 01 DATED SEPTEMBER 30. ADDENDUM # 02 DATED OCTOBER 18, 2005, AND ALL З. INFORMATION ATTACHED THERETO. 4. VENDOR'S PROPOSAL DATED OCTOBER 28, 2005. COST: SEE THE ATTACHED VENDOR COST PROPOSAL, DATED NOVEMBER 1, 2005, 4 PAGES; ALSO THE OPTIONAL SPECIFICATION COST, DATED NOVEMBER 1, 2005, OPEN END

IF APPROVAL ASTO-FORM

TOTAL

BETTY FRANCIS*©*O

304-558-0468

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

VIŠION AUTHORIZĒD 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.
- 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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BY ORDER

412-571-1918

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AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

PURCHASE NY 10577-2100

ALL STATE AGENCIES

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WV-96

Rev. 5/94

AGREEMENT ADDENDUM

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

- 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.
- 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.
- 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. <u>SIMILAR SERVICES</u> 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. <u>ASSIGNMENT</u> 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. <u>LIMITATION OF LIABILITY</u> 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. <u>TERMINATION CHARGES</u> 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. <u>INSURANCE</u> 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. <u>RIGHT TO NOTICE</u> 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.
- 20. <u>AMENDMENTS</u> 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: Statewell	Company Name:
Signed: Laur Day	Signed: Kaw Can
Title: Cashistant Director	Title: DC Sales Specialist
Date: 0.06 7, 2005	Date:





Section VI. Cost

ALL COSTS SHALL INCLUDE SUPPORT, WARRANTY, SHIPPING, AND HANDLING, AND SHALL REFLECT A PER UNIT COST, FOR EASE OF COMPARISON. (Availability of Educational pricing, for applicable State facilities, shall be included.)

Vendor must clearly indicate the percentage below list price being proposed for this Volume Purchasing Agreement, and that standard discount SHALL apply for any and all items procured from a resulting contract. The State clearly understands that discounts for Education pricing may differ, but must be congruent throughout the cost response for that section.

Lenovo Response:

Based on the State of West Virginia's desire to standardize on a single OEM agreement (Section 1.2, Project description), the proposed Lenovo pricing is based on a sole source award of the Request for Proposal (Req # IP06).

HARDWARE UNIT	Current List Price	% Discount	Single Unit Cost
STANDARD DESKTOP (includes 4 th year warranty and ground shipping)	\$997	45%	\$548
POWER WORKSTATION (includes 4 th year warranty and ground shipping)	\$1305	35%	\$848
STANDARD LAPTOP (includes 4 th year warranty and ground shipping)	\$1973	41%	\$1164
TABLET PC (includes X4 Dock and Combo Drive, 4 th year warranty and ground shipping)	\$2898	33%	\$1941
GRAND TOTAL:			\$4501

ALL <u>OPTIONAL</u> DEVICES REQUESTED IN SECTION 3, TECHNICAL SPECIFICATIONS, SHALL BE LISTED BY THE VENDOR, IN A FORMAT SIMILAR TO THE COST TABLE ABOVE, FOR COMPARISON PURPOSES.

OPTIONAL DEVICES	Current List Price	% Discount	Single Unit Cost
Standard Desktop / Power Desktop			
256mb upgrade – p/n 73P4970	\$43	15%	\$36
512mb upgrade – p/n 73P4971	\$78	15%	\$66
1GB upgrade – p/n 73P4972	\$157	15%	\$133
2GB upgrade – p/n 73P4973	\$1860	15%	\$1581
External USB Floppy Drive – p/n 05k9276	\$55	15%	\$46
Internal 3.5 Floppy Drive – p/n 29R8835 (added as part of custom model)	\$12	15%	\$10
Internal 48x/32x/48x/16x CDRW/DVD Combo Drive – p/n 73P3300	\$100	15%	\$85





OPTIONAL DEVICES	Current List	% Discount	Single Unit
	Price		Cost
Standard Laptop			
Multi-Burner Plus Ultrabay Enhanced Drive -	\$249	15%	\$211
p/n 73P3312			
256mb upgrade – p/n 73P3840	\$43	15%	\$36
512mb upgrade – p/n 73P3842	\$98	15%	\$83
1GB upgrade – p/n 73P3844	\$255	15%	\$216
40GB / 5400 rpm – p/n 08K9816	\$169	15%	\$143
60GB / 5400 rpm – p/n 73P3357	\$249	15%	\$211
80GB / 5400 rpm – p/n 09N4273	\$299	15%	\$254
Portable 40GB USB Hard Drive – p/n 22P7196	\$219	15%	\$186
Portable 80GB USB Hard Drive – p/n 40Y8726	\$259	15%	\$220
IBM Enhanced Performance Keyboard – p/n	\$39	15%	\$33
73P2620			
2 button USB Optical Mouse – p/n 06P4069	\$15	15%	\$12
Targus Nylon Carrying Case – 10k0207	\$49	15%	\$41
Targus Leather Carrying Case – 10k0209	\$99	15%	\$84
ThinkPad 6 cell battery – p/n 92p1101	\$159	15%	\$135
ThinkPad 9 cell battery – p/n 92P1102	\$179	15%	\$152
72W AC Adapter – p/n 02k6699	\$49	15%	\$41
Tablet		,	
ThinkPad X41 Tablet Sleeve – p/n 30R4959	\$49	15%	\$41
Standard 4 Cell Li-Ion Battery – p/n 73P5167	\$129	15%	\$109
Extended 9 Cell Li-Ion Battery – p/n 73P5168	\$159	15%	\$135
56W Ultraportable AC Adapter – p/n 02k6880	\$39	15%	\$33
GRAND TOTAL:			\$4333

The Cost Evaluation will involve taking the single unit cost and multiplying it by a weighted number based on past procurement trends and future expectations for that type of hardware. The resulting number from the Standard Desktops, Power Workstations, Standard Laptop, and Tablet PC will be added together to come up with the Grand Total.

OPTIONAL SPECIFICATION COST:

HARDWARE UNIT	Current	% Discount	Single Unit
	List Price		Cost
STANDARD LASER PRINTER (system unit only)	1927.76	5%	1831.37
STANDARD	3097.19	5%	2942.33
INDIVIDUAL-USER/SMALL WORKGROUP LASER			
PRINTER (system unit only)			
STANDARD INKJET PRINTER	n/a	n/a	n/a
17" CRT MONITOR	\$159	22%	\$124
19" CRT MONITOR	\$209	16%	\$174
20-21" CRT MONITOR	n/a	n/a	n/a
17" LCD MONITOR	\$319	26%	\$234
19" LCD MONITOR	\$399	25%	\$299
20-21" LCD MONITOR	\$799	27%	\$579





HARDWARE UNIT	Current	% Discount	Single Unit
	List Price		Cost
NON-WARRANTY HOURLY LABOR RATE (e.g. on-site	\$90	23%	\$69
installation)	Level 1		
	Tech		
	installation		
	services		
	(per hr)		
	(unbox,		
	place, pick		
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	packaging)		
NON-WARRANTY HOURLY LABOR RATE - (MSCE	\$130	18%	\$106
<u>certified tech)</u>	Level 2 Tech		
	installation		•,
	services (per		
	hr)		Ì
	(unbox,		
	place, pick		
	up		
	packaging)		
IMAGE per PC	\$25	40%	\$15
GRAND TOTAL:			

OPTIONAL SERVICES	Current List	% Discount	Single Unit
•	Price		Cost
PC installation (per PC)	\$70	15%	\$59
Network printer installation	\$50	18%	\$41
Network printer installation - per node to attach	\$10	40%	\$6
Travel (ad hoc support via L1 and L2 techs)	\$60	21%	\$47

EDUCATIONAL PRICING

HARDWARE UNIT	Current List Price	% Educational Discount	Single Unit Cost
STANDARD DESKTOP (includes 4th year	\$997	45%	\$548
warranty and ground shipping)			
POWER WORKSTATION (includes 4th year	\$1305	35%	\$848
warranty and ground shipping)			
STANDARD LAPTOP (includes 4 th year	\$1973	41%	\$1164
warranty and ground shipping)			
TABLET PC (includes X4 Dock and Combo	\$2898	33%	\$1941
Drive, 4 th year warranty and ground			
shipping)			
GRAND TOTAL:			\$4501





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	\$1860	15%	\$1581
External USB Floppy Drive – p/n 05k9276	\$55	15%	\$46
Internal 3.5 Floppy Drive – p/n 29R8835 (added	\$12	15%	\$10
as part of custom model) Internal 48x/32x/48x/16x CDRW/DVD Combo	#100	150	40.5
	\$100	15%	\$85
Drive – p/n 73P3300			
Standard Laptop	0040	1 5 04	
Multi-Burner Plus Ultrabay Enhanced Drive –	\$249	15%	\$211
p/n 73P3312	0.40	1 7 04	
256mb upgrade – p/n 73P3840	\$43	15%	\$36
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40GB / 5400 rpm – p/n 08K9816	\$169	15%	\$143
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Standard 4 Cell Li-Ion Battery – p/n 73P5167	\$129	15%	\$109
Extended 9 Cell Li-Ion Battery – p/n 73P5168	\$159	15%	\$135
56W Ultraportable AC Adapter – p/n 02k6880	\$39	15%	\$33
GRAND TOTAL:			\$4333

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OPTIONAL SPECIFICATION COST:

STANDARD LASER PRINTER	Price		1 -
STANDARD LASER PRINTER			Cost
	1927.76	5%	1831.37
STANDARD	3097.19	5%	2942.33
INDIVIDUAL-USER/SMALL WORKGROUP LASER			
PRINTER			
STANDARD INKJET PRINTER	n/a	n/a	n/a
17" CRT MONITOR	\$159	22%	\$124
19" CRT MONITOR	\$209	16%	• \$174
20-21" CRT MONITOR	n/a	n/a	n/a
17" LCD MONITOR	\$319	26%	\$234
19" LCD MONITOR	\$399	25%	\$299
20-21" LCD MONITOR	\$799	27%	\$579
NON-WARRANTY HOURLY LABOR RATE (e.g. on-site	\$90	23%	\$69
installation)	Level 1 Tech		
	installation		
	services (per		
	hr)		
	(unbox,		İ
	place, pick		
	up		
	packaging)		
NON-WARRANTY HOURLY LABOR RATE - (MSCE	\$130	18%	\$106
certified tech)	Level 2 Tech		-
	installation		
	services (per		
	hr)		
	(unbox,		
	place, pick		
	up		
	packaging)		
IMAGE per PC	\$25	40%	\$15
GRAND TOTAL:			

OPTIONAL SERVICES	Current List	% Discount	Single Unit Cost	
	Price			
PC installation (per PC)	\$70	15%	\$59	
Network printer installation	\$50	18%	\$41	
Network printer installation - per node to	\$10	40%	\$6	
attach	•			
Travel (ad hoc support via L1 and L2 techs)	\$60	21%	\$47	

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

Purchase Order

SHIP

T O PURCHASE ORDER NO. IP06 PAGE

BLANKET RELEASE 00 CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

REPRINT NUMBER

1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*C05144449 412-571-1918 LENOVO ONE MANHATTANVILLE RD #PH

PURCHASE NY 10577-2100

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ALL STATE AGENCIES

BY ORDER

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

TOTAL