



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.  
 IP08

PAGE  
 1

BLANKET RELEASE  
 00

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  
 \*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
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	10/09/2009	EA	205-43		.00000		
COMPUTERS							
BLANKET OPEN-END STATEWIDE CONTRACT							
TO PROVIDE VARIOUS COMPUTERS AND MONITORS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.							
*****							
*****							
THE AWARD IS PER THE FOLLOWING:							
1.) THE REQUEST FOR QUOTATION DATED 06/04/2008 AND SPECIFICATIONS ATTACHED THERETO.							
2.) ADDENDUM NO. 1 DATED 06/11/2008							
3.) ADDENDUM NO. 2 DATED 06/19/2008							
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						OCT 10 2008 <i>Dan Miller</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  OPEN END  
 TOTAL

APPROVED FOR  
 ONE FISCAL YEAR  
*Dan Miller*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS*  
 JO ANN ADKINS 304-558-8802  
 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 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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.  
 IP08

PAGE  
 2

BLANKET RELEASE  
 00

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

INVOICE TO

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

VENDOR

\*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
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				
4.)	ADDENDUM NO.	3	DATED 06/27/2008				
5.)	ADDENDUM NO.	4	DATED 06/30/2008				
6.)	ADDENDUM NO.	5	DATED 07/07/2008				
7.)	ADDENDUM NO.	6	DATED 07/25/2008				
8.)	AND THE VENDOR'S QUOTE DATED 08/22/2008						
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 10, 2008 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.							
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.							
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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.  
 IP08

PAGE  
 3

BLANKET RELEASE  
 00

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

INVOICE TO

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

VENDOR

\*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
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				
<p>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> <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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL



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.
IP08

PAGE
4

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

\*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<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> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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.  
 IP08

PAGE  
 5

BLANKET RELEASE  
 00

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

INVOICE TO

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

VENDOR

\*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
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				
CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							
						TOTAL	

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## Attachment A (Revised 072908)

Changes in the specifications noted below in bold in and "strikethrough" are from the State's Addendum #3 "Revised" and Addendum #4.

### DESKTOP CONFIGURATION - STANDARD

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo E6550 E7000 or above	Intel Core 2 Duo E7200	1090.01	62.11%	413
Chipset	Intel Q33	Intel Q33 Express Chip Set			
Memory	2GB DDR2*	2GB PC2-6400 DDR2-800 (2x1GB)			
Hard Drive	80GB SATA or SATA II	80GB SATA NCQ HDD SMART IV			
Optical Drive	CDRW/DVD Reader	SATA 48X/32X CDRW/DVD Combo Drive			
Graphics	Integrated	Intel Graphics Media Accelerator 3100 integrated graphics			
Floppy	(Optional)	None - Optional			
USB Ports	Four rear, two front	Rear: (6) USB 2.0 Front: (2) USB 2.0			
NIC	Integrated 10/100/1,000	Integrated Intel 82566DM Gigabit Network Connection Ethernet			
Serial Ports	One (optional)	(1) standard with (1) optional			
Parallel Ports	One	HP Parallel Port Adapter included			
Warranty	Four years, on-site	4 Year Next Business Day Onsite Warranty	129	64%	46
				Total Cost:	\$459
		<b>ESTIMATED USAGE</b>	3200	<b>TOTAL:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open



## Attachment B (Revised 072908)

Changes in the specifications noted below in bold in bold and "strikethrough" are from the State's Addendum #3 "Revised" and Addendum #4.

### DESKTOP CONFIGURATION - POWER USER

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo E6850 E8400	Intel Core 2 Duo E8400	1534.01	61.54%	590
Chipset	Intel Q35	Intel Q35 Express chipset			
Memory	4GB DDR2*	4GB PC2-6400 DDR2-800 2x2GB			
Hard Drive	420 320 GB or more SATA or SATA II	500GB SATA NCQ SMART IV			
Optical Drive	CDRW/DVD+-RW	SATA 16X SuperMulti LightScribe CDRW/DVD+-RW			
Graphics	PCI Express 256 Mb	PCI Express ATI RadeonHD 2400XT 256MB DH Card			
Floppy	(Optional)	None - Optional			
USB Ports	Four rear, two front	Rear: (6) USB 2.0 Front: (2) USB 2.0			
NIC	Integrated 10/100/1,000	Integrated Intel 82566DM Gigabit Network Connection Ethernet			
Serial Ports	One	(1) Standard with (1) Optional			
Parallel Ports	One	(1) Parallel			
Warranty	Four years, on-site	4 Year Next Business Day Onsite Warranty	129	64%	46
				Total Cost:	\$636
		ESTIMATED USAGE	550	TOTAL	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open. The power Desktop as long as there are 4 slots may be populated with 2 - 2GB dims, leaving 2 slots open.





# Attachment C

Changes in the specifications noted below in bold in and "strikethrough" are from the State's Addendum #4.

## NOTEBOOK CONFIGURATION: STANDARD

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7250	Intel Core 2 Duo T7250	1331	49%	672.50
Chipset	965GM	Mobile Intel BM965			
Memory	2 GB DDR2*	2048M 667DDR2 1DIMM			
Hard Drive	80GB	80GB 5400 rpm FX			
Optical Drive	CDRW/DVD Reader	Combo DVD/CDRW Drive			
Graphics	integrated	Mobile Intel Graphics Integrated Media Accelerator X3100			
Display Size	14-inch or 15-inch wide	15.4" Display			
Resolution	XGA / <b>SXGA or better</b>	WXGA			
USB Ports	At least two	(2) USB 2.0 ports			
NIC	Integrated 10/100/1,000	Integrated Broadcom Netlink Gigabit Ethernet Controller (10/100/1000 NIC)			
Modem	Integrated 56 Kbps	Integrated 56K V.92 modem			
Wireless	802.11n Draft 2.0	Integrated Intel 802.11 a/b/g/draft-n			
Bluetooth	Bluetooth Wireless Technology	Bluetooth 2.0			
Extra Battery	No	Optional			
Weight	5.75 to 6.5 pounds	5.75 pounds			
Warranty	Four years, on-site	Four Year Next Business Day Onsite Warranty	249	78%	55
				Total Cost:	\$727.50
		ESTIMATED USAGE	500		

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open



## Attachment D (Revised 082208)

Changes in the specifications noted below in bold in and "strikethrough" are from the State's Addendum #4 and Addendum #6.

### NOTEBOOK CONFIGURATION - DAY EXTENDER:

DAY EXTENDER: Users who use their notebooks in the office, taking them home in the evening or over the weekend to do extra work. These notebooks are usually taken "from plug to plug" using electrical power and minimizing the requirements for long battery life.

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7700	Intel Core 2 Duo T7700	1684	49.2%	872.50
Chipset	965PM	Mobile Intel PM965 with 800MHz front side bus			
Memory	2GB DDR2*	2048M 667DDR2 1DIMM			
Hard Drive	80 GB	80GB 5400 RPM FX Drive			
Optical Drive	CDRW/DVD Reader	Combo DVD/CDRW 24X FX			
Graphics	Discrete	ATI Mobility Radeon HD 2600 graphics with 256MB dedicated video memory discrete graphics			
Display Size	15.4-inch wide	15.4" Display			
Resolution	WSXGA <del>WSGA</del> or better	WSXGA+WVA			
USB Ports	At least three	(6) total: (2) USB internal + additional 4 port USB 2.0 self powered hub	27.99	40%	17
NIC	Integrated 10/100/1,000	Integrated Intel Gigabit Network Connection (10/100/1000 NIC)			
Modem	Integrated 56 Kbps	Integrated 56K V.92 Modem			
Wireless	802.11n Draft 2.0	Integrated 802.11 a/b/g/draft-n			
Bluetooth	Bluetooth Wireless Technology	Bluetooth 2.0			
Extra Battery	Optional	Optional			
Weight	5.75 to 6.5 pounds	6.1 pounds			
Warranty	Four Years, on-site	Four Year Next Business Day Onsite Warranty	249	78%	55
				Total Cost:	\$944.50
		ESTIMATED-USAGE	500		

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.



# Attachment E

Changes in the specifications noted below in bold and/or "strikethrough" are from the State's Addendum #3 "Revised" and Addendum #4.

## NOTEBOOK – TRAVELING WORKER

TRAVELING WORKER: Users who are out of the office as much as 80% of the time. They tend to carry their notebooks most of the day and will often work in many diverse locations. For these users, weight and battery life are important selection criteria, along with performance and price.

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7500 U7500orU7600for12.1 inch display	Intel Core 2 Duo T8100	1456	52%	692.50
Chipset	965GM	Mobile Intel GM965			
Memory	2 GB DDR2*	2048MB 667DDR2 1DIMM			
Hard Drive	120GB	120GB 5400RPM FX Drive			
Optical Drive	CDRW/DVD+-RW	DVD+-RW DL LS FX Drive			
Graphics	integrated	Mobile Intel Graphics Integrated Media Accelerator X3100			
Display Size	14.1-inch or 12.1-inch wide	14.1" Display			
Resolution	WXGA+ or WXGA	WXGA			
USB Ports	At least three	(6) total: (2) USB internal + additional 4 port USB 2.0 self powered hub	27.99	40%	17
NIC	Integrated 10/100/1,000	Integrated Broadcom Netlink Gigabit Ethernet Controller (10/100/1000 NIC)			
Modem	Integrated 56 Kbps	Integrated 56K V.92 modem			
Wireless	802.11n Draft 2.0	Intel 802.11 a/b/g			
Bluetooth	Bluetooth Wireless Technology	Bluetooth 2.0			
Extra Battery	Yes	Included	129	53%	61.10
Weight	3-5 to <del>5-7.5</del> 3 to 5 pounds	5 pounds			
Warranty	Four years, on-site	Four Year Next Business Day Onsite Warranty	249	78%	55
		ESTIMATED-USAGE	200	Total Cost	\$825.60
				TOTAL	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.



# Attachment F

Changes in the specifications noted below in bold and "strikethrough" are from the State's Addendum #3 "Revised", Addendum #4, and Addendum #6. The State's change contained in Addendum 6 did not result in a change to the previously proposed device or pricing in the table below.

TABLET:

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7500	Intel Core 2 Duo U7600	2544	56%	1097.50
Chipset	965GM	Mobile Intel GM965			
Memory	2 GB DDR2* (2GB required minimum)	2048MB 667DDR2 1DIMM			
Hard Drive	80GB	80GB FX Hard drive			
Optical Drive	CDRW/DVD Reader	7mm DVD+/-RW SuperMulti Drive			
Graphics	Integrated	Mobile Intel Integrated Graphics Media Accelerator X3100			
Display Size	12.1-inch	12.1" Display			
Resolution	<b>XGA, SXGA, WXGA or WXGA+</b>	WXGA WVA			
USB Ports	At least three	StarTech 4 port USB 2.0 self powered hub, 480Mbps high speed	27.99	40%	17
NIC	Integrated 10/100/1,000	Integrated Intel Gigabit Network Connection (10/100/1000 NIC)			
Modem	Integrated 56 Kbps	Integrated 56K V.92 modem			
Wireless	802.11n Draft 2.0	Intel 802.11 a/b/g/n			
Bluetooth	Bluetooth Wireless Technology	Bluetooth 2.0+			
Extra Battery	Yes	6 Cell Ultra Slim Extra Battery Included			
Weight	Less than 5 pounds	3.7 pounds			
Warranty	Four years, on-site	Four Year Next Business Day Onsite Warranty	249	72%	69
		ESTIMATED USAGE	150	Total Cost	\$1183

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.



# Attachment G

## MISCELLANEOUS COMPONENTS

Component	Vendor Specifications	Unit Cost	% Discount	Purchase Cost
1GB Memory (single)	1GB DDR-2 PC2-5300 Memory Module	43	14%	37
2GB Memory (single)	2GB DDR-2 PC2-5300 Memory Module	79	10%	71
External Floppy Drive (USB)	USB Floppy Drive	29	0	29
External 80GB USB Portable Drive (USB)	External USB Multibay cradle and 80GB multibay Drive	238	24%	181
External 120GB USB Portable Drive (USB)	External USB 120GB Portable Drive	99	25	79
External Enhanced Keyboard (USB)	USB External Keyboard	49	59%	20
External 2-button mouse w/scroll (USB)	HP USB Optical Travel Mouse	19	47%	10
Targus Nylon Carrying Case	Universal Nylon Case	49	55%	22
Targus Leather Carrying Case	Executive Leather Computer Case	45	25%	36
6 cell battery	HP 6 Cell Battery	129	53%	61.10
8 cell battery	HP 8 Cell Battery	139	57%	60
9 cell battery	HP 9 Cell Li-Ion Battery	139	49%	71
AC Adapter	HP 90W Smart AC Adapter	59	59%	24
Port Replicator	HP Port Replicator	189	52%	90
Full Docking Station	HP Advanced Docking Station	269	59%	111
Monitor Stand	HP Standard Monitor Stand	79	29%	56
AC/DC Combo Adapter	HP 65W Smart AC/ Auto/ Air Adapter	119	34%	78
USB 2GB Memory Thumb Drive (stick)	USB 2GB Memory Thumb drive	52.50	25%	42
External Speakers	USB Powered Speakers	29	51%	14
Integrated 56K Fax Modem	Agere PCI 56K International SoftModem	29	62	11
Accidental Damage Coverage for all Laptops/Tablets	HP 4 Year Service with Accidental Damage Protection	399	80%	80



## Attachment H

Table below reflects the State's Addendum #3 "Revised" document.

### SERVICES

Service	Cost
Image Load per Machine	26.25
Shipping Charge per machine	21
Asset Tagging per machine	6.50



# Attachment I

## OPTIONAL HARDWARE

- This equipment will be purchased at the option of the agency.

Vendor Specifications	Unit Cost	% Discount	Purchase Cost
HP L1910 19" LCD Monitor	279	38%	172
Viewsonic VG930M			240
Viewsonic VG1930WM			210
Viewsonic VA703B			182
Mobile Port Replicator	189	52%	90



## Attachment J (Revised 082208)

### Cost Evaluation

Table below reflects the State's Addendum #3 "Revised" document and changes driven by Addendum #6.

Please transfer the totals from the following Attachments to this page. The Cost Evaluation points will be calculated using the total cost below.

ATTACHMENT A	\$459.00	x 3,200 standard desktop pcs =	\$ <u>1,468,800</u>
ATTACHMENT B	\$636	x 550 power user desktop pcs =	\$ 349,800
ATTACHMENT C	\$727.50	x 350 standard notebooks =	\$ <u>254,625</u>
ATTACHMENT D (REVISED)	\$944.50	x 350 day extender notebooks =	\$ 330,575
ATTACHMENT E	\$825.60	x 350 traveling notebooks =	\$ 288,960
ATTACHMENT F	\$1183.00	x 150 tablets =	\$ <u>177,450</u>
ATTACHMENT G	\$1183.10		\$ <u>1183.10</u>
ATTACHMENT H	\$53.75	x 3,000 machines =	\$ <u>161,250</u>
TOTAL (REVISED)			\$ <u>3,032,643.10</u>





**AGREEMENT ADDENDUM**

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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

Spending Unit: \_\_\_\_\_  
 Signed: James A. Kirby, III  
 General Counsel  
 Title: Department of Administration  
 Date: 10/9/08

**VENDOR**

Company Name: Hewlett Packard Company  
 Signed: James Brush  
 Title: Contract Manager  
 Date: Oct 8 2008



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.  
 IP08

PAGE  
 \_\_\_\_\_

BLANKET RELEASE  
 00

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**

INVOICE TO

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

VENDOR

\*709065625 08 888-202-4682  
 HEWLETT PACKARD COMPANY  
 10810 FARNAM DR  
 OMAHA NE 68154

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/07/2008		NET 30		941081436			
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				
RECEIPT TICKET FOR PURCHASE ORDER:					IP08		
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	
0001		205-43		COMPUTERS			
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE