



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.
 DIGCOP04G

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
 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

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

VENDOR

*709041141 304-525-7250
 SUPERIOR OFFICE SERVICE INC
 108 WEST EIGHT AVENUE
 HUNTINGTON WV 25701

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/26/2006		NET 30		550465039			
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 #03				
	TO REPLACE COLOR COPIER, BAND 1 MODEL IRC 3100 WITH MODEL IRC 3170U. SEE ATTACHED.						
	*****NO ADDITIONAL CHANGES*****						
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			

WV State Purchasing Division
 Administration Unit
 Certified Encumbered

JAN 31 2006

J. Perkins

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJA 1-26-06*

OPEN END

TOTAL

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER *[Signature]* 304-528-0492
 BY *[Signature]*
 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.

**COST SHEET
COLOR COPIERS
BAND 1**

BRAND NAME: CANON
MODEL#: IRC3170U Replaces IRC3100

MINIMUM SPECIFICATIONS:

mfg. copy volume 10,000/month

copy speed 3cpm

Features:

250 sheet paper capacity

bypass tray

auto document feeder

SPECIFICATIONS OF MACHINE BID:

Yes

Yes

Yes

Yes

Yes

(Include item/model #s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ 6,600.00

(Amount to be deducted if ordering as a non-connected machine \$ Standard feature)

Maintenance/month for purchased machines \$ 0

24 month Rental \$ 290.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ Standard feature)

36 month Rental \$ 197.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ Standard feature)

48 month Rental \$ 150.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ Standard feature)

Warranty 0 (duration) Reduction to monthly rental price during warranty:

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn

Maintenance for purchased machines shall be at no cost during the warranty period.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copies per click.

Color Copies \$.08 /ea

Monochrome Copies \$.01 /ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they wish to include in the contract.

“Experience the Superior Difference”

**SUMMARY COST SHEET FOR EVALUATION
COLOR COPIERS
BAND 1**

Brand Name: CANON
Model#: IRC3170U Replaces IRC3100
Copy Volume/Month: 10,000

Purchase Price Base Machine \$ 6,600.00

(Supplies are not included in maintenance or rental for color copiers.)

Maintenance/month for purchased machines
 \$ 0 x 36 months = \$ 0

Per Copy: A) Color Copies \$.08 /each
 B) Monochrome Copies \$.01 /each

A x 80%(8,000) copy volume/month x 36 = \$ 23,040.00
 B x 20%(2,000) copy volume/month x 36 = \$ 720.00

24 Month Rental \$ 290.00 /month x 24 Months = \$ 6,960.00
 A x 8,000 copy volume/month x 24 Months = \$ 15,360.00
 B x 2,000 copy volume/month x 24 Months = \$ 480.00

36 Month Rental \$ 197.00 /month x 36 Months = \$ 7,092.00
 A x 8,000 copy volume/month x 36 Months = \$ 23,040.00
 B x 2,000 copy volume/month x 36 Months = \$ 720.00

48 Month Rental \$ 150.00 /month x 48 Months = \$ 7,200.00
 A x 8,000 copy volume/month x 48 Months = \$ 30,720.00
 B x 2,000 copy volume/month x 48 Months = \$ 960.00

TOTAL FOR EVALUATION/BAND 1 \$ 122,892.00

SEE ATTACHMENT FOR OPTIONAL ACCESSORIES:

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 *709041141 304-525-7250
 SUPERIOR OFFICE SERVICE INC
 108 WEST EIGHT AVENUE

 HUNTINGTON WV 25701

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET	FOR PURCHASE ORDER:		DIGCOP04G	
0001	985-64		C.O.#01 - MODEL CHANGES				
			SIGNATURE _____		DATE _____		

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE