



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.
 DIGCOP04I

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**

AGENCY COPY

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

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

*306110004 304-346-1645
 IMAGISTICS INTERNATIONAL INC
 900 LEE STREET #420
 CHARLESTON WV 25301

DATE PRINTED 06/14/2005	TERMS OF SALE NET 30	FEIN/SSN 061611068	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY DELIVERY DATE	UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
			CHANGE ORDER #01		
1.			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: 08/15/2005 THROUGH 08/14/2006		
			RENEWALS REMAINING: 1		
2.			EFFECTIVE JUNE 8, SUBSTITUTE PRODUCT PER THE ATTACHED.		
			PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JUN 23 2005

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJT 6-17-05*

APPROVED FOR
 ONE FISCAL YEAR

George Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY *Karen D...* 6/17/05
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
TOTAL

**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.



Imagistics International Inc.
100 Oakview Drive
Trumbull, CT 06611
203 365 4024
203 365 4029 Fax
dave.tarracciano@imagistics.com

www.imagistics.com

June 8, 2005

Ms. Betty Francisco
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

RECEIVED
2005 JUN 13 A 10: 02
PURCHASING DIVISION
STATE OF WV

Dear Ms. Francisco:

Please accept this letter as Imagistics International's request to substitute product on the statewide copier contract #DIGCOP04. Pursuant to the "Firm Pricing" clause (Item 1.1) under the General Terms and Conditions of the Request For Quote, we are offering replacement products that are equal to, or exceed, the minimum specification requirements of the bands in which they are being placed.

We would like to replace the model im4510 (Band 4 of the monochrome copier award) and the model cm2020 (Band 2 of the color copier award), both of which have been discontinued effective immediately, with the models im4511 and cm3530, respectively. The im4511 is being offered at the same purchase, rental and maintenance pricing as the im4510. The cm3530 is being offered at a much more competitive price than the unit it is replacing. Revised pricing sheets and descriptive literature for the models im4511 and cm3530 are attached for your convenience.

I would appreciate some form of written approval so that we may move forward in marketing these products to state contract users. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

David J. Tarracciano
Director - State & Government Sales

DJT/jlm

Attachments

**COST SHEET
MONOCHROME COPIERS
BAND 4**

BRAND NAME: Imagistics International Inc.

MODEL#: im4511

MINIMUM SPECIFICATIONS:

mfg. copy volume 45,000/month

copy speed 40cpm

Features:

1,500 sheet capacity

3 paper sources

auto document feeder

auto duplexing

electronic sorting or

finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID:

Up to 200,000 copies/mo.

45 Pages Per Minute

2,000 Sheet Paper Capacity - #9291

Four 500-Sheet Paper Drawers

Standard 50-sheet ADF

Automatic Duplex Module - #9246

Standard Electronic Sorting - #9251000

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

PRICING: Connected configuration includes: im4511/9246/9291/9251000/ ZBSK/ ZB3500620/DLD4

Purchase price \$ 4,566.00

(Amount to be deducted if ordering as a non-connected machine \$ 654.00)

Maintenance/month for purchased machines \$ 115.00

24 month Rental \$ 326.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 30.00)

36 month Rental \$ 251.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 19.00)

48 month Rental \$ 230.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 16.00)

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

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn
maintenance for purchased machines \$ 115.00 /mn

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 22,500 copies/month.

Per copy overage charge for copies in excess of 22,500 copies/month \$.0076 /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		
				2 Yr.	3 Yr.	4 Yr.
Simple Finisher	9242	\$503.00	\$0.00	\$23.00	\$15.00	\$13.00
Saddle Stitch Finisher with 2/3 Hole Punch	9244	\$1,503.00	\$0.00	\$69.00	\$45.00	\$38.00
Upper Exit Tray	9251000	Included in cost of base configuration				
Duplex Module	9245	\$189.00	\$0.00	\$9.00	\$6.00	\$5.00
Large Capacity Stand (500/2000)	9292	\$561.00	\$0.00	\$26.00	\$17.00	\$14.00
128MB Memory	ZB3500770	\$60.00	\$0.00	\$3.00	\$2.00	\$2.00
256MB Memory	ZB3500780	\$110.00	\$0.00	\$5.00	\$3.00	\$3.00
PCL Print Controller w/NIC, HDD & DLD4	ZB3500630	\$944.00	\$0.00	\$44.00	\$28.00	\$24.00
Fax Line Kit	ZB3500590	\$447.00	\$0.00	\$21.00	\$13.00	\$11.00
8MB Fax Memory	ZB3500060	\$40.00	\$0.00	\$2.00	\$1.00	\$1.00
Network Scan Kit	ZB3500610	\$363.00	\$0.00	\$17.00	\$11.00	\$9.00
PostScript®3	ZB3500600	\$193.00	\$0.00	\$9.00	\$6.00	\$5.00
Token Ring Bridge	DL4600310	\$580.00	\$0.00	\$27.00	\$17.00	\$15.00
Bar Code Font Kit	ZB3500160	\$289.00	\$0.00	\$13.00	\$9.00	\$7.00
Desktop Document Manager - 5 License	ZB3500180	\$213.00	\$0.00	\$10.00	\$6.00	\$5.00
Desktop Document Manager - 50 License	ZB3500430	\$1,366.00	\$0.00	\$63.00	\$41.00	\$34.00
Desktop Document Manager - 100 License	ZB3500440	\$2,034.00	\$0.00	\$94.00	\$61.00	\$51.00
ESP Power Protection	982-4	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00
Data Security Kit for ZB3500620	ZB3500640	\$227.00	\$0.00	\$11.00	\$7.00	\$6.00
Data Security Kit for ZB3500630	ZB3500650	\$227.00	\$0.00	\$11.00	\$7.00	\$6.00

**COST SHEET
COLOR COPIERS
BAND 2**

BRAND NAME: Imagistics International Inc.
MODEL#: cm3530

MINIMUM SPECIFICATIONS:

mfg. copy volume 20,000/month

copy speed 11cpm

Features:

500 sheet paper capacity

bypass tray

auto document feeder

SPECIFICATIONS OF MACHINE BID:

Up to 150,000 copies/mo.

11 cpm-color/35 cpm-B & W

Standard 1,100 Sheet Paper Capacity – Plain
Stand #9287000

Standard 100-Sheet Bypass

Standard 100-Sheet RADF

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

PRICING: Connected configuration includes: CM3530/494-S/928700060/DLD3

Purchase price \$ 6,350.00

(Amount to be deducted if ordering as a non-connected machine \$ 365.00)

Maintenance/month for purchased machines \$ 40.00

24 month Rental \$ 333.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 17.00)

36 month Rental \$ 229.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 11.00)

48 month Rental \$ 200.00 /month

(Amount to be deducted if ordering as a non-connected machine \$ 9.00)

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 \$.09 /ea

Monochrome Copies \$.009 /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		
				2 Yr.	3 Yr.	4 Yr.
Single-Position Stapling Finisher	9284	\$823.00	\$0.00	\$38.00	\$25.00	\$21.00
Multi-Position Stapling Finisher	9285	\$1,393.00	\$0.00	\$64.00	\$42.00	\$35.00
128MB Memory Expansion	CM4530130	\$83.00	\$0.00	\$4.00	\$3.00	\$2.00
2 x 550-Sheet Paper Tray Unit	9281	\$474.00	\$0.00	\$22.00	\$14.00	\$12.00
2,500 Sheet Large Capacity Paper Tray	9283	\$314.00	\$0.00	\$15.00	\$9.00	\$8.00
Fax Board	CM4530110	\$536.00	\$0.00	\$25.00	\$16.00	\$14.00
Fax Board Second Line	CM4530120	\$357.00	\$0.00	\$17.00	\$11.00	\$9.00
Scrambler Board w/PCI Slot	CM4530150	\$494.00	\$0.00	\$23.00	\$15.00	\$12.00
Token Ring Bridge	DL4600310	\$580.00	\$0.00	\$27.00	\$17.00	\$15.00
ESP Power Protection	982-4	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00



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CHANGE ORDER
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENUE FOR

*306110004 304-346-1645
 IMAGISTICS INTERNATIONAL INC
 900 LEE STREET #420

 CHARLESTON WV 25301

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED 06/14/2005	TERMS OF SALE NET 30	FEIN/SSN 061611068	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE			ITEM NUMBER				
					RECEIPT TICKET	FOR PURCHASE ORDER:	DIGCOP04I	
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