



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

CHANGE ORDER:
 11

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.

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/11/2007		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 #11				
			THIS CHANGE ORDER IS TO REPLACE MODEL #WC275 BAND 7 MONOCHROME COPIER WITH MODEL #WC5675. ACCESSORY LIST IS ATTACHED. ***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 OCT 16 2007
Beverly Toler

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

10/15/07

Dan & Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*
 KRISTA FERRELL 304-558-2596
 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 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.

XEROX | Authorized Sales Agent

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25303-0130

September 27, 2007

Dear Ms. Withrow

Please accept our request to substitute the Xerox WC275 that is on the Statewide Contract, DIGCOPO4H with the new Xerox WC5675

The pricing and T's and C's will all remain the same.

The WC275 will go "Stop order taking" and be replaced by WC5675.

Please call me if I can be of further assistance,

Sincerely,

Bob Klein

**MONOCHROME COPIERS
BAND 7**

BRAND NAME: Xerox _____

MODEL#: _____

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

2 trays holds 1,100 sheets

high capacity tray holds 3,700

automatic document feeder

auto duplexing

Bypass tray holds 200 sheets

office finisher: 2000 sheets

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

PRICING:

Purchase price \$19,040

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

Maintenance/month for purchased machines \$308.00

24 month Rental \$801.16/month

(Amount to be deducted if ordering as a non-connected machine \$70.32)

36 month Rental \$615.37/month

(Amount to be deducted if ordering as a non-connected machine \$44.81)

48 month Rental \$550.66/month

(Amount to be deducted if ordering as a non-connected machine \$35.96)

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

PURCHASE ACCESSORIES

-- Offset Catch Tray	\$0
-- Office Finisher	\$1,050
-- Advanced Office Finisher	\$2,100
-- Professional Office Finisher	\$3,220
-- Embedded Fax - 1 line	\$899
-- Embedded Fax - 2-lines	\$1,399
-- 2 Hole Punch	\$495
-- 3 Hole Punch	\$495
-- Convenience Stapler	\$285
-- Foreign Interface	\$175
-- 256 Mb EPC Ram	\$199
-- SmartSend 2.0	\$3,398
-- SmartSend Pro 2.0	\$5,689
-- Xerox Copier Assistance	\$495
Upgrade Accessories Only (for in place equipment)	
-- Copy Centre to WorkCentre 65 Upgrade	\$1,699
-- Copy Centre to WorkCentre Pro 65 Upgrade	\$2,999
-- Scanning w/Email	\$750
-- Embedded Fax Line 1	\$899
-- Embedded Fax Line 2	\$1,399
-- Image Overwrite Security Kit	\$695
-- Internet Fax	\$795
-- USB Print Kit	\$250
-- Scan to PC Desktop v7.0 - SE (25 Seats)	\$845
-- Scan to PC Desktop v7.0 - Professional & OmniPage Pro	\$3,145
-- Network Accounting	\$500
-- 128MB ESS Ram	\$199



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ROBERT SUTTON

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S H I P T O

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04H				
0001		985-64	PER ATTACHED COST SHEETS				
			SIGNATURE _____				
			DATE _____				
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE