



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.
FINEPAP02B

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
10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

VENDOR
*709003613 01 800-344-6604
UNISOURCE
550 27TH STREET
HUNTINGTON WV 25702

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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/17/2005		NET 30		135369500			
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 #10				
	EFFECTIVE MARCH 25, 2005:						
	LINE #	ITEM #		OLD PRICE	NEW PRICE	WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED	
	0014	645-36-01-010		\$2.32/RM	\$2.47/RM	MAR 22 2005 <i>Beverly Toler</i>	
	0015	645-36-01-012		\$2.97/RM	\$3.17/RM		
	0016	645-36-01-016		\$4.64/RM	\$4.94/RM		
	0018	646-36-01-021		\$2.48/RM	\$2.63/RM		
*****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJF 3-17-05*

OPEN END

Daunte Wayfield

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY

[Signature]
PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL

**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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

unisource

February 28, 2004

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST. EAST
CHARLESTON, WV 25305

SUBJECT: PRICE INCREASE CONTRACT #FINEPAP02B

DEAR SIRs,



Price increases on cut size commodity have been effectively raised by our mill partners with orders delivered on or after March 14, 2005. Therefore it is necessary for Unisource to adjust your prices on contract #FINEPAP02B with orders delivered on or after March 25, 2005. The increase is \$3.00 cwt. I have included a copy of the mill documentation for your files. Thank you for your consideration.

LINE#	ITEM#	OLD PRICE	NEW PRICE
0014	645-36-01-010	\$2.32/RM	\$2.47/RM
0015	645-36-01-012	\$2.97/RM	\$3.17/RM
0016	645-36-01-016	\$4.64/RM	\$4.94/RM
0018	645-36-01-021	\$2.48/RM	\$2.63/RM

Please call Mike Basler at (304) 634-3118 with questions or concerns,

Thank You,

Mike Basler

Fax: 13045227170

*DM
SALES*



PRICE INCREASE INFORMATION – PLEASE DISTRIBUTE TO ALL

February 25, 2005

Dear Valued Customer:

Effective with shipments March 14, 2005, we are increasing the transaction price of the following product:

84-92 bright copy

\$3.00/cwt.

All standard differentials and upcharges apply.

All orders entered prior to close of business on February 25, 2005, will be invoiced at the acknowledged price.

Please contact your Domtar Territory Manager or Account Service Manager with any questions.

We appreciate your continued support.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Normand Lecours'.

Normand Lecours
Vice President Sales
Commercial Print & Imaging

US



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 BY ORDER

DATE PRINTED 03/17/2005	TERMS OF SALE NET 30	FEIN/SSN 135369500	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:	FINEPAP02B	
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
0001		000-01			OPEN END CONTRACT			
				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