

**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
 OFFICE OF TECHNOLOGY
 State Capitol
 Charleston, West Virginia 25305

Joe Manchin III
 Governor

Robert W. Ferguson, Jr.
 Cabinet Secretary

Kyle Schafer
 Chief Technology Officer

MEMORANDUM

TO: Dave Tincher, Director
 Purchasing Division

FROM: Kyle Schafer, CTO *Kyle Schafer*
 Office of Technology

SUBJECT: Request to Add Travel to ITECH06 and ITECH07

DATE: September 2, 2009

RECEIVED
 2009 SEP -4 AM 9:32
 WV PURCHASING
 DIVISION

In the past within Office of Technology (OT), most of the contracted services we had acquired were devoted to programming staff. Therefore, our need for contractor travel was very limited or non-existent.

Due to the consolidation, our agency is responsible for supporting and implementing more services across all state agencies and in every part of the state. In particular, network engineering and telephony services have found the need to acquire contracted services and to dispatch these contractors to various agency locations for support and implementation. As a result, the contractors have incurred travel costs that were not traditionally anticipated.

We are requesting that a change order be processed to add to the ITECH06 and ITECH07 contracts travel pursuant to the State of West Virginia reimbursement and per diem rates.

Should you have any questions or concerns, please advise. Thank you.

*OK
 OT 9/4/09*



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.
 ITECH07N

PAGE

BLANKET RELEASE
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CHANGE ORDER
 1

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.

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

BUYER
 *514125547 614-797-5518
 EMC CORPORATION
 9200 WORTHINGTON ROAD
 SUITE 200
 WESTERVILLE OH 43082

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
09/11/2009	NET 30	042680009	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER

BEST WAY	DESTINATION	PREPAID	MUL - MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER

LINE	QUANTITY	UOP	DESTINATION	PREPAID	MUL - MUL	AMOUNT
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE	
0001	946-30		TECHNICAL SUPPORT			
			SIGNATURE _____	DATE _____		

RECEIPT TICKET FOR PURCHASE ORDER: ITECH07N

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