


<b>Purchase Order</b>	 <b>M</b> <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304) 696-2820	<b>Purchase Order #</b>  MU17PAPER&ENV
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<b>TO:</b>  VERITIV Xpedx 1700 Fortune CT Lexington, KY 40509  FEIN: 13-5369500    PHONE: 859-293-7527	<b>Vendor Code:</b>  _____	<b>Ship to: Attn: PO Number</b> Marshall University Receiving Dept 201 21st Street Huntington, WV 25703  Room #    N/A	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.  WVFIMS Account #:  <b>Various</b>
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
09/15/16	17	VT	Drop ship/Truck	Destination	Net 30	MU17PAPER&ENV

		<u>CONTRACT ACCEPTANCE</u>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Veritiv/Xpedx</u>  _____ signed by <u>Dean Gottler</u> _____ Title <u>Account Manager</u> _____ on <u>Sept 7, 2016</u> _____  Approved as to form this _____ day of _____, Patrick Morrissey, Attorney General  By: <u>N/A</u> _____ Chief Counsel  Open end Contract for Paper and Envelopes Effective September 15, 2016-September 14, 2017 with the option to renew annually for four (4) additional years  THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER	
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	Open-End
1.	VARIOUS	VARIOUS	VARIOUS	OPEN END			
2.							
3.							
4.							

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 _____ Authorized Signature	<u>10-20-16</u> _____ Date
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Item	Description	Packaged	UOM	Unit Price
1	Royal #10 70# Linen Envelope	2500/Ctn	M	\$58.00
2	Seville #10 Regular Smooth 24lb Envelope	2500/Ctn	M	\$15.75
3	Seville #10 Window Smooth 24lb Envelope	2500/Ctn	M	\$17.75
4	Seville #9 Regular Smooth 24lb Envelope	2500/Ctn	M	\$15.75
5	Seville #9 Window Envelope	2500/Ctn	M	\$17.75
6	Seville 9 x 12 28lb Open End Manilla Envelope	500/Ctn	M	\$116.67
7	Seville 10 x 13 28lb Open End Manilla Envelope	500/Ctn	M	\$80.00
8	Mo Saybrook 10 x 13 28lb White Peel & Seal Envelope	500/Ctn	M	\$100.80
9	Mo Saybrook 9 x 12 28lb White Peel & Seal Envelope	500/Ctn	M	\$89.73
10	Seville 9 1/2 x 12 1/2 28lb White Peel & Seal Envelope	500/Ctn	M	\$105.60
11	Printmaster 6 x 9 28# White Envelope	500/Ctn	M	\$38.00
12	Seville 6 1/2 x 9 1/2 28lb White Open End Envelope	500/Ctn	M	\$42.00
13	Cougar 60# A-7 White Envelope	1000/Ctn	M	\$55.00
14	Cougar #5 1/2 Baronial White envelope	1000/Ctn	M	\$45.00
15	Seville Coin Envelopes 24# White	5000/Ctn	M	\$75.00
16	Vector 8 1/2 x 11 White 20lb Bond	5000/Ctn	CTN	\$29.50
17	Haml Fore 8 1/2 x 11 Colors 20lb Bond	5000/Ctn	M	\$9.96
18	Endurance 80lb Gloss Matrix 23 x 35 Cover	Skid-5000	M	\$185.81
19	Endurance 100lb Matrix Gloss 23 x 35 Text	800/Ctn	M	\$120.46
20	Domtar 70lb Husky Smooth 11 x 17	2000/Ctn	M	\$23.60
21	Neenah 23 x 34 24# Bright White Classic Laid	1500/Ctn	M	\$279.96
22	Endurance 12 x 18 80lb Coated Text	500/Pack	M	\$26.86
23	Endurance 24 x 36 80lb Coated Cover	5000/Skid	M	\$192.83
24	Endurance 25 X 38 80lb Coated Cover	5000/Skid	M	\$211.73
25	Endurance 12 X 18 100lb Coated Cover	200/Pack	M	\$33.56
26	Endurance 24 X 36 100lb Coated Text	7750/Skid	M	\$127.23
27	Endurance 25 X 38 100lb Coated Text	7750/Skid	M	\$142.53
28	Springhill 11 x 17 90# White Text	1000/Ctn	M	\$47.25
29	Springhill 8 1/2 x 11 110# Index Colors	2000/Ctn	M	\$28.05
30	Springhill 8 1/2 x 11 110# Index White	2000/Ctn	M	\$26.60
31	Showcase Label 60# 8 1/2 x 11 White	1000/Ctn	C	\$18.00
32	Royal Linen Writing 24# 8/2 x 11 Bright White	5000/Ctn	M	\$23.95
33	Anthem Matte Cover 80# 24 x 36 White	4500/Skid	M	\$193.53
34	Anthem Matte Cover 100# 23 x 35	500/Ctn	M	\$251.87
35	Perfect Cut Sheet Spiral 44 Oval Punch 20# 8 1/2 x 11 White	2500/Ctn	M	\$24.00
36	Endurance Gloss Cover 80# 24 x 36 White	5000/Skid	M	\$192.83
37	Endurance Gloss Cover 100# 24 x 36 White	7750/Skid	M	\$248.33
38	Domtar Husky Opaque 70# 25 x 38 White	7500/Skid	M	\$116.32
39	Endurance Digital Gloss Cover Pack 100# 17 x 11 White	250/Pkg	M	\$53.70
40	Endurance Digital Gloss Pack 100# 11 x 17 White	500/Pkg	M	\$28.00
41	Endurance Digital Gloss Cover Pack 80# 11 x 17 White	250/Pkg	M	\$43.26
42	Endurance Digital Gloss Pack 80# 11 x 17 White	500/Pkg	M	\$23.80
43	Neenah UV Ultra II Translucent 17# 25 x 38 Radiant White	1500/Ctn	M	\$478.22
44	Astroparche Vellum Cover 65# 23 x 35 White	500/Ctn	M	\$453.73
45	Excelone 2-Part Reverse 20# 8 1/2 x 11	5000/Ctn	M	\$30.15
46	Excelone 3-Part Reverse 20# 8 1/2 x 11	5010/Ctn	M	\$33.83
47	Excelone 4-Part Reverse 20# 8 1/2 x 11	5000/Ctn	M	\$36.13
48	Excelone 5-Part Reverse 20# 8 1/2 x 11	5000/Ctn	M	\$37.09
49	Printmaster #10 Digital Window Envelope	500/Box	M	\$23.50
50	18 x 12 80lb Endurance Digital Gloss Cover	250/Pkg	M	\$50.95
51	18 x 12 80 lb Endurance Digital Silk Cover	250/Pkg	M	\$50.95

**OPEN-END CONTRACT  
PAPER AND ENVELOPES**

Contractor will provide commodities as described herein.

**DELIVERY**

The goods will be delivered within 2 - 3 days after receipt of order (ARO). With each delivery there will be a delivery note giving details of the order, number of boxes and items contained therein.

**PAYMENT INFORMATION**

**Invoices**

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

**Interest**

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

**Payment Methods**

The Vendor must accept payments by the Marshall University credit card. Vendors may charge a flat rate only for credit card payments. If the vendor cannot accept payment by credit card, note your exception in the bid package.

**Purchasing Card Acceptance**

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for rendered goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all invoices under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services. Check if your Company does not accept credit card payments.

**PURCHASE ORDER PROCEDURE**

Departments will issue a purchase order release in reference to the Open-end Contract for notice to proceed/ship.

**REPORTING:** Vendor shall provide an annual report of total spend at each anniversary of the contract. The report should include spend analysis for each commodity ordered by Marshall University. Non-contractual commodities must be included also.

## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on September 15, 2016 and extends for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in 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).

**TIME:** Time consumed in delivery or performance is of the essence.


**ORDERING PROCEDURE:** Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

**FUNDING PARAGRAPH II:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University.

The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

<b>Request for Bids</b>		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820</p>		<b>Bid#</b> MU17PAPER&ENV	
Vendor:		Phone:		For information call:	
FEIN/SSN:		Fax:		Virginia M. Campbell-Turner	
		Email:		Purchasing Contact:	
				campbell@marshall.edu and	
				purchasing@marshall.edu	
				Phone: (304) 696-2820	
DATE August 23, 2016		DEPARTMENT REQUISITION NO.		<b>BIDS OPEN:</b> <b>3:00 PM on</b> <b>Sept. 8, 2016</b>	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID Extended Price	
Item #	Quantity	Description		Unit Price	Extended Price
		<p>Request for Bid</p> <p>Marshall University is accepting sealed bids on the following items until 3:00 PM on September 8, 2016. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building, Marshall University, Huntington, WV 25755.</p> <p>Or equivalent is acceptable with this bid. Alternate brand must be submitted with sample.</p> <p>Bid is for an Open-end Contract for one (1) year with four (4) annual renewal options.</p>			
				<b>Total</b>	

To the Office of Purchasing,  
in compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder's name (as shown present on bid): VERITIV Xpedix Bidder's name (Vendor): VERITIV Xpedix  
HEBORN DIVISION 2-3 Dean Guttler  
7/12/16 Account Manager  
1700 Fortune Ct  
Huntington, Ky 40529  
Phone 857 295 252

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: 1) the debt owed is an amount greater than one thousand dollars in the aggregate; or 2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Veritiv / Xpeda  
Authorized Signature: Dean Gottlieb

Date: 7/07/16

Notary Public  
County of Wayne to-wit:

Taken, subscribed, and sworn to before me this 7th day of July  
My Commission expires Jan 1, 2017 2017

AFFIX SEAL HERE  
My

NOTARY PUBLIC  
Dean Gottlieb  
STATE OF WEST VIRGINIA

## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 135369500  
Business name: VERITIV XPEDX  
Doing business as/Trading as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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