



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.
 DIGCOP04E

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

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

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

*709040246 304-757-9699
 IKON OFFICE SOLUTIONS
 3006 MT VERNON ROAD
 HURRICANE WV 25526

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/14/2004		NET 30		230334400			
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 #01				
EFFECTIVE NOVEMBER 18, 2004, CANON CIR3200 IS REPLACED ON THIS CONTRACT WITH CANON CIR3220. THE PRICING FOR THE REPLACEMENT ITEM REMAINS THE SAME.							WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED DEC 21 2004 <i>Beverly Toler</i>
-----NO ADDITIONAL CHANGES-----							
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BET 1215-07*

OPEN END

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL

**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.



Document Efficiency
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November 18, 2004

State Of West Virginia
Acquisition and Contract Administration
State Capitol Complex
2019 Washington Street, East
Charleston, WV 25305-0130
Attention: Betty Francisco

RE: Advice Of Change In Order

Dear Ms. Francisco:

Regarding Price Contract DIGCOP04, Please be advised that the CANON CiR3200 is no longer being manufactured and inventory has been depleted. CANON has updated the CiR3200 to a new model the CiR3220. IKON Office Solutions, Inc. would like to request a change in order to reflect this substitution. At this time, no pricing changes are requested. If you have any questions or comments, please don't hesitate to contact me at 757-9699 ext. 104.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Kachelreis", written over a light blue horizontal line.

Bob Kachelreis
Branch Sales Manager



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INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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VENDOR

*709040246 304-757-9699
 IKON OFFICE SOLUTIONS
 3006 MT VERNON ROAD
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SHIP TO

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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY		UOP CAT. NO.	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE			ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:			DIGCOP04E
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
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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