



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**  
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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**  
 7

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

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

\*709004042 304-634-4331  
 XEROX CORPORATION  
 C/O DOCUMENT SOLUTIONS  
 4216 MACCORKLE AVE SE STE E  
 CHARLESTON WV 25304-2539

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/31/2006	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		
			CHANGE ORDER #07		
1)	VENDOR'S ADDRESS IS CHANGED PER LETTER DATED AUGUST 31, 2006.				
	XEROX, C/O DOCUMENT SOLUTIONS 4216 MACCORKLE AVENUE SE SUITE E CHARLESTON, WV 25304				
2)	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.				
	EFFECTIVE DATE OF RENEWAL: 08/15/2006 THROUGH 08/14/2007				
	RENEWALS REMAINING: 0				
	*****NO ADDITIONAL CHANGES*****				
	PREVIOUS PO TOTAL==>			OPEN	END
	PO NET CHANGE (+)==>				

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED  
 SEP 6 2006  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *1387 9-1-06*

**TOTAL**  
 304-558-2596

*Approved for one fiscal year*  
*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell*  
 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.

THE DOCUMENT COMPANY

**XEROX**

August 31, 2006

**To:** Rita Withrow  
**Address:** Dept. of Administration State of WV Purchasing  
**Subject:** Xerox Information address change

Dear Mrs. Withrow,

Please use this as a notification of a change of Address. Xerox, care of Document Solutions, has moved its office in Charleston to the address below. Could please have all correspondences, purchase orders, and requests be changed from the following address to the new address? Also, the contact name on all of the above mentioned items should be changed to Dan Fullen instead of Michael Pelfry.

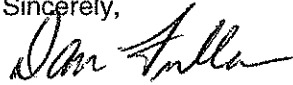
From: Xerox, c/o Document Solutions  
114 Washington St W  
Charleston WV 25302

To: Xerox, c/o Document Solutions  
4216 McCorkle Ave SE Suite E  
Charleston WV 25304

All invoices and payment there of, will still be sent to XEROX CORPORATION accounts payable. Our federal id number is 16-046-8020. Those will not change.

If you have any questions please call my office @ 304-345-5800. Thank you for your assistance.

Sincerely,



Dan Fullen  
Sales Manager  
Xerox Corporation  
C/o Document Solutions  
4216 McCorkle Ave SE Suite E  
Charleston WV 25304  
FED ID 16-046-8020

RECEIVED  
2006 AUG 31 A 11:33  
PURCHASING DIVISION  
STATE OF WV





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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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INVOICE TO

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

VENDOR

\*709004042      304-634-4331  
 XEROX CORPORATION  
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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: DIGCOP04H		
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	985-64		PER ATTACHED COST SHEETS		
		SIGNATURE _____		DATE _____	

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