

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.

DIGCOP04D

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CORRECT PURCHASE ORDER NUMBER 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.

CHANGE ORDERS 2

> SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

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

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

*709041827 304-522-7022 AARONS PRODUCTS INCORPORATED PO BOX 332 1041 8TH AVE HUNTINGTON WV 25701

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TOTAL 304-558-0468

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

BETTYFRANCISCO

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.

Pagel,

Aaron's Products, Inc.

For All Your Office Products Needs

To:

State of West Virginia

Purchasing Division

Attn: Ms. Betty Francisco

From: Mark Salmons

Aaron's Products, Inc.

Regarding:

Digital Copier Contract (DIGCOP04D)

Ms. Francisco.

This is to inform the State of four updates to our Toshiba copier contract:

- The Toshiba e-Studio 200 will be replaced by the Toshiba e-Studio 200L. The pricing will remain the same and attached you will find a list of the accessories and their costs.
- 2 One of the subcontractors has had a name change. H.L. Heaster in Clarksburg is now Heaster-Hart, LLC. Their FEIN # of the company is 20-2000382.
- 3 2 Under Monochrome printers band 2 and 4 needs to have an RADF added to the accessory list. The Model number is MR3015 at a cost of \$519.00.
- 4 3 Under monochrome copiers band 4, a second fax line needs to be added to the list of accessories for the e-Studio 450. See attached for the cost.

Thank you for the opportunity to be of service to the State of West Virginia. If you have any questions, please feel free to contact me at 342-4637 or page me at 341-2461.

Thank you,

Mark Salmons

Aaron's Products, Inc.

COST SHEET MONOCHROME COPIERS BAND 2

					Мо	nthly	Мо	nthly	Mo	onthly
				Maintenance	Re	ntal	Re	ntal	Re	ntal
Accessories/Description	Model	P	urchase	per month	24	Months	36	Months	48	Months
Platen Cover	KA3511		\$25.00		\$	1.13	\$	0.80	\$	0.60
Finisher - Hanging	MJ1022	\$	658.00		\$	29.54	\$	20.40	\$	15.86
Saddle Stitch Finisher	MJ1025	\$ '	1,574.00		\$	70.67	\$	50.37	\$	37.78
Bridge Kit	KN3520	\$	135.00		\$	6.06	\$	4.19	\$	3.25
Job Separator	MJ5004	\$	160.00		\$	7.18	\$	5.12	\$	3.84
Offset Catch Tray	MJ5005	\$	179.00		\$	8.04	\$	5.73	\$	4.30
Hole Punch	MJ6005	\$	290.00		\$	13.02	\$	9.28	\$	6.96
Paper Feed Pedestal	KD1011	\$	387.00		\$	17.38	\$	12.38	\$	9.29
Cassette for Base or PFP	MY1021	\$	209.00		\$	9.38	\$	6.69	\$	5.02
Large Capacity Feeder	KD1012	\$	419.00		\$	18.81	\$	12.99	\$	10.10
Parallel Interface Kit	GF1140	\$	285.00		\$	12.80	\$	9.12	\$	6.84
Work Tray	KK3511	\$	27.00		\$	1.21	\$	0.84	\$	0.65
Scrambler Board	GP1030	\$	591.00		\$	26.54	\$	18.91	\$	14.18
Stand3511/4511		\$	176.00		\$	7.90	\$	5.46	\$	4.24
Printer/Scanner Kit	GM2030	\$ 1	,042.00		\$	46.79	\$	33.34	\$	25.01
Scanner Upgrade Kit	GM3030	\$	572.00		\$	25.68	\$	18.30	\$	13.73
NIC Card	GF1150	\$	145.00		\$	6.51	\$	4.64	\$	3.48
Wireless LAN Adapter	GN1010	\$	512.00		\$	22.99	\$	15.87	\$	12.34
PCI Slot	GO1040	\$	149.00		\$	6.69	\$	4.62	\$	3.59
Fax Board	GD1150	\$	595.00		\$	26.72	\$	18.45	\$	14.34
2nd Fax Line	GD1160	\$	387.00		\$	17.38	\$	12.38	\$	9.29

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COST SHEET MONOCHROME COPIERS BAND 4

Monthly Monthly Monthly Accessories/Description Model Purchase Purchase Purchase GD1160 \$ 387.00 Monthly Rental Rental Rental Purchase Pur

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AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ALL STATE AGENCIES

BY ORDER

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