



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:
 DIGCOP04C

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 10

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.

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*817143205 304-744-7440
 KOMAX BUSINESS SYSTEMS LLC
 500 D STREET
 SOUTH CHARLESTON WV 25303

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/23/2007		NET 30		550767809			
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 #10				
			TO REPLACE BAND 4 COLOR COPIER MODEL C450 WITH MODEL C451.				
			REVISED ACCESSORY LIST IS ATTACHED.				
			EFFECTIVE: JUNE 28, 2007.				
			***** NO ADDITIONAL CHANGES *****				
					PREVIOUS PO TOTAL==>	OPEN END	<i>gallino</i>
					PO NET CHANGE (+)==>		
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						JUL 24 2007	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *7/23/07*

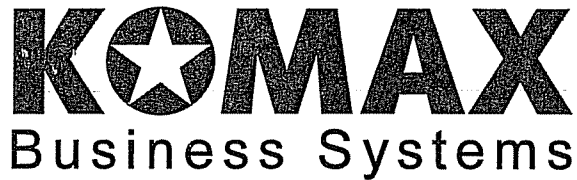
Dawn E. Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell* 7/23/07
 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.



komaxbusinesssystems.com

June 28, 2007

State of West Virginia
Dept. of Administration
Purchasing Division
2019 Washington St. E.
PO Box 50130
Charleston, WV 25305-0130

Attn: Jo Ann Adkins, Senior Buyer

Dear Mrs. Adkins,

I am writing to request your authorization allowing Komax Business Systems to replace a model on one of the bands we were awarded.

On Color Copiers, Band 4, Our Konica Minolta C450 is one of the systems on the contract. Our manufacturer has replaced this system with the Konica Minolta bizhub C-451. The base pricing will remain the same. I am enclosing a copy of the accessory pricing for your records.

Please let me know if you need additional information. Thanks for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Humphrey", is written over a white background. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

David Humphrey
State Contract Specialist

**COST SHEET
COLOR COPIERS
BAND 4**

BRAND NAME Konica Minolta

MODEL#: bizhub C-451

MINIMUM SPECIFICATIONS:

Mfg. copy volume 40,000/month

Copy speed 31cpm

Features:

1,000 sheet paper capacity

3 paper sources

Auto duplexing

Auto document feeder

Electronic sorting or finisher/sorter

(Indicate sheets)

SPECIFICATIONS OF MACHINE BID:

150,000 Copies/prints per month

45 color / 45 B/W

YES

YES

Standard

Standard

YES

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

PRICING:

Purchase price \$9969.00

(Amount to be deducted if ordering as a non-connected machine \$0.00)

Maintenance/month for purchased machines \$0.00

24 month Rental \$456.68/month

(Amount to be deducted if ordering as a non-connected machine \$ 0.00)

36 month Rental \$ 318.01 /month

(Amount to be deducted if ordering as a non-connected machine \$ 0.00)

48 month Rental \$ 249.22 /month

(Amount to be deducted if ordering as a non-connected machine \$ 0.00)

Warranty 90day (Duration) Reduction to monthly rental price during warranty:

24 month \$ 0.00/min 36 month \$ 0.00/min 48 month \$ 0.00/min

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 \$0.0645/ea

Monochrome Copies \$0.0155/ea

Accessories- Vendors may attach a list in the format indicated for any available accessories they wish to include in the contract.

KONICA MINOLTA ACCESSORY PRICING							
MODEL	ITEM	ITEM NO.	CUST. PRICE	MAINT./MIN	RENTAL COSTS PER TERM		
					24 MOS.	36 MOS.	48 MOS.
C-451	Base/Cassette Unit - Must be added to C-451		\$1,192.73		\$54.63	\$38.05	\$29.82
C-451	FS-519 Stapling Finisher		\$2,366.82		\$108.40	\$75.50	\$59.17
C-451	MT-502 Mailbin Kit (for FS-519)		\$984.00		\$45.07	\$31.39	\$24.60
C-451	PK-510 Hole Punch (for FS-519)		\$587.05		\$26.89	\$18.73	\$14.68
C-451	SD-505 Saddle Stitcher (for FS-519)		\$1,299.89		\$59.53	\$41.47	\$32.50
C-451	OT-602 Extra Tray (for FS-519)		\$45.00		\$2.06	\$1.44	\$1.13
C-451	FK-502 Fax Kit		\$1,285.91		\$58.89	\$41.02	\$32.15
C-451	ML-501 Dual Line Kit		\$1,416.36		\$64.87	\$45.18	\$35.41
C-451	SP-501 Fax Stamp for Doc Feeder		\$37.29		\$1.71	\$1.19	\$0.93
C-451	LU-301 Large Capacity Cass. 3000 Sheets		\$1,561.54		\$71.52	\$49.81	\$39.04
C-451	AU-101 Biometric Authentication Unit		\$867.71		\$39.74	\$27.68	\$21.69
C-451	SA-501 Scan Accelerator Kit		\$447.27		\$20.49	\$14.27	\$11.18
C-451	SC-503 HDD Encryption Kit		\$433.30		\$19.84	\$13.82	\$10.83
C-451	Tesco Surge Protector		\$104.83		\$4.80	\$3.34	\$2.62
C-451	WT-502 Work Table		\$88.52		\$4.05	\$2.82	\$2.21
C-451	Unity Desktop Pro - Single Seat License		\$399.99		\$18.50	\$13.00	\$10.00
C-451	Unity Desktop Pro - 25 Seat License		\$7,999.99		\$366.40	\$255.20	\$200.00



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04C				
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