#### **Purchase Order**

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State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

BLANKET RELEASE 00

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

FURCHASE ORDER NO.

DIGCOP04E

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 12

> SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

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

HURRICANE WV 25526

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 230334400 09/04/2008 NET 30 SHIP VIA FREIGHT TERMS F.O.B MUL-MUL PREPAID BEST WAY DESTINATION UOP VENDOR ITEM NO QUANTITY LINE UNIT PRICE AMOUNT **DELIVERY DATE** CAT.NO. ITEM NUMBER CHANGE ORDER #12 1) TO REPLACE BAND 5 MODEL MP5500 WITH MODEL MP6000. TO REPLACE BAND 7 MODEL MP8500 WITH MODEL MP8000. ALL MODEL CHANGES EFFECTIVE 08/08/2008. CHANGES\*\*\*\*\*\*\*\*\* **PURCHASING DIVISION** CERTIFIED ENCUMBERED Beverly Toler PREVIOUS PO TOTAL ==> OPEN END PO NET CHANGE (+)==>

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

OPEN END

TOTAL

ERRELL

04-558-2596

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 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.
- **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 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.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



August 8th, 2008

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

RE: Advice Of Change in Order

Dear Ms. Adkins:

Regarding WV Statewide Digital Contract DIGCOP04E, Please be advised that effective August 1<sup>st</sup>, 2008 we have had a Model change to the State Contract. Ricoh has recently updated its product line and we would like to request these changes in order to reflect this new product.

Ricoh MP5500 is replaced with the Ricoh MP6000. Ricoh mp7500 is replaced by the Ricoh MP8000.

At this time, no pricing changes are requested. In addition, I will be submitting price pages to be added to our contract. If you have any questions or comments, please don't hesitate to contact me at 304-757-9699 ext. 127.

Sincerely,

**Todd Young** 

Major Account Executive IKON Office Solutions, Inc. 3006 Mount Vernon Road Hurricane, WV 25526 304-757-9699 ext. 127

# COST SHEET MONOCHROME COPIERS BAND 5

BRAND NAME: Ricoh MODEL#: MP6000

MINIMUM SPECIFICATIONS:

SPECIFICATIONS OF MACHINE BID:

mfg copy volume 45,000/month copy

yes 175,000

speed 40cpm

yes 60

Features

1,500 sheet capacity

yes

3 paper sources

yes4

auto document feeder

yes

auto duplexing electronic sorting or finisher/sorter

yes

(indicate sheets)

yes (Include item/model #s for any accessory included

in the base machine if needed for ordering.)

PRICING:

Purchase price \$6,162.02

(Amount to be deducted if ordering as a non-connected machine \$1076.00)

Maintenance/month for purchased machines \$146.25

24 month Rental \$431.88/month

(Amount to be deducted if ordering as a non-connected machine \$49.88)

36 month Rental \$347.85/month

(Amount to be deducted if ordering as a non-connected machine \$35.20)

48 month Rental \$302.98/month

(Amount to be deducted if ordering as a non-connected machine \$27.37)

Warranty 3 mos(duration)Reduction to monthly rental price during warranty \$0/mn

Monthly rental and monthly maintenance for purchased machines is inclusive of al supplies excepting paper for 32,500 copies/month..

Per copy overage charge for copies in excess of 32,500 copies/month \$.0045/ea

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

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# COST SHEET MONOCHROME COPIERS BAND 7

BRAND NAME: Ricoh

MODEL#: MP8000

MINIMUM SPECIFICATIONS:

SPECIFICATIONS OF MACHINE BID:

mfg copy volume 150,000/month copy

yes 300,000

speed 70cpm

yes 80

Features

1,500 sheet capacity

yes

4 paper sources

yes4

auto document feeder

yes

auto duplexing

yes

electronic sorting or finisher/sorter

yes

(indicate sheets)

(Include item/model #s for any accessory included

in the base machine if needed for ordering.)

#### PRICING:

Purchase price \$9,660.00

(Amount to be deducted if ordering as a non-connected machine \$1027.00)

Maintenance/month for purchased machines \$337.50

24 month Rental \$785.27/month

(Amount to be deducted if ordering as a non-connected machine \$47.61)

36 month Rental \$651.55/month

(Amount to be deducted if ordering as a non-connected machine \$33.60)

48 month Rental \$581.20/month

(Amount to be deducted if ordering as a non-connected machine \$26.12)

Warranty 3 mos(duration)Reduction to monthly rental price during warranty \$0/mn

Monthly rental and monthly maintenance for purchased machines is inclusive of al supplies excepting paper for 75,000 copies/month..

Per copy overage charge for copies in excess of 75,000 copies/month \$.0045/ea

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

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### **Purchase Order**



State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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

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VARIOUS LOCALES AS INDICATED

HURRICANE WV 25526

ALL STATE AGENCIES

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