



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.

DIGCOP04B

PAGE

1

BLANKET RELEASE

00

CHANGE ORDER

2

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*709051952 304-342-4099
 LANIER WORLDWIDE INC
 1411 VIRGINIA STREET EAST

 CHARLESTON WV 25301

SHIP TO

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

AGENCY COPY

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|---|---------------|---------------|--|----------------------|------|------------------------------|--|
| 11/23/2004 | | NET 30 | | 592606737 | | | |
| 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 #02 | | | | |
| THIS CHANGE IS TO ANNOUNCE THE FOLLOWING MODEL CHANGES EFFECTIVE NOVEMBER 08, 2004: | | | | | | | |
| | | | LANIER MODEL #LD151 HAS REPLACED MODEL #LD055 - BAND 5 | | | NON-CONNECTED AND CONNECTED. | |
| | | | LANIER MODEL #LD175 HAS REPLACED MODEL #LD075 - BAND 7 | | | NON-CONNECTED AND CONNECTED. | |
| | | | LANIER MODEL #LD160 HAS REPLACED MODEL #LD060 - BAND 6 | | | NON-CONNECTED AND CONNECTED. | |
| -----NO ADDITIONAL CHANGES----- | | | | | | | |
| | | | | PREVIOUS PO TOTAL==> | OPEN | END | |
| | | | | PO NET CHANGE (+)==> | | | |

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

NOV 29 2004

Beverly Toler

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

OPEN END

TOTAL

Darryl Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Loren Beard*
 CHARLYN MILLER 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 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.

RECEIVED

2004 NOV 15 AM 9:46

PURCHASING DIVISION
STATE OF WV

Lanier Worldwide, Inc.
1411 Virginia St East
Charleston, WV USA 25301
Telephone 304-342-4099
Facsimile 304-342-4380
www.lanier.com

November 12, 2004

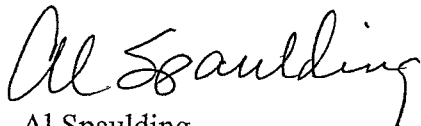
Mrs. Charlyn Miller
WV Division of Purchasing
Capital Building
Charleston, WV 25305

Dear Mrs. Miller:

The Lanier Corporation has announced a model change. The Lanier model LD151 has replaced the model LD055. We are requesting a change order for contract DIGCOP04B on Band 5, non-connected and connected. I have attached a model and accessory change sheet for your convenience. The basic specifications meet or exceed the requirements and the prices will remain the same.

We would like for this change to be effective immediately. If you have any questions or if I can be of service, please contact me at 304-342-4099 EXT. 360.

Sincerely,



Al Spaulding
Special Accounts Supervisor

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November 08, 2004

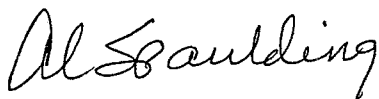
Mrs Charlyn Miller
WV Purchasing Division
Capital Building
Charleston, WV 25305

Dear Mrs. Miller:

The Lanier Corporation has announced a model change. The Lanier model LD175 has replaced the model LD075. We are requesting a change order for contract DIGCOP04B on Band 7, non-connected and connected. I have attached a model and accessory change sheet for your convenience. The basic specifications meet or exceed the requirements and the prices will remain the same.

We would like for this change to be effective immediately. If you have any questions or if I can be of service, please contact me at 304-342-4099 EXT. 360.

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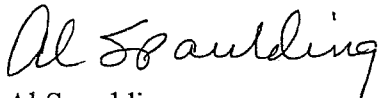
Mrs Charlyn Miller
WV Purchasing Division
Capital Building
Charleston, WV 25305

Dear Mrs. Miller:

The Lanier Corporation has announced a model change. The Lanier model LD160 has replaced the model LD060. We are requesting a change order for contract DIGCOP04B on Band 6, non-connected and connected. I have attached a model and accessory change sheet for your convenience. The basic specifications meet or exceed the requirements and the prices will remain the same.

We would like for this change to be effective immediately. If you have any questions or if I can be of service, please contact me at 304-342-4099 EXT. 360.

Sincerely,



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Special Accounts Supervisor



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| LINE | QUANTITY | UOP | VENDOR ITEM NO. | UNIT PRICE | AMOUNT |
|------|---------------|----------|--|------------|--------|
| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | |
| | | | RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04B | | |
| 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

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