



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.
 DIGCOP09G

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
 5

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *709005526 973-882-2000
 RICOH AMERICAS CORPORATION
 FIVE DEDRICK PLACE
 WEST CALDWELL NJ 07006

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/12/2010		NET 30		222783521			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #05				
			TO PROVIDE IKON INFORMATION FOR THIS CONTRACT, PROVIDED BY RICOH.				
			EFFECTIVE DATE: JULY 12, 2010				
			***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUL 13 2010
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *7/14/10*

OPEN END
 TOTAL

Sung H. Warkild
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Ann Adkins*
 ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE *7/12/10*

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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

State of West Virginia RFQ No.: DIGCOP09
Digital Copiers

Service Provider Statewide Network

RICOH

IKON

3006 Mount Vernon Road, Suite 1010
Hurricane, WV 25526
1-888-456-6457

IKON has 20 technicians assigned to the State of West Virginia and provides service support statewide for the Ricoh brand in all counties:

BARBOUR	KANAWHA	PRESTON
BERKELEY	LEWIS	PUTNAM
BOONE	LINCOLN	RALEIGH
BRAXTON	LOGAN	RANDOLPH
BROOKE	MARION	RITCHIE
CABELL	MARSHALL	ROANE
CALHOUN	MASON	SUMMERS
CLAY	MCDOWELL	TAYLOR
DODDRIDGE	MERCER	TUCKER
FAYETTE	MINERAL	TYLER
GILMER	MINGO	UPSHUR
GRANT	MONONGALIA	WAYNE
GREENBRIER	MONROE	WEBSTER
HAMPSHIRE	MORGAN	WETZEL
HANCOCK	NICHOLAS	WIRT
HARDY	OHIO	WOOD
HARRISON	PENDLETON	WYOMING
JACKSON	PLEASANTS	
JEFFERSON	POCAHONTAS	



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RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP09G							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-64	DIGITAL COPIERS AND PRINTERS		_____	_____	
SIGNATURE _____			DATE _____				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE