



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.

ISCF0073

PAGE

1

06

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

DEPARTMENT OF ADMINISTRATION
 IS&C DIVISION
 ONE DAVIS SQUARE
 POST OFFICE BOX 50110
 CHARLESTON, WV 25305-0110

3315

Purchasing Division's File Copy

DEPARTMENT OF ADMINISTRATION
 IS&C - DIVISION DIRECTOR
 ONE DAVIS SQUARE

CHARLESTON, WV 25301

304-558-5472

*502155709 203-851-7850
 JACK MORTON WORLDWIDE
 40 RICHARDS AVE
 NORWALK CT 06854

SHIP TO

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
05/04/2006	NET 30	530257863	MUL		
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	03/15/2006	LS	924-10	.00000	
BLANKET OPEN END CONTRACT BLANKET OPEN END CONTRACT FOR IS&C DIVISION FOR TRAINING CLASSES FOR DB2 DATABASE ADMINISTRATOR. THIS AWARD IS MADE PER THE REQUEST FOR QUOTATION DATED 04/11/2006 AND VENDER BID DATED 05/11/2006. PRICING PER THE ATTACHED. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MAY 10, 2006, AND EXTENDS FOR A PERIOD OF ONE (1)					
WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED MAY - 5 2006 <i>Beverly Toler</i> ENTERED					

SCANNED

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 3745-4-06

OPEN END

TOTAL

APPROVED FOR ONE FISCAL YEAR
Dawn 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.



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DOCUMENT NO

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 IS&C DIVISION
 ONE DAVIS SQUARE
 POST OFFICE BOX 50110
 CHARLESTON, WV 25305-0110

VENDOR

*502155709 203-851-7850
 JACK MORTON WORLDWIDE
 40 RICHARDS AVE
 NORWALK CT 06854

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DIVISION DIRECTOR
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BEST WAY	DESTINATION	PREPAID	MUL-MUL --		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
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	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 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. 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. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY				

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



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S H I P T O
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	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.)				
	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.				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.				
	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.				

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TOTAL

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

V: Course Codes & Price Lists

After reviewing your RFQ we have made the following changes based on updated IBM classes. Often, classes are either replaced or updated and the below pricing and class selection reflects this change. If you have any questions or ever need advice regarding class selection, Jack Morton Worldwide is here to help. All Curriculum questions can be directed to Myself or Javier Meneses.

Class	Description	Days
CF180	Rational database Design	4
CF831-v8	DB2 UDB for z/OS V8 Database Workshop 1	5
CF841	DB2 UDB for z/OS V8 Database Admin Workshop 2	5
CF891	DB2 UDB for z/OS Application Data Recovery	3
CF961	DB2 UDB for z/OS Application Performance and Tuning	5
CF50	DB2 UDB for z/OS System Administration	4.5

Class	Client location		Client location		Vendor location	
	cost per students minimum of 5:	material	total cost	Additional student		Open enrollment
C180	\$2,159	0	\$10,800	\$2,080		\$1,899
CF831-v8	\$2,400	0	\$12,000	\$2,380		\$2,380
CF841	\$2,400	0	\$12,000	\$2,380		\$2,380
CF891	\$1,795	0	\$8,975	\$1,565		\$1,564
CF961	\$2,625	0	\$13,125	\$2,517		\$2,607
C850	\$2,435	0	\$12,175	\$2,144		\$2,144