



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

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CHANGE ORDER
 8

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

*709004042 304-634-4331
 XEROX CORPORATION
 C/O DOCUMENT SOLUTIONS
 4216 MACCORKLE AVE SE STE E
 CHARLESTON WV 25304-2539

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/30/2006		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 #08				
	TO REPLACE THE M15 COPIER IN BAND 1 MONOCHROME COPIERS WITH THE WC4118. REFER TO ATTACHED COST SHEET AND SPECIFICATIONS.						
	*****NO ADDITIONAL CHANGES*****						
					WW STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED NOV - 3 2006 <i>Beverly Toler</i>		
					PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Dan Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY KRISTA FERRELL 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.

THE DOCUMENT COMPANY

XEROX[®]

October 19, 2006

To: Betty Francisco
Address: Dept. of Administration State of WV Purchasing
Subject: Digital copier contract product replacement

Dear Mrs. Vance,

Please accept this letter as change order # 8 to replace the M15 copier in Band 1 monochrome copiers for the State Wide Digital Copier Contract. The M15 copier has become stop order taking and we would like to replace it with the WC4118. The WC4118 meets, as well as exceeds, all minimum bid requirements set forth in the original request. Attached you will find the pricing pages with accessories as well as the product brochure.
Please call if I can be of further assistance.

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

Sincerely,



Dan Fullen
Major Account Executive
XEROX DOCUMENT SOLUTIONS
4216 MacCorkle Ave SE, Suite E
Charleston, WV 25304

FED ID 16-046-8020

RECEIVED
2006 OCT 20 A 9:28
PURCHASING DIVISION
STATE OF WV



**COST SHEET
MONOCHROME COPIERS
BAND 1**

BRAND NAME: Xerox
MODEL#: WC4118

MINIMUM SPECIFICATIONS:

mfg. copy volume 5,000/month
copy speed 10cpm
Features:
250 sheet paper capacity
bypass tray
auto document feeder

SPECIFICATIONS OF MACHINE BID:

mfg. copy volume 5,000/month
copy speed 18 ppm
550 sheet paper capacity
bypass tray holds 100 sheets
auto document feeder
(Include item/model #s for any accessory included
in the base machine if needed for ordering.)

PRICING:

Purchase price : \$1,080

Amount to be deducted if ordering as a non-connected machine \$ 0

Maintenance/month for purchased machines \$ 31.00

24 month Rental \$81.10 /month

Amount to be deducted if ordering as a non-connected machine \$ 0

36 month Rental \$65.22 /month

Amount to be deducted if ordering as a non-connected machine \$ 0

48 month Rental \$59.72 /month

Amount to be deducted if ordering as a non-connected machine \$ 0

Warranty 0 (duration) Reduction to monthly maintenance and rental price during warranty:

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies
excepting paper for 2,500 copies/month.

Per copy overage charge for copies in excess of 2,500 copies/month \$ 0.0175 /ea

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

Accessory/Description	Model#	Purchase	Maintenance/month	Rental/month
20STAND-Cabinet Stand		\$199.00	0	\$12.74/24month
			0	\$8.93/36month
			0	\$7.61/48month



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INVOICE TO

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VENDOR

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SHIP TO

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