



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
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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 ORDER
 6

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

I N V O I C E T O

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

R O U T I N G

*709004042 304-634-4331
 XEROX CORPORATION
 C/O DOCUMENT SOLUTIONS
 114 WASHINGTON ST W
 CHARLESTON WV 25302

S H I P T O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/13/2006		NET 30		160468020			
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 #06				
	VENDOR'S NAME AND ADDRESS ARE CHANGED PER LETTER DATED MARCH 29, 2006.						
	XEROX CORPORATION C/O DOCUMENT SOLUTIONS 114 WASHINGTON STREET, WEST CHARLESTON, WV 25302						
	*****NO ADDITIONAL CHANGES***** APR 17 2006						
	PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>						

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BSF 4-16-06*

TOTAL

Daune Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

KRISTA FERRELL 304-568-2596
 BY *Aaren Ferrell* 4/14/06
 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.

THE DOCUMENT COMPANY

XEROX®

March 29, 2006

To: Betty Francisco, Senior Buyer
Address: Department of Administration
Purchasing Division
PO Box 50130
2019 Washington Street, East
Charleston, WV 25305-0130

Subject: Contract Holders Change Letter

Dear Mrs. Francisco,

Please use this letter as a notification to change the contract holder's name on the contract DIGCOP04H from Xerox Corporation, 300 Summers St, Charleston WV 25301 to Xerox Corporation care of Document Solutions, 114 Washington St W, Charleston WV, 25302 effective immediately.

If you have any questions please call my office @ 304-345-5800. Thank you for your assistance.

Sincerely,

Dan Fullen



Major Account Manager
Xerox Document Solutions
114 Washington St W
Charleston, WV 25302

FED ID 16-046-8020

RECEIVED
2006 MAR 31 A 9: 51
PURCHASING DIVISION
STATE OF WV





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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CHANGE ORDER
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INVOICE TO

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

VENDOR

*709004042 304-634-4331
 XEROX CORPORATION
 C/O DOCUMENT SOLUTIONS
 114 WASHINGTON ST W
 CHARLESTON WV 25302

SHIP TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE		CAT. NO.	ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:			DIGCOP04H
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