



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.
 DIGCOP04I

PAGE
 1

BLANKET RELEASE
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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
 11

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

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

VENDOR

*306110004 304-346-1645
 OCE IMAGISTICS
 900 LEE STREET #420

 CHARLESTON WV 25301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/01/2008		NET 30		061611068			
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 #11				
	THIS CHANGE ORDER IS TO PROVIDE THE FOLLOWING CHANGES:						
	REPLACE MODEL CM3521, BAND 3, COLOR COPIER WITH CM3522.						
	EFFECTIVE: JUNE 23, 2008						
	*****NO ADDITIONAL CHANGES*****						
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						JUL - 3 2008	
						<i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

Krista Ferrell
 KRISTA FERRELL 304-558-2596

BY *[Signature]*
 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 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 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."



Océ Imagistics Inc.

100 Prestige Park Road
East Hartford, Connecticut 06108
telephone 860-509-3013
fax 860-509-3003
dave.tarracciano@oce.com
www.oceusa.com

David J. Tarracciano

Director, State & Government Sales

June 23, 2008

Ms. Jo Ann Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Dear Ms. Adkins:

Please accept this letter as Océ Imagistics' request to substitute product on the statewide copier contract #DIGCOP04. Pursuant to the "Firm Pricing" clause (Item 1.1) under the General Terms and Conditions of the Request For Quote, we are offering replacement product that is equal to, or exceeds, the minimum specification requirements of the band in which it is being placed.

We would like to replace the model cm3521 (Band 3 of the color copier award), which has been discontinued effective immediately, with the model cm3522. The cm3522 is being offered at the same purchase, rental and maintenance pricing as the cm3521. A revised pricing sheet and descriptive literature for the model cm3522 is attached for your convenience.

I would appreciate some form of written approval so that we may move forward in marketing the cm3522 to state contract users. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "David J. Tarracciano". The signature is written in a cursive style with a large, sweeping initial "D".

David J. Tarracciano
Director - State & Government Sales

DJT/jlm

Attachments

**COST SHEET
COLOR COPIERS
BAND 3**

BRAND NAME: Océ Imagistics Inc.
MODEL#: cm3522

MINIMUM SPECIFICATIONS:

mfg. copy volume 30,000/month
copy speed 21cpm

Features:

500 sheet paper capacity
2 paper sources
auto duplexing
auto document feeder
electronic sorting or finisher/sorter
(indicate sheets)

SPECIFICATIONS OF MACHINE BID:

Up to 100,000 copies/mo.
35 cpm-Color/35 cpm-B & W

1,000 Sheet Paper Capacity - #9354 Copy Desk

500/500 Sheet Paper Drawers

Standard Automatic Duplexing

Standard RADF

Standard Electronic Sorting #CM5520050

(Include item/model #s for any accessory included
in the base machine if needed for ordering.)

PRICING: **Connected configuration includes:** cm3522/478-SK1/9354/CM5520050/DLD4

Purchase price \$ 7,159.00

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

Maintenance/month for purchased machines \$ 17.00

24 month Rental \$ 348.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

36 month Rental \$ 229.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

48 month Rental \$ 196.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

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

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

Maintenance for purchased machines shall be at no cost during the warranty period.

No copies are included in the monthly maintenance or rental fee, but a per-copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copies per click.

Color Copies \$.075 /ea Monochrome Copies \$.012 /ea

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

Accessory	Model#	Purchase	Maintenance/month	Rental/month		
				2 Yr.	3 Yr.	4 Yr.
Inner Finisher	9356	\$775.00	\$0.00	\$36.00	\$23.00	\$20.00
Punch Option for Inner Finisher	9357	\$254.00	\$0.00	\$12.00	\$8.00	\$7.00
Saddle Stitch Option for Inner Finisher	9822	\$493.00	\$0.00	\$23.00	\$15.00	\$12.00
Additional Bin Option for Inner Finisher	CM5520020	\$28.00	\$0.00	\$1.00	\$1.00	\$1.00
Mailbin Option for Inner Finisher	9824	\$611.00	\$0.00	\$27.00	\$18.00	\$14.00
Job Separator	CM2500200	\$297.00	\$0.00	\$13.00	\$9.00	\$7.00
Floor Saddle Finisher	9355	\$1,566.00	\$0.00	\$68.00	\$46.00	\$37.00
Punch Unit for Floor Saddle Finisher	CM3100010	\$291.00	\$0.00	\$13.00	\$9.00	\$7.00
2 x 550-Sheet Paper Tray Unit	9352	\$478.00	\$0.00	\$22.00	\$14.00	\$12.00
2,500 Sheet Large Capacity Paper Tray	9353	\$478.00	\$0.00	\$22.00	\$14.00	\$12.00
Working Table	CM5520030	\$48.00	\$0.00	\$2.00	\$1.00	\$1.00
USB Port Extension	CM2500250	\$15.00	\$0.00	\$1.00	\$1.00	\$1.00
Local Interface for USB 2.0	CM5520080	\$129.00	\$0.00	\$6.00	\$4.00	\$3.00
Biometrics Authentication Device	CM5520040	\$482.00	\$0.00	\$21.00	\$14.00	\$11.00
Fax Kit	CM3500210	\$638.00	\$0.00	\$30.00	\$19.00	\$16.00
Second Fax Connection	PH2002	\$847.00	\$0.00	\$40.00	\$25.00	\$21.00
Fiery® X3e Print Controller	9829	\$3,153.00	\$0.00	\$154.00	\$99.00	\$83.00
Fiery® Integration Fee	CDDN	\$150.00	\$0.00	\$0	\$0	\$0
Fiery® Interface Kit	CM5520070	\$283.00	\$0.00	\$12.00	\$8.00	\$7.00
Fiery® Impose	45057883	\$1,171.00	\$0.00	\$83.00	\$53.00	\$45.00
Fiery® Hot Folder	45062252	\$567.00	\$0.00	\$26.00	\$17.00	\$14.00
Fiery® Auto Trap	45062253	\$567.00	\$0.00	\$26.00	\$17.00	\$14.00
Fiery® Secure Erase	45062251	\$567.00	\$0.00	\$26.00	\$17.00	\$14.00
Scan Accelerator	CM5520060	\$275.00	\$0.00	\$13.00	\$8.00	\$7.00
Encryption Chip for HDD	CM3500260	\$210.00	\$0.00	\$10.00	\$7.00	\$5.00
Printer Administration Utility 4.0	ZB3500910	\$15.00	\$0.00	N/A	N/A	N/A
Desktop Doc. Mgr. – 5 License	CM2510160	\$213.00	\$0.00	\$10.00	\$6.00	\$5.00
Desktop Doc. Mgr. – 50 License	CM2510170	\$1,366.00	\$0.00	\$63.00	\$41.00	\$34.00
Line Filter w/15A Surge Protector	982-6	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00



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DATE PRINTED 07/01/2008	TERMS OF SALE NET 30	FEIN/SSN 061611068	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04I					
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