

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.



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.
 PAPER06A

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 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

VENDOR

*709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/20/2005	NET 30	550677029	
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		
0001	11/30/2005	EA	395-50	.00000	
3. VENDOR'S BID DATED 12/13/05. ALL ORDERS OF PAPER MUST BE DELIVERED WITHIN 10 WORKING DAYS AFTER RECEIPT OF ORDER. ALL ORDERS TOTALING \$1,000.00 OR MORE TO A SINGLE WEST VIRGINIA DELIVERY POINT SHALL BE F.O.B. DESTINATION. MINIMUM ORDER THROUGH THIS CONTRACT: \$100.00 PRICES ARE FIRM FOR A MINIMUM OF 90 DAYS FROM DATE OF CONTRACT AWARD. CONTRACT COORDINATOR: NAME: BOB IDEN PHONE NUMBER: 304-776-1279 FAX NUMBER: 304-776-1789 EMAIL: BOBI@LIBERTYDISTRIBUTORS.COM MISCELLANEOUS PAPER-COMPUTER-TYPING, ETC.					

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



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 1, 2006 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>				

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.					
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)					
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.					
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.					
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-					

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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.					
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI-TION OF AWARD.					

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PAPER06A - LIBERTY DISTRIBUTORS					Liberty Distributors
Item	Description	Size	Weight	Color	Price Per 1,000
BOND #1					
1	bond: #1 watermark, sulphite	8-1/2 x 11	20#	white	10.63
2	bond: #1 watermark, sulphite	8-1/2 X 14	20#	white	13.71
3	bond: #1 watermark, sulphite	11 x 17	20#	white	21.72
4	bond: #1 watermark	17 x 22	20#	white	42.50
5	bond: #1 premium, recycled	8-1/2 x 11	20#	white	7.01
6	bond: #1 premium, recycled	8-1/2 x 14	20#	white	8.68
7	bond: #1 premium, recycled	11 x 17	20#	white	11.37
OFFSET #2					
30	offset: #2 coated,regular, smooth	17-1/2 x 22-1/2	70#	white	38.84
31	offset: #2 coated,regular, smooth	17-1/2 x 22-1/2	80#	white	44.30
32	offset: #2 coated,regular, smooth	17-1/2 x 22-1/2	100#	white	55.87
34	offset: #2 coated,regular, smooth	19 x 25	70#	white	47.23
35	offset: #2 coated,regular, smooth	19 x 25	80#	white	53.91
36	offset: #2 coated,regular, smooth	19 x 25	100#	white	67.09
38	offset: #2 coated,regular, smooth	23 x 35	70#	white	80.19
39	offset: #2 coated,regular, smooth	23 x 35	80#	white	91.32
40	offset: #2 coated,regular, smooth	23 x 35	100#	white	113.00
42	offset: #2 coated,regular, smooth	25 x 38	70#	white	94.46
43	offset: #2 coated,regular, smooth	25 x 38	80#	white	107.14
44	offset: #2 coated,regular, smooth	25 x 38	100#	white	134.60
46	offset: #2 coated,regular, smooth	28 x 40	70#	white	111.02
47	offset: #2 coated,regular, smooth	28 x 40	80#	white	126.36
48	offset: #2 coated,regular, smooth	28 x 40	100#	white	158.82
50	offset: #2 recycled, coated, regular, smooth	17-1/2 x 22-1/2	70#	white	38.84
51	offset: #2 recycled, coated, regular, smooth	17-1/2 x 22-1/2	80#	white	44.30
53	offset: #2 recycled, coated, regular, smooth	19 x 25	70#	white	47.23
54	offset: #2 recycled, coated, regular, smooth	19 x 25	80#	white	53.91
56	offset: #2 recycled, coated, regular, smooth	23 x 35	70#	white	80.19
57	offset: #2 recycled, coated, regular, smooth	23 x 35	80#	white	91.32
59	offset: #2 recycled, coated, regular, smooth	25 x 38	70#	white	94.46
60	offset: #2 recycled, coated, regular, smooth	25 x 38	80#	white	107.14
61	offset: #3 coated, smooth finish	19 x 25	60#	white	39.07
62	offset: #3 coated, smooth finish	19 x 25	70#	white	45.58
63	offset: #3 coated, smooth finish	19 x 25	80#	white	52.09
64	offset: #3 coated, smooth finish	19 x 25	100#	white	65.11
65	offset: #3 coated, smooth finish	23 x 35	60#	white	66.42
66	offset: #3 coated, smooth finish	23 x 35	70#	white	77.48
67	offset: #3 coated, smooth finish	23 x35	80#	white	88.56
68	offset: #3 coated, smooth finish	23 x35	100#	white	110.04
OFFSET #1					
75	offset: #1 regular finish	8-1/2 x 11	50#	white	5.50
76	offset: #1 regular finish	8-1/2 x 11	60#	white	6.32
77	offset: #1 regular finish	8-1/2 x 11	70#	white	7.46

PAPER06A - LIBERTY DISTRIBUTORS					Liberty Distributors
Item	Description	Size	Weight	Color	Price Per 1,000
79	offset: #1 regular finish, recycled	8-1/2 x 11	60#	white	5.82
82	offset: #1 regular finish	8-1/2 x 14	60#	white	8.49
83	offset: #1 regular finish	8-1/2 x 14	70#	white	9.89
84	offset: #1 regular finish	11 x 17	50#	white	11.10
85	offset: #1 regular finish	11 x 17	60#	white	13.33
86	offset: #1 regular finish	11 x 17	70#	white	15.55
87	offset: #1 regular finish	17-1/2 x 22-1/2	50#	white	22.90
88	offset: #1 regular finish	17-1/2 x 22-1/2	60#	white	27.05
89	offset: #1 regular finish	17-1/2 x 22-1/2	70#	white	31.38
90	offset: #1 regular finish	19 x 25	50#	white	27.93
91	offset: #1 regular finish	19 x 25	60#	white	32.46
92	offset: #1 regular finish	19 x 25	70#	white	37.88
93	offset: #1 regular finish	23 x 35	50#	white	47.48
94	offset: #1 regular finish	23 x 35	60#	white	55.19
95	offset: #1 regular finish	23 x 35	70#	white	64.40
96	offset: #1 regular finish	25 x 38	50#	white	55.86
97	offset: #1 regular finish	25 x 38	60#	white	64.93
98	offset: #1 regular finish	25 x 38	70#	white	75.75
OFFSET #1 OPAQUE COVER					
141	offset: #1 opaque, cover	8-1/2 x 11	65#	white	15.83
142	offset: #1 opaque, cover	8-1/2 x 11	80#	white	19.26
143	offset: #1 opaque, cover	8-1/2 x 11	65#	colors	17.64
LASER					
224	laser print: BR 92	8-1/2 x 11	24#	white	11.12
225	laser print: BR 92	8-12 x 14	24#	white	14.62
226	laser print: BR 92	11 x 17	24#	white	22.99
CHIPBOARD					
227	chipboard, plain, .030 calibre bundle	8-1/2 x 11			24.00
228	chipboard, plain, .030 calibre bundle	8-1/2 x 14			23.10
229	chipboard, plain, .030 calibre bundle	22-1/2 x 34-1/2			36.00
WRAP					
230	paper: wrap, kraft or equal roll	18"w x 9"dia.	40#		20.25
231	paper: wrap, kraft or equal roll	24"w x 9"dia.	40#		25.00
232	paper: wrap, kraft or equal each	30"w x 9"dia. Roll	40#		31.75
233	paper: wrap, kraft or equal, recycled each	18"w x 9"dia. Roll	40#		15.15
234	wrap: plastic shrink, center fold each	16" width Roll	75 gauge		136.65

PAPER06A - LIBERTY DISTRIBUTORS					Liberty Distributors
Item	Description	Size	Weight	Color	Price Per 1,000
	LINEN				
239	Linen - Ivory	8 1/2 x 11	24#		16.55
240	Linen Envelope - Ivory	#10	24#		34.10
241	Writing Ivory	8 1/2 x 11	24#		8.20
242	Ivory Envelope	#10	24#		14.25



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