



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  
**4**

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

## AGENCY COPY

VENDOR

\*306110004      304-346-1645  
 OCE IMAGISTICS  
 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		TERMS OF SALE		FEIN/SSN		FUND	
10/31/2006		NET 30		061611068			
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 #04							
1. TO REPLACE BAND 3 MODEL CM3120 WITH MODEL CM4520							
PLEASE SEE THE ATTACHED LETTERS FOR ACCESSORY CHANGES AND COSTS ON THIS MODEL.							
2. CHANGE NAME OF VENDOR FROM IMAGISTICS TO OCE IMAGISTICS.							
3. PAYMENTS SUBMITTED TO: OCE IMAGISTICS							
P. O. BOX 856193							
LOUISVILLE, KY 40285-6197							
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED	
						NOV - 9 2006	
*****NO ADDITIONAL CHANGES*****							
						PREVIOUS PO TOTAL ==> .00 PO INCREASE =====> .00	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

KRISTA FERRELL

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.



**Océ Imagistics Inc.**

100 Prestige Park Road  
East Hartford, Connecticut 06108  
telephone 860-509-3013  
fax 860-509-3003  
[dave.tarracciano@imagistics.com](mailto:dave.tarracciano@imagistics.com)  
[www.imagistics.com](http://www.imagistics.com)

**David J. Tarracciano**

Director, State & Government Sales

October 20, 2006

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

Dear Ms. Francisco:

Attached please find a revised cost sheet in support of Océ Imagistics' request to substitute product on the statewide copier contract #DIGCOPo4. At your direction, I have revised the sheet to indicate that the cm4520 color copier is not available as a standalone unit. I am also enclosing an optional accessory functionality comparison, which substantiates the cost differences between the items that were originally available for the discontinued device (cm3120), and those items that replace them (either directly or indirectly).

I realize that you are waiting to confirm that the state has received Océ Imagistics' revised form WV-1. I hope that the enclosed documents will enable you to approve our substitution request. 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

RECEIVED  
2006 OCT 26 A 9 20  
PURCHASING DIVISION  
STATE OF WV

**COST SHEET  
COLOR COPIERS  
BAND 3**

**BRAND NAME:** Océ Imagistics Inc.  
**MODEL#:** cm4520

**MINIMUM SPECIFICATIONS:**

mfg. copy volume 30,000/month  
copy speed 21cpm  
Features:  
500 sheet paper capacity  
2 paper sources  
auto duplexing  
auto document feeder  
electronic sorting or finisher/sorter  
(indicate sheets)

**SPECIFICATIONS OF MACHINE BID:**

Up to 120,000 copies/mo.  
35 cpm-Color/45 cpm-B & W  
750 Sheet Paper Capacity - #9995  
250/500 Sheet Paper Drawers  
Standard Automatic Duplexing  
Standard RADF  
Standard Electronic Sorting  
(Include item/model #s for any accessory included  
in the base machine if needed for ordering.)

**PRICING:** **Connected configuration includes: cm4520/493-S/9995/DLD4**

Purchase price \$ 10,371.00  
(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

Maintenance/month for purchased machines \$ 240.00

24 month Rental \$ 719.00 /month  
(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

36 month Rental \$ 535.00 /month  
(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

48 month Rental \$ 482.00 /month  
(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

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 \$ .014 /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	Maintance/month	Rental/month		
				2 Yr.	3 Yr.	4 Yr.
Multi-Position Stapling Finisher	9293	\$1,299.00	\$0.00	\$60.00	\$37.00	\$30.00
Saddle Stitch Finisher w/ Punch	9238	\$2,017.00	\$0.00	\$93.00	\$57.00	\$47.00
Job Tray	CM3500010	\$123.00	\$0.00	\$6.00	\$4.00	\$3.00
2 x 550 Sheet Paper Drawer	9237	\$660.00	\$0.00	\$6.00	\$4.00	\$3.00
2,500 Sheet Large Capacity Paper Tray	9289	\$660.00	\$0.00	\$30.00	\$20.00	\$17.00
Plain Stand	9288000	\$99.00	\$0.00	\$5.00	\$3.00	\$2.00
Line Filter w/15A Surge Protector	928-6	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04I							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	985-64		PER ATTACHED COST SHEETS				
SIGNATURE _____				DATE _____			
						TOTAL	

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

KRISTA FERRELL

304-558-2596

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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