



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.
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 PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
8

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

-Z>O-CO F O

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

K W Z D O E

*C05144449 412-571-1918
 LENOVO
 707 WESTCHESTER AVE STE 305
 WHITE PLAINS NY 10604-3153

S H I P T O

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
02/21/2007	NET 30	522449153			
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #08		
	TO CORRECT NEW CONTACT INFORMATION:				
	COURTNEY CLIFFORD				
	LENOVO DIRECT SALES				
	PHONE: (877) 338-4465, EXT 6346				
	FAX: (480) 889-8500				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		
					PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 23 2007 <i>Beverly Toler</i>

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BS 7 2-21-07*

OPEN END
TOTAL

Deanne Wayfield
 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.



8123 S Hardy Drive
Tempe, AZ 85284

RECEIVED
2007 JAN 30 AM 4:10
WV PURCHASING
DIVISION

February 5, 2007

Betty L. Francisco, Senior Buyer
West Virginia Purchasing Division
2019 Washington Street E
PO Box 50130
Charleston, WV 25305-0130

Dear Ms. Francisco –

I would like to take this time to introduce myself to you as the new Lenovo contact in the State of West Virginia. I will handle the IP06 Purchasing contract for all purchases made by the State of West Virginia through Lenovo.

My contact information is as stated below:

Courtney Clifford, Account Manager
Lenovo Direct Sales
(877) 338-4465, ext 6346 – Direct
(480) 889-8500 – Fax
ccliffor@directlenovo.com

Please let this letter serve as confirmation of this contact change from your prior Account Manager, Charles Wheeler. If you should have any questions and/or concerns, please feel free to contact me.

Thank you and have a nice day.

Sincerely,

Courtney Clifford, Lenovo Direct Alliance

Matthew Meersman, Lenovo Business Unit Executive



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INVOICE TO

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

VENDOR

*C05144449 412-571-1918
 LENOVO
 707 WESTCHESTER AVE STE 305
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SHIP TO

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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER			QTY	DATE
0001	205-43		COMPUTERS				
RECEIPT TICKET FOR PURCHASE ORDER:						IP06	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	205-43			COMPUTERS			
SIGNATURE _____					DATE _____		

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE