



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.  
**MA02SW04**

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  
**2**

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

**AGENCY COPY**

\*127150316 416-224-7524  
 BUSINESS OBJECTS AMERICAS  
 3030 ORCHARD PARKWAY  
 SAN JOSE CA 95134

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/01/2005		NET 30		943144290			
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	01/31/2005	EA	099-00-01-001		0.00000		
CHANGE ORDER #02 TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. SEE THE ATTACHED PRICE SHEET DATED FEB-05. EFFECTIVE DATE OF RENEWAL: 02/01/2005 THROUGH 01/31/2006 RENEWALS REMAINING: 1 SOFTWARE PER THE ATTACHED PRICE LIST						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED MAY 19 2005 <i>Beverly Toler</i>	
PREVIOUS PO TOTAL==>						.00	
PO INCREASE =====>						.00	
APPROVED FOR						OPEN END	
ONE FISCAL YEAR						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *B175-2-05*

*Dwayne Wayfield*

CHARLYN MILLER

304-558-2596

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

# Business Objects™

Business Intelligence Platform		User	CPU
BusinessObjects Enterprise XI		\$	\$
BusinessObjects Enterprise Basic		600	55,000
BusinessObjects Enterprise Professional (for Crystal Reports)		750	69,000
BusinessObjects Enterprise Professional (for Web Intelligence)		750	69,000
BusinessObjects Enterprise Professional (for OLAP Intelligence)		750	69,000
Auditor		250	20,000
Crystal Reports Explorer		250	20,000
Live Office		250	20,000
BusinessObjects Enterprise Premium		1,250	110,000

BusinessObjects Enterprise 6.x and below		\$	\$
BusinessObjects Enterprise Basic		600	55,000
Business Objects Enterprise Professional		750	69,000
Auditor		250	20,000
BusinessObjects Enterprise Premium		1,250	110,000
BusinessObjects Publisher		300	30,000
BusinessObjects BW Universe Builder		32,000	per designer

Crystal Enterprise v10		\$	\$
Crystal Enterprise Professional		750	69,000
Auditor		250	20,000
CE Explorer		250	20,000
Live Office		250	20,000
Crystal Enterprise Premium		1,250	110,000
CE Solution Kit SAP		170	15,500
CE Solution Kit Baan		160	15,000
CE Solution Kit PeopleSoft		160	15,000
CE Solution Kit for Siebel		160	15,000

Crystal Enterprise v8.5, v9		\$	\$
Crystal Enterprise Professional		750	69,000
Smart Reporting Technology		250	20,000
Crystal Enterprise Premium		1,250	110,000

## Reporting

Crystal Reports - all versions		\$	
Crystal Reports Standard		195	per user
Crystal Reports Professional		495	per user
Crystal Reports Developer		595	per user

Crystal Reports Server - XI		\$	
Crystal Reports Server		7,500	per 5 CAL

Note: price is composed of license \$6,250 and support \$1,250

## Data Integration

Data Integration - all versions		\$	
BusinessObjects Data Integrator Basic		45,000	per DISU
BusinessObjects Data Integrator Departmental		80,000	per DISU
BusinessObjects Data Integrator Enterprise		175,000	per DISU
BusinessObjects Rapid Mart		65,000	per server
BusinessObjects Data Integrator Extra 4 CPUs		27,000	per server
BusinessObjects Data Integrator Test/Dev Server		27,000	per server

Data Integrator Multi-User Development (for Departmental only)

<b>27,000</b>	per deployment
---------------	----------------

<b>Data Integrator Interfaces - all versions</b>		<b>\$</b>	
Database Interface		<b>8,000</b>	per type
Technology Interface		<b>16,000</b>	per instance
Application Interface		<b>27,000</b>	per instance
Application Interface 5-Pack		<b>110,000</b>	per instance
BusinessObjects Mainframe Bulk Interface		<b>45,000</b>	/LPAR/srcce
BusinessObjects Mainframe Live Interface		<b>110,000</b>	/LPAR/srcce

<b>Data Cleansing Products - all versions</b>		<b>\$</b>	
BusinessObjects Data Cleansing		<b>70,000</b>	per DISU
Address Directory - All-World		<b>6,000</b>	per server
Address Directory - Australia		<b>3,000</b>	per server
Address Directory - Austria		<b>3,000</b>	per server
Address Directory - Belgium		<b>6,000</b>	per server
Address Directory - Canada		<b>3,000</b>	per server
Address Directory - Denmark		<b>3,000</b>	per server
Address Directory - Finland		<b>3,000</b>	per server
Address Directory - France		<b>12,000</b>	per server
Address Directory - Germany		<b>12,000</b>	per server
Address Directory - Italy		<b>12,000</b>	per server
Address Directory - Liechtenstein		<b>3,000</b>	per server
Address Directory - Luxembourg		<b>3,000</b>	per server
Address Directory - Netherlands		<b>6,000</b>	per server
Address Directory - New Zealand		<b>3,000</b>	per server
Address Directory - Norway		<b>3,000</b>	per server
Address Directory - Portugal		<b>3,000</b>	per server
Address Directory - South Africa		<b>3,000</b>	per server
Address Directory - Spain		<b>12,000</b>	per server
Address Directory - Sweden		<b>3,000</b>	per server
Address Directory - Switzerland		<b>3,000</b>	per server
Address Directory - UK		<b>12,000</b>	per server
Address Directory - USA		<b>3,000</b>	per server

# Official Price List

USA

\$

Feb-05

## Query and Analysis

User

CPU

### Query and Analysis XI

	\$	\$
BusinessObjects Web Intelligence	800	70,000
BusinessObjects Web Intelligence Upgrade (for CE customers only)	500	44,000
BusinessObjects OLAP Intelligence	500	
<b>Product Bundles</b>		
BusinessObjects Web Intelligence BOE Professional Bundle	1,550	139,000
BusinessObjects Web Intelligence BOE Premium Bundle	2,050	180,000
BusinessObjects Web Intelligence Starter Kit	9,600	per customer

### Query and Analysis 6.x and below

	\$	\$
BusinessObjects Web Intelligence	800	70,000
BusinessObjects	800	70,000
BusinessQuery for Excel	460	
<b>Product Bundles</b>		
BusinessObjects Web Intelligence BOE Professional Bundle	1,550	139,000
BusinessObjects Web Intelligence BOE Premium Bundle	2,050	180,000
BusinessObjects BOE Professional Bundle	1,550	139,000
BusinessObjects BOE Premium Bundle	2,050	180,000
Dual Platform BOE Professional Bundle	2,350	209,000
Dual Platform BOE Premium Bundle	2,850	250,000
BusinessObjects Web Intelligence Starter Kit	9,600	per customer
BusinessObjects Starter Kit	9,600	per customer

### Query and Analysis v8.5, v9, v10

	\$	
Crystal Analysis Professional	500	

## Performance Management

User

CPU

### Performance Management 6.x and below

	\$	\$
BusinessObjects Dashboard Manager	950	86,500
BusinessObjects Performance Manager	550	48,500
BusinessObjects Set Analysis	550	48,500
BusinessObjects Predictive Analysis	550	48,500
BusinessObjects Statistical Process Control (SPC)	550	48,500
<b>Product Bundles</b>		
Performance Manager BOE Professional Bundle	2,250	204,000
Performance Manager BOE Premium Bundle	2,750	245,000
Application Foundation BOE Professional Bundle	3,900	349,500
Application Foundation BOE Premium Bundle	4,400	390,500

### Performance Management Applications

Entry Price

Price

	\$	\$	
Performance management application module	150,000	37,500	per CPU
Analytic solution	150,000	37,500	per CPU
Name user license module/solution	150,000	1,500	per user
BusinessObjects Warehouse CI Connector		40,000	per server
BusinessObjects Warehouse P&SI Connector		40,000	per server
BusinessObjects Warehouse HRI Connector		40,000	per server

## Upgrade Licensing

User

CAL

CPU

### BOE Upgrade Licenses - all versions

	\$	\$	\$
BusinessObjects Enterprise Basic to Professional Upgrade	150		14,000
BusinessObjects Enterprise Professional to Premium Upgrade	500	3,000	41,000
BusinessObjects Enterprise Professional + 1 Add-on Upgrade to Premium	250	1,700	21,000

<b>CE Version Upgrade Licenses - v9, 10 ONLY</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Crystal Enterprise Professional to Premium Upgrade	<b>500</b>	<b>3,000</b>	<b>41,000</b>
Crystal Enterprise Professional + 1 Add-on Upgrade to Premium	<b>250</b>	<b>1,700</b>	<b>21,000</b>

<b>Crystal Reports Upgrade Licenses - v8.5, 9, 10, XI</b>	<b>\$</b>
Crystal Reports Professional Upgrade	<b>255</b>
Crystal Reports Developer Upgrade	<b>315</b>

<b>End of Life Products</b>	<b>User</b>	<b>CAL</b>	<b>CPU</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Crystal Enterprise v9 Report Application Server (RAS)			<b>25,000</b>
Crystal Reports v8 5 Server Software Access License		<b>1,495</b>	<b>25,000</b>
Crystal Reports v8 5, 9 Report Creation API License	<b>199</b>		
Crystal Enterprise v10 Embedded Edition			<b>25,000</b>
Crystal Enterprise Express v10	<b>450</b>		
Crystal Enterprise Standard v9			<b>45,000</b>
Crystal Reports v9, 10 Advanced Developer Edition	<b>1,995</b>		
Crystal Reports v9, 10 Web Farm Web Garden			<b>5,000</b>

<b>Set Analyzer (no date specified for EOL)</b>	<b>\$</b>	
BusinessObjects Set Analyzer (end user)	<b>1,700</b>	per user
<b>Set Analyzer IT Options</b>	<b>\$</b>	
BusinessObjects Set Analyzer Architect	<b>6,700</b>	per database instance
BusinessObjects Set Analyzer Agent	<b>7,500</b>	per database instance
BusinessObjects Set Analyzer Accelerator	<b>29,000</b>	per database instance
BusinessObjects Set Analyzer Sampler	<b>21,000</b>	per database instance
BusinessObjects Set Analyzer Converter	<b>21,000</b>	per database instance



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.  
**MA02SW04**

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  
**2**

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENUE

\*127150316      416-224-7524  
 BUSINESS OBJECTS AMERICAS  
 3030 ORCHARD PARKWAY  
 SAN JOSE CA 95134      95134

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/01/2005		NET 30		943144290			
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:      MA02SW04							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	099-00	01-001	SOFTWARE PER THE ATTACHED PRICE LIS		_____	_____	
			SIGNATURE _____		DATE _____		
						TOTAL	

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

CHARLYN MILLER

304-558-2596

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL