



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.
 DIGCOP04H

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

AGENCY COPY

*709004042 800-543-7201
 XEROX CORPORATION (CHARLESTON)
 300 SUMMERS STREET
 CHARLESTON WV 25301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/08/2004		NET 30		160468020			
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			CHANGE ORDER #01				
	TO ADD THE FOLLOWING MACHINE TO THE CONTRACT:						
	MONOCHROME COPIER BAND 7 PER THE ATTACHED COST SHEET AND ACCESSORY LIST.						
	EFFECTIVE:	11/08/04					
	----- NO OTHER CHANGES -----						
	08/14/2005		985-64				
	PER ATTACHED COST SHEETS						
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

NOV 16 2004

Beverly Toler

OPEN END

TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *L*
 11/8/04

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596

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.

**MONOCHROME COPIERS
BAND 7**

BRAND NAME: Xerox

MODEL#: WCP75

MINIMUM SPECIFICATIONS:

mfg. copy volume 150,000/month

copy speed 70cpm

Features:

1,500 sheet capacity 5000

4 pager sources

auto document feeder

auto duplexing

electronic sorting or

finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID:

60,000-300,000

75ppm

4 trays holds 500 sheets, bypass holds 50

high capacity tray holds 3100

automatic document feeder

auto duplexing

office finisher: 2000 sheets

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

PRICING:

Purchase price \$19,943

(Amount to be deducted if ordering as a non-connected machine \$3,720)

Maintenance/month for purchased machines \$308.00

24 month Rental \$804.92/month

(Amount to be deducted if ordering as a non-connected machine \$72.85)

36 month Rental \$647.89 /month

(Amount to be deducted if ordering as a non-connected machine \$51.05)

48 month Rental \$593.12/month

(Amount to be deducted if ordering as a non-connected machine \$43.52)

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

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

maintenance for purchased machines \$ _____/mn

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 75,000 copies/month.

Per copy overage charge for copies in excess of 75,000 copies/month \$0.0099/ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they

wish to include in the contract.

Accessory	Model#	Purchase	Maintenance/month	Rental/month
RENTAL		24M	36M	48M
MUST Select One of the Following:				
*100-FIN-100 Sheet Advanced Finisher		\$201.62	\$141.30	\$120.42
*LYV-50 Sheet Office Finisher		\$103.80	\$72.75	\$61.98
*PROFIN-100 Sheet Professional Finisher		\$299.19	\$209.67	\$178.68
MUST Select One of the Following:				
*NOSCANFAX-No Fax or Scan		\$0.00	\$0.00	\$0.00
*SCANEMAIL-Scan/Email		\$68.93	\$48.31	\$41.17
*SCNEMLFAX-Scan/Email/Network Server Fax		\$150.89	\$105.74	\$90.11
*SRVFAX-Network Server Fax		\$102.76	\$72.02	\$61.36

128MEMEPC-128 Mb EPC RAM		\$17.94	\$12.57	\$10.71
128MEMESS-128 Mb ESS RAM		\$17.94	\$12.57	\$10.71
65-75ALT-High Altitude Kit		\$0.00	\$0.00	\$0.00
DC70RHDD-Removeable Hard Disk Drive		\$82.98	\$58.16	\$49.55
DC80FI-Foreign Interface		\$9.09	\$6.37	\$5.43
DLXSCAN-Deluxe Scan		\$112.13	\$78.58	\$66.96
DPWRCONV-30 to 20 amp Conversion		\$0.00	\$0.00	\$0.00
FD7-Disk/Carrier		\$46.82	\$32.81	\$27.96
NETACCT-Network Accounting		\$26.00	\$18.23	\$15.53
SCNEMLUPG-Scan/Email Enablement Upgrade		\$98.60	\$69.10	\$58.88
SECUREIIO-Image Overwrite Security		\$36.16	\$25.33	\$21.59
SRVFAXUPG-Net Fax Upgrade		\$61.39	\$43.02	\$36.66
STAPLER-Stapler and Accessory Shelf		\$15.60	\$10.93	\$9.32
STDSCAN-Standard Scan		\$25.74	\$18.04	\$15.37
USBPRINT-USB Direct Connect		\$13.00	\$9.11	\$7.76
XASSIST2-Xerox Copier Assistant SW		\$25.74	\$18.04	\$15.37

PURCHASE-ACCESSORIES

MUST Select One of the Following:

*100-FIN-100 Sheet Advanced Finisher	\$3,875
*LYV-50 Sheet Office Finisher	\$1,995
*PROFIN-100 Sheet Professional Finisher	\$5,750

MUST Select One of the Following:

*NOSCANFAX-No Fax or Scan	\$0
*SCANEMAIL-Scan/Email	\$1,695
*SCNEMLFAX-Scan/Email/Network Server Fax	\$3,375
*SRVFAX-Network Server Fax	\$1,975

128MEMEPC-128 Mb EPC RAM	\$345
128MEMESS-128 Mb ESS RAM	\$345
65-75ALT-High Altitude Kit	\$0
DC70RHDD-Removeable Hard Disk Drive	\$1,595
DC80FI-Foreign Interface	\$175
DLXSCAN-Deluxe Scan	\$3,300
DPWRCONV-30 to 20 amp Conversion	\$0
FD7-Disk/Carrier	\$900
NETACCT-Network Accounting	\$500
SCNEMLUPG-Scan/Email Enablement Upgrade	\$1,895
SECUREIIO-Image Overwrite Security	\$695
SRVFAXUPG-Net Fax Upgrade	\$1,180
STAPLER-Stapler and Accessory Shelf	\$300
STDSCAN-Standard Scan	\$795
USBPRINT-USB Direct Connect	\$250
XASSIST2-Xerox Copier Assistant SW	\$495

