



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
 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
 11

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/11/2008		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 #11				
	THIS CHANGE ORDER PROVIDES ADDITIONAL ACCESSORIES FOR BAND 4 KONICA MINOLTA BIZHUB C451 COLOR COPIER. SEE ATTACHED LIST.						
	EFFECTIVE: OCTOBER 12, 2007.						
	***** NO ADDITIONAL CHANGES *****						
	PREVIOUS PO TOTAL==>				OPEN END		
	PO NET CHANGE (+)==>						
PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 15 2008 <i>Beverly Tolson</i>							
OPEN END							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *J 11/08*

KRISTA FERRELL 304-558-2596

Dan W. Wayfield

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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 may be deemed null and void, and 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.

KOMAX

Business Systems

komaxbusinesssystems.com

October 12, 2007

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Attention: Ms. JoAnn Adkins

REF: DIGCOP04C

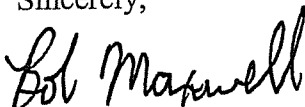
Dear Ms. Adkins;

I am writing to request your authorization allowing KOMAX Business Systems to add additional accessories to a model on one of the bands we were awarded.

On Color Copiers, Band 4, our Konica Minolta Bizhub C451 is one of the systems on the contract. 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,



Bob Maxwell
General Manager

KONICA MINOLTA ACCESSORY PRICING							
MODEL	ITEM	ITEM NO.	PURCHASE	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	FS-517 Stapling Finisher*		\$2,100.32		\$96.19	\$67.00	\$52.51
C-451	FS-608 Stapling & Folding Finisher*		\$3,450.00		\$158.01	\$110.06	\$86.25
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
	*BOLD ITEMS ARE NEW ACCESSORIES						

