



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.**  
FINEPAP02C

**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**  
5

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

## AGENCY COPY

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

**PODZEV**  
 \*709002530 05 800-987-5270  
 XPEDX AN INTERNATIONAL PAPER C  
 PO BOX 54807  
 LEXINGTON KY 40555

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

<b>DATE PRINTED</b> 04/08/2005	<b>TERMS OF SALE</b> NET 30	<b>FEIN/SSN</b> 130872805	<b>FUND</b>
<b>SHIP VIA</b> BEST WAY	<b>FOB</b> DESTINATION	<b>FREIGHT TERMS</b> PREPAID	<b>ACCOUNT NUMBER</b> MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #05		
<p>TO EXTEND AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. THE CONTRACT (UNIT PRICES, HOURLY RATES ANNUAL FEE, ETC.) IS INCREASED AS DEFINED IN THE ATTACHED DOCUMENTATION. THIS EXTENSION ALSO DELETES SOME ITEMS FROM THE CONTRACT.</p> <p>EFFECTIVE DATE OF EXTENSION: 04/01/2005 THROUGH 06/30/2005</p> <p>PREVIOUS PO TOTAL==&gt; OPEN END            PO NET CHANGE (+)==&gt;</p>					
					<p>WV STATE PURCHASING DIVISION            ADMINISTRATION UNIT            CERTIFIED ENCUMBERED</p> <p>APR 14 2005</p> <p><i>Beverly Toler</i></p>

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *APR 11 05*

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
**TOTAL**  
 304-558-0468

**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.

April 1, 2005



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street  
P.O. Box 50130  
Charleston, West Virginia 25305-0130  
Att: Betty L. Francisco

Subject: Finepap02C

Dear Ms. Francisco,

We agree to extend the contract for the period April 1, 2005 through June 30, 2005 under the same terms and conditions in the original order and change orders there to. See below the items listed for acceptance or deletion because of changing market conditions including the item number, product code and unit price if applicable.

0002	Delete	Not Available From The Mill
0003	Delete	No #1 Watermark Colors Available In That Size
0004	Delete	No #1 Watermark Colors Available In That Size
0005	PC 514332	\$7.00 Per Ream (Wausau)
0006	Various #'s	\$6.00 Per Ream (Wausau)
0007	Various #'s	\$70.00 Per cwt (Wausau) Exact
0008	Various #'s	\$3.25 Per Ream (Wausau) Exact
0009	Various #'s	\$3.75 Per Ream (Wausau) Exact
0010	Various #'s	\$5.88 Per Ream (Wausau) Exact
0011	Delete	Not Available
0012	Various #'s	\$3.25 Per Ream (Wausau) Exact
0013	Various #'s	\$2.10 Per Ream Vector
0014	Various #'s	\$3.50 Per Ream (Wausau)
0015	Various #'s	\$5.88 Per Ream (Wausau)
0016	Delete	Not Available
0017	Various #'s	\$95.00 Per cwt (Mead) (Commerce)
0018	Various #'s	\$95.00 Per cwt (Mead) (Commerce)
0019	Various #'s	\$95.00 Per cwt (Mead) (Commerce)
0020	Various #'s	\$95.00 Per cwt (Mead) (Commerce)
0021	Various #'s	\$65.00 Per cwt Lynx
0022	Various #'s	\$65.00 Per cwt Lynx
0023	Various #'s	\$65.00 Per cwt Lynx
0024	Various #'s	\$65.00 Per cwt Lynx

0025	Various #'s	\$65.00 Per cwt	Lynx
0026	Various #'s	\$63.00 Per cwt	Exact
0027	Various #'s	\$65.00 Per cwt	Lynx
0028	Various #'s	\$63.00 Per cwt	Lynx
0029	Various #'s	\$65.00 Per cwt	Lynx
0030	Various #'s	\$65.00 Per cwt	Lynx
0031	Various #'s	\$65.00 Per cwt	Lynx
0032	Various #'s	\$65.00 Per cwt	Lynx
0033	Various #'s	\$63.00 Per cwt	Lynx
0034	Various #'s	\$63.00 Per cwt	Exact
0035	Various #'s	\$63.00 Per cwt	Exact
0036	Various #'s	\$63.00 Per cwt	Exact
0037	Various #'s	\$110.00 Per cwt	Royal Linen
0038	Various #'s	\$110.00 Per cwt	Royal Linen
0039	Various #'s	\$110.00 Per cwt	Royal Linen
0040	Various #'s	\$65.00 Per cwt	Anthem
0041	Various #'s	\$85.00 Per cwt	Carolina
0042	Various #'s	\$85.00 Per cwt	Carolina
0043	Various #'s	\$85.00 Per cwt	Carolina
0044	Various #'s	\$110.00 Per cwt	Royal Linen
0045	Various #'s	\$110.00 Per cwt	Royal Linen
0046	Various #'s	\$110.00 Per cwt	Royal Linen
0047	Various #'s	\$65.00 Per cwt	Exact
0048	Various #'s	\$65.00 Per cwt	Exact
0049	Various #'s	\$65.00 Per cwt	Exact
0050	Various #'s	\$65.00 Per cwt	Exact
0051	Various #'s	\$65.00 Per cwt	Exact
0052	Various #'s	\$65.00 Per cwt	Exact
0053	Delete	Not Available	
0054	Various #'s	\$300.00 Per M Sheets	Mead
0055	Various #'s	\$40.00 Per cwt	Matrix
0056	Various #'s	\$2.50 Per Ream	Magnum Digital
0057	Various #'s	\$3.00 Per Ream	Magnum Digital
0058	Various #'s	\$23.00 Per Bundle	Matrix
0059	Various #'s	\$17.00 Per Bundle	Matrix
0060	Various #'s	\$21.00 Per Bundle	Matrix
0061	Cutting	\$10.00 Per cwt	
0062	Cutting	\$10.00 Per cwt	
0063	Cutting	\$10.00 Per cwt	
0064	Cutting	\$10.00 Per cwt	
0065	Cutting	\$10.00 Per cwt	
0066	Various #'s	\$24.80 Per Carton	

If you have any questions, please call 800 987-5270, hit option #1.

Sincerely,

A handwritten signature in black ink, appearing to read "C. R. Brown". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

C. R. Brown  
Tax Supported Manager  
Xpedx, An International Paper Company



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VENDOR FOR

\*709002530 05 800-987-5270  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER: FINEPAP02C		
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