



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.

DIGCOP04H

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

2

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709004042 800-543-7201
 XEROX CORPORATION (CHARLESTON)
 300 SUMMERS STREET
 CHARLESTON WV 25301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/09/2004		NET 30		160468020			
SHIP VIA		FOB		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 #02				
			TO CHANGE THE MODEL ON BAND 3, COLOR COPIER				
			FROM: WCP40				
			TO: WCP2128				
			PLEASE SEE ATTACHED REPLACEMENT ACCESSORY LIST				
			EFFECTIVE: 11/01/04				
			----- NO OTHER CHANGES -----				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

DEC 13 2004

Beverly Toler

OPEN END

TOTAL

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *12/14/04*

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY

Charlyn Miller
 CHARLYN MILLER

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 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.

State of West Virginia RFP # DIGCOP04
 Color Digital Copier Outright Purchase Prices

Includes Customer Education and
 Consumable Supplies, excluding paper
 Revised 11/9/2004
 Accessory

PCCNTRL	--Print/Copy Controller	\$0
SPCCNTRL	--Scan/ Print/Copy Controller	\$1,400
ALLCNTRL	--Print/Copy/ Scan/IFAX/SFAX CNTRL	\$1,900
TNU	--Cabinet w/ Tray	\$500
ULF	--3 Tray Module	Incl.
ULG	--Hi Cap Feeder Color	\$1,000
	May Choose any of the following	
OFFINSHR	--Office Finisher	\$1,600
ADVFIN	--Advanced Finisher (TWE), 3 Hole Punct	\$2,200
PROFIN	--Professional Finisher (TWF), 3 Hole Pu	\$3,800
IJOWRT	--Immediate Job Overwrite	\$695
IJOJBA	--IJO and JBA	\$1,095
JOBACC	--Job Based Accounting	\$500
IFAXKIT	--1 Line Fax Kit:	\$995
2FAXKIT	--2 Line Fax Kit:	\$1,400
CSTDSCAN	--Scan to PC Desktop -- STD Edition	\$1,195
CDLXSCAN	--Scan to PC Desktop -- DLX Edition	\$4,195
C128MEM	--128MB Memory Kit	\$345
NPG	--Convenience Stapler	\$299
TNV	--Foreign Interface Kit	\$175
CUSB	--USB Printing Kit	\$250
IFAXSFAX	--IFAX / SFAX	\$795
SCANUPGR	--Controller upgrade	\$2,000

Handwritten text, likely bleed-through from the reverse side of the page. The text is extremely faint and illegible due to the quality of the scan. It appears to be organized into several paragraphs or sections, but the specific words and sentences cannot be discerned.

State of West Virginia RFP # DIGCOP04
 B&W Full Color Copier Rental Prices
 Includes Customer Education and Consumable
 Supplies, excluding paper
 Revised 11/9/2004

Accessory

MUST Choose One of the Following:					
PCCNTRL-Print/Copy Controller	Included	Included	Included	Included	
ULF-3 Tray Module	Included	Included	Included	Included	
MUST Choose One of the Following:	24 Months	36 Months	48 Months	60 Months	
ALLCNTRL-Print/Copy/Scan/Fax/SFax Cntrl	\$103.35	\$72.43	\$63.00	\$63.00	
PCCNTRL-Print/Copy Controller	\$0.00	\$0.00	\$0.00	\$0.00	
SCANUPGRD-Scan Upgrade for WCP	\$108.79	\$76.24	\$66.32	\$66.32	
SPCCNTRL-Print/Copy/Scan Controller	\$76.15	\$53.37	\$46.42	\$46.42	
MAY Choose One of the Following:					
CDLXSCAN-Scan to PC Desktop Deluxe	\$228.19	\$159.92	\$139.12	\$139.12	
CSTDSCAN-Scan to PC Desktop Standard	\$84.99	\$45.55	\$39.62	\$39.62	
MUST Choose One of the Following:					
TNU-1 Tray with Cabinet	\$27.19	\$19.06	\$16.58	\$16.58	
ULF-3 Tray Module	\$43.51	\$30.49	\$26.52	\$26.52	
ULG-High Capacity Feeder	\$54.39	\$38.12	\$33.16	\$33.16	
* MAY Choose One of the Following:					
*ADVFIN-Advanced Finisher w/ 3-Hole Punch	\$119.66	\$83.86	\$72.95	\$72.95	
*OFFFINSHR-Office Finisher (URE)	\$87.03	\$60.99	\$53.05	\$53.05	
*PROFIN-Professional Finisher w/ 3-Hole Punch	\$206.70	\$144.86	\$126.02	\$126.02	
MAY Choose One of the Following:					
*1JOBBA-Immediate Job Overwrite & Job Based Acct	\$59.56	\$41.74	\$36.31	\$36.31	
*1JOWRT-Immediate Job Overwrite	\$37.80	\$26.48	\$23.04	\$23.04	
*JOBACC-Job Based Accounting	\$27.19	\$19.06	\$16.58	\$16.58	
* MAY Choose One of the Following:					
*1FAXKIT-1 Line Fax Kit (Disables SFAX)	\$54.12	\$37.92	\$32.99	\$32.99	
*2FAXKIT-2 Line Fax Kit (Disables SFAX)	\$76.15	\$53.37	\$46.42	\$46.42	
498K04110-Mobility Plate	\$0.00	\$0.00	\$0.00	\$0.00	
498K07950-Finisher Mobility Plate	\$0.00	\$0.00	\$0.00	\$0.00	
C128MEM-128Mb Memory Kit	\$18.75	\$13.14	\$11.43	\$11.43	
CUSB-USB Kit	\$13.59	\$9.52	\$8.29	\$8.29	
NPG-Convenience Stapler	\$16.25	\$11.38	\$9.90	\$9.90	
TNV-Foreign Interface	\$9.51	\$6.66	\$5.80	\$5.80	

