



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 11

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1913812

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000206075

Legal Name: LIBERTY DISTRIBUTORS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/23/2026

Response Time: 12:48

Responded By User ID: joelp

First Name: Joel

Last Name: Peluchette

Email: joelp@libertydistributors.com

Phone: 3045470414

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2600000005

Published Date: 4/13/26

Close Date: 4/23/26

Close Time: 13:30

Status: Closed

Solicitation Description: Statewide Housekeeping Supplies

Total of Header Attachments: 11

Total of All Attachments: 11



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1913812  
**Solicitation Description:** Statewide Housekeeping Supplies  
**Proc Type:** Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2026-04-23 13:30	SR 0212 ESR04222600000007369	1

**VENDOR**  
 000000206075  
 LIBERTY DISTRIBUTORS INC

**Solicitation Number:** CRFQ 0212 SWC2600000005  
**Total Bid:** 0  
**Response Date:** 2026-04-23  
**Response Time:** 12:48:19  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Housekeeping Supplies	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
47130000			

**Commodity Line Comments:**

**Extended Description:**

Housekeeping Supplies:

Note: Vendor shall complete Exhibit A Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

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**(HOUSE26)**  
**Housekeeping Supplies**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all West Virginia State Agencies and Political Subdivisions to establish an Open-end Statewide Contract for Housekeeping Supplies. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor’s Catalog. The Contract may be utilized by all West Virginia State Agencies and Political Subdivisions in the State’s fifty-five (55) counties.

State agencies are exempt from using this Contract for orders totaling \$300.00 or less per month.

This Solicitation is intended to replace the expiring HOUSE22 Contract which can be found on the Purchasing division’s website at:

<https://www.state.wv.us/admin/purchase/SWC/default.html>

The HOUSE22 contract spend amount by fiscal year as reported by the incumbent vendor is:

2023	2024	2025
\$684,059.34	\$1,141,791.73	\$684,059.34

No other spend amounts are available.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Adjustment to Price to Account for Concentrated Product”** refers to the percentage to which the unit price will be reduced to account for a concentrated product being offered by the Vendor and is calculated as described in section **4.3.2**.
- 2.2 “Catalog”** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
- 2.3 “Catalog Price”** means the lowest price listed for an Eligible Item in Vendor’s Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
- 2.4 “Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category

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- 2.5 “**Discounted Price**” means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
- 2.6 “**Discounted Unit Price**” means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
- 2.7 “**Eligible Item**” means any item contained in Vendor’s catalog that Vendor can and will sell to the State under this Contract and includes generally housekeeping supplies such as household cleaners, mops, buckets, brooms, etc.
- 2.8 “**Ounces of Product (recommended in dilution formula)**” means the number of concentrated ounces of product that the manufacturer recommends combining with water in its most diluted, but still effective formula.
- 2.9 “**Ounces of Water (recommended in dilution formula)**” means the number of ounces of water that the manufacturer recommends combining with the concentrate in it most diluted, but still effective formula.
- 2.10 “**Pricing Page**” means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as **Exhibit\_A** and used to evaluate the Solicitation responses.
- 2.11 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division and is commonly referred to as an RFQ (Request for Quotation).
- 2.12 “**Total Bid Cost**” means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.13 “**Unit**” means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.14 “**Unit Price**” means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

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**2.15 “Unit Price (adjusted for concentrated product)”** means the Unit Price multiplied by the Adjustment to Price to account for the concentrated product.

**2.16 “Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

**3.1.1** Eligible Items must be listed in the current catalog(s) that contain the product line broad enough to meet the requirements of this RFQ for the needs of the State of West Virginia.

**3.1.2** Eligible Catalog Items must be provided to all State agencies, political subdivisions, cities, municipalities, etc. with the percentage discount listed in the Vendor’s submitted Exhibit A Pricing Page.

**3.1.3** Successful vendor/bidder must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid and must submit verification upon request to the end user.

**3.1.4** Eligible Items 74, 75, 76, 77, and 78 on the Exhibit A Pricing Page identified as fine and medium synthetic floor brushes must:

**3.1.4.1** Be designed for sweeping smooth floor surfaces

**3.1.4.2** Have a block made of lacquer finished hardwood, close-grain species

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- 3.1.4.3** Have two (2) handle holes equal distance from each end at an approximately 45-degree angle, tapered with ¾” #5 acme thread
- 3.1.4.4** Have bristles of .012 or .014 flagged or split-tip polystyrene synthetic fiber inserted in 3/16” hole
- 3.1.4.5** Must be supplied without handles.
- 3.1.5** Eligible Items 81 and 82 on the Exhibit A Pricing Page identified as medium rough floor brushes must:
  - 3.1.5.1** Be designed for the sweeping of medium floor surfaces
  - 3.1.5.2** Have a block made of lacquer finished hardwood, close-grain species
  - 3.1.5.3** Have two (2) handle holes equal distance from each end at an approximately 35-degree angle, tapered with ¾” #5 acme thread
  - 3.1.5.4** Have bristle trim length of +/- ¼”
  - 3.1.5.5** Must be polymer solvent resistant synthetic fiber with a minimum diameter of .03” and a minimum length of 3.25” bassine fiber
  - 3.1.5.6** Be supplied without handles.

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- 3.1.6** Eligible Items 83 and 84 on the Exhibit A Pricing Page identified as rough floor brushes must:
- 3.1.6.1** Be designed for sweeping rough floor surfaces
  - 3.1.6.2** Have a block made of lacquer finished hardwood, close-grain species
    - 3.1.6.2.1** Minimum dimension of 1-1/8" thick, 3-1/2" wide.
  - 3.1.6.3** Have two (2) holes equal distance from each end at an approximately 45-degree angle, tapered with 3/4" #5 acme thread
  - 3.1.6.4** Have a fiber length of +/- 1/4"
  - 3.1.6.5** Must be Copolymer solvent resistant synthetic fiber with a minimum of 5-1/8" length
  - 3.1.6.6** African Sherbo bassine fiber shall be a minimum of 6-1/4" length
  - 3.1.6.7** Be supplied without handles.
- 3.1.7** Eligible Items 86, 87, and 88 on the Exhibit A Pricing Pages identified as cut-end wet mop heads must:
- 3.1.7.1** Must be four (4) ply, cut-end natural yarn, absorbent cotton with heavy duty vinyl mesh headbands
  - 3.1.7.2** Must be premium standard head
- 3.1.8** Eligible Items 89, 90, and 91 on the Exhibit A Pricing Pages identified as cut-end wet mop heads must:
- 3.1.8.1** Be four (4) ply, cut-end natural yarn, absorbent rayon, heavy duty vinyl mesh headbands
  - 3.1.8.2** Be premium standard mesh

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**3.2 REPORTING:** The Vendor shall provide quarterly utilization reports containing, at a minimum, the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- 3.2.1 Ordering Entity
- 3.2.2 Purchase order number
- 3.2.3 Description
- 3.2.4 Quantity
- 3.2.5 Price
- 3.2.6 Administration Fee

These reports will be provided in Excel format and sent via email to [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov) on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Failure to provide the required reports may be grounds for contract cancellation.

**3.3 ADMINISTRATION FEE:** The Vendor shall pay to the West Virginia Purchasing Division by check or EFT, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) calendar days following the end of each quarter for purchases made by Purchasing Entities within the jurisdiction of the State of West Virginia.

This administrative fee shall be included in the Vendor's Bid Pricing and shall not be invoiced or directly charged to the ordering agency to offset the administration fee.

The Administrative Fee will begin on the Contract start date. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 HOUSE26**.

Payment shall be made by check payable to the "WV Purchasing Division". The West Virginia Contract number **CMA 0212 HOUSE26** must be included on all payments.

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Remit Checks To: WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Attn: Purchasing Director

**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

**4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for all the Eligible Items listed on the Pricing Page. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

**4.2 Discount Percentage:** Vendor shall quote a **Single Discount Percentage** that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must consider any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

**4.3 Pricing Pages:** Vendor should complete the Exhibit A Pricing Pages electronically in the Excel spreadsheet by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all

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columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

The Pricing Pages were created as a Microsoft Excel document and are attached to the solicitation in wvOasis.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**4.3.1 Information Requested.** Vendor should complete the Exhibit A Pricing Pages by filling in any black spaces with the information requested. The information requested on the pricing pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number of each Eligible Item, Ounces of Product (recommended in dilution formula), Ounces of Water (recommended in dilution formula), Adjustment to Price to Account for the Concentrated Product, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Unit Price (Adjustment for Concentrated Products), Discounted Unit Prices, and item Total Costs. The Vendor should also include the Total Bid cost, Discount Percentage for all Eligible Items and Contract Coordinator contact information. Vendor should complete all editable columns as failure to complete the Pricing Pages in their entirety may result in the Vendor's bid being disqualified.

**4.3.2 Pricing Page Calculations.** The Exhibit A Pricing Pages require Vendor to insert the Ounces of Product, Ounces of Water, Catalog Price, Units Provided for Catalog Price, and Single Discount Percentage for each Eligible Item listed thereon. That information, along with information that is already included on the pricing pages will be used to calculate the Unit Price, Discounted Unit Price, Item Total Cost, and the Total Bid Cost.

**4.3.2.1 Adjustment to Price to Account for Concentrated Product:** The Adjustment to Price to Account for

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Concentrated Product is a percentage calculated by dividing the Ounce of Product by the sum of the Ounces of Product and Ounces of Water recommended in the dilution formula. DO NOT USE THIS COLUMN FOR NON-CONCENTRATED ITEMS OR BLEACH. Vendors must submit verification from the manufacturer of the dilution ratios in this column.

**EXAMPLE:** One (1) ounce of product diluted with a four (4) ounce of water would lead to one (1) ounce of product divided by five (5) total ounces and an Adjustment to Price to Account for Concentrated Product of twenty (20) percent.

**4.3.2.2 Unit Price Calculation:** The Unit Price is calculated by dividing the Catalog Price by the Units Provided for Catalog Price.

**EXAMPLE:** \$10.00 per box divided by ten (10) scouring pads per box equals a Unit Price of \$1.00.

**4.3.2.3 Unit Price Adjustment for Concentrated Product:** The Unit Price Adjusted for concentrated Product is calculated by multiplying the Unit Price by the Adjustment to Price (to Account for Concentrated Products only).

**EXAMPLE:** If the Adjustment to Price for Concentrated Product is 20% and the Unit Price is \$1.00, the Unit Price Adjusted for Concentrated Product is \$0.20.

**4.3.2.4 Discounted Unit Price:** The Discounted Unit Price is calculated by applying the appropriate Discount Percentage to the Unit Price.

**EXAMPLE:** \$1.00 Unit Price reduced by 10% Discount Percentage equal a \$0.90 Discounted Unit Price.

**4.3.2.5 Item Total Cost:** The Item Total Cost is calculated by multiplying the estimated Unit Quantity by the Discounted Unit Price.

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**EXAMPLE:** An estimated Unit Quantity of 10,000 scouring pads multiplied by a Discount Unit Price of \$0.90 equals a \$9,000.00 Item Total Cost for that item.

**4.3.2.6 Total Bid Cost:** The Total Bid Cost is calculated by adding the Item Total Cost for every item listed on the Pricing Pages.

**EXAMPLE:** Item Total Costs of \$9,000.00 and \$1,000.00 would equal a Total Bid Cost of \$10,000.00 (assuming that the pricing pages contained only two (2) items).

**4.3.3 Estimated Quantities Only:** The Exhibit\_A Pricing Pages contain a list of frequently purchased items and yearly estimated unit quantities that will be purchased. The estimated Unit Quantity for each item represents the approximate yearly volume of anticipated purchases only. No future use of the Contract or any individual item(s) is guaranteed or implied.

**4.3.4 Corrections of Errors:** Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Exhibit\_A Pricing Pages in the Excel spreadsheet and attach to their bid if submitting on paper or upload into wvOasis if responding electronically.

**4.3.5 Electronic Version:** The Purchasing Division's electronic version of the Exhibit\_A Pricing Pages contain the formulas for calculating the Unit Price, Discounted Unit Price, Item Total Cost, and the Total Bid Cost. Those items will be automatically populated by the Excel program when the Vendor inserts the Catalog Price, Units Provided for Catalog Price, and the Discount Percentage.

The Purchasing Division reserves the right to take a Vendor's Pricing Pages and insert the appropriate numbers into the Excel spreadsheet if a Vendor chooses to complete the pricing pages in any other way.

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**5. Catalog:**

**5.1 Submission.** Vendor **must** submit a copy of the Catalog page(s) with the Item/Part Number, Retail List Price, and the number of Units Provided (number of pieces per package in the Catalog List Price) clearly identified for each commodity item on the Exhibit A Pricing Pages prior to award for evaluation purposes. The above referenced Catalog pages may be a screen shot, effective as of the date of bid submission. Vendor shall also provide a weblink and login instructions or mail their Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the submitted catalog Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual retail Catalog List Price and Units Provided listed in the Catalog, the submitted Catalog List Price and Units Provided shall prevail, and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

**5.2 Catalog Modification.** The Purchasing Division may permit a Vendor to update its Catalog at each renewal date. Determination of whether to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog.

The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

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**6. ORDERING AND PAYMENT:**

**6.1 Ordering:** Vendor must accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

**6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**7. DELIVERY AND RETURN:**

**7.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) calendar days after orders are received. Vendor shall deliver emergency orders within one (1) calendar day after orders is received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items requiring a material safety data sheet (MSDA) shall include MSDS with the product.

**Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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- 7.2 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor must include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

The minimum order for pre-paid shipping to one in-state destination shall be \$300.00. For orders less than \$300.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$300.00 limit from a local source and the authority delegated from the Purchasing Division without violating the terms of the Contract, provided that such purchases do not exceed the agency spending and bidding limits.

- 7.3 Quality Assurance:** Verification of product quality is the responsibility of the Vendor. Upon written request, Vendor shall provide the State or Agency with test data, certifications, or samples of any Eligible Item. Vendor is responsible for all costs associated with submitting the requested item(s). Vendor shall ensure that any request under this provision is fulfilled within five (5) working days unless the State or Agency agrees otherwise in writing.

- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor must either make arrangements for the return within five (5) calendar days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

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**7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within (30) calendar days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

**8.2** The following remedies shall be available to Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendors shall not supply substitute items.

**9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

**9.3 References to Price Changes:** Any reference in Vendors documents submitted in response to the RFQ to prices being subject to change are null and void.

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- 9.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Lee Peluchette

Telephone Number: 304 577 0414 x143

Fax Number: 304 547 0490

Email Address: leeP@libertydistributors.com

## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## FEDERAL FUNDS ADDENDUM

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

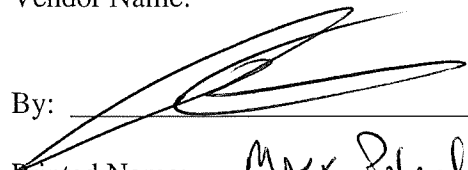
By: \_\_\_\_\_

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: \_\_\_\_\_

Vendor Name:

By:  \_\_\_\_\_

Printed Name: MARK Pelschette

Title: Pres. Vent

Date: 4-22-26

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.  
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

## 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

## Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

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**End of Document**

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EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: April 16, 2026 due by 10:00am EDT.

Submit Questions to: Mark Atkins, Buyer Supervisor

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:  
BUYER: Mark Atkins  
SOLICITATION NO.: CRFQ 0212 SWC2600000005  
BID OPENING DATE: 04/23/2026  
BID OPENING TIME: 1:30pm EDT  
FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: April 23, 2026 at 1:30pm ET.

Bid Opening Location:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

**16. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

**17. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**18. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Mark Felcholle - President

(Address) 6015 NATIONAL RD P.O. Box 498 Philadelphia, WV 26059

(Phone Number) / (Fax Number) 304 547 0414 304 547 0490

(email address) markp@libertydistributors.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Liberty Distributors Inc  
(Company)

(Signature of Authorized Representative)

Mark Felcholle President  
(Printed Name and Title of Authorized Representative) (Date)

304 547 0414 304 547-0490  
(Phone Number) (Fax Number)

markp@libertydistributors.com  
(Email Address)

Vendors should complete all columns.				Please provide additional information for items 15, 22 & 25.												
Eligible Item Description				Dilution Ratio				Discounted Unit Price Calculation					Bid Total Calculation			
*** Conversion Unit: 1 gallon = 128 ounces				For Use with Concentrated Formulas Only Lowest Manufacturer's Recommended Dilution												
Item	Description	Preferred Size/Wt	Equal To	Manufacturer and Manufacturer Number	Ounces of Product (recommended in dilution formula)	Ounces of Water (recommended in dilution formula)	Adjustment to Price to Account for Concentrated Product	Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
1	Cleaner, General, Ammonia Liquid Household-type product with a 6% minimum concentration of NH3.	1 gallon	Majestic	KIK CLEAR AMMONIA				\$ 29.3000	512	\$ 0.057	\$ 0.0572	\$ 0.0446	1 oz.	1280	\$ 0.0446	\$ 57.14
2	Liquid Bleach Household-type product with minimum concentration of 5.25% sodium hypochlorite.	1 gallon	Majestic	KIK GERMICIDAL BLEACH	1.50	128.00		\$ 40.7600	768	\$ 0.053	\$ 0.0531	\$ 0.0414	1 oz.	192000	\$ 0.0414	\$ 7,948.20
3	Bleach-free liquid, commercial grade, Pro-quaternary, all-purpose disinfectant cleaner, no-rinse formula	1 gallon	Clorox/Oasis 144 Ammonium Sanitizer	SPARTAN DMQ	2.00	128.00		\$ 73.0000	512	\$ 0.143	\$ 0.1426	\$ 0.1112	1 oz.	256	\$ 0.1112	\$ 28.47
4	All Purpose Cleaner/Degreaser	1 gallon	Winans Warrior/Canberra Husky 903 Kitchen Degreaser	SPARTAN SD-20	0.85	128.00		\$ 65.2000	512	\$ 0.127	\$ 0.1273	\$ 0.0993	1 oz.	3840	\$ 0.0993	\$ 381.42
5	Multi-Purpose Cleaner, liquid, odor eliminator and disinfectant, 32 oz spray bottle.	1 - 32oz	OdoBan/Spartan NABC	SPARTAN NABC				\$ 50.2300	384	\$ 0.131	\$ 0.1308	\$ 0.1020	1 oz.	832	\$ 0.1020	\$ 84.89
6	Cleaner, liquid, use where soft to medium water hardness, alkaline.	1 - 32oz	Oasis 272	SPARTAN ASAP				\$ 50.6800	384	\$ 0.132	\$ 0.1320	\$ 0.1029	1 oz.	800	\$ 0.1029	\$ 82.36
7	Cleaner, wipes, disinfecting.	1 - (75 ct)	Clorox	LYSOL 77182				\$ 55.8800	480	\$ 0.116	\$ 0.1164	\$ 0.0908	1 ct.	26250	\$ 0.0908	\$ 2,383.63
8	Stainless Polish Towels, premoistened for polishing metal surfaces.	1 - (70 ct)	Supper	WOW! 11004-6				\$ 61.1800	180	\$ 0.340	\$ 0.3399	\$ 0.2651	1 ct.	2800	\$ 0.2651	\$ 742.32
9	Floor Cleaner, damp mop, neutral disinfectant, germ killing properties	1 gallon	Spartan Chemical DMQ	SPARTAN DMQ	2.00	128.00		\$ 73.0000	512	\$ 0.143	\$ 0.1426	\$ 0.1112	1 oz.	7680	\$ 0.1112	\$ 854.10
10	Floor cleaner, neutral PH, concentrate, cleaning ability equal to 409 or Fantastic.	1 gallon	Winans Valloshire	SPATAN DAMP MOP	2.00	128.00		\$ 54.7300	512	\$ 0.107	\$ 0.1069	\$ 0.0834	1 oz.	16000	\$ 0.0834	\$ 1,334.04
11	Floor finish, wax, water based, non-yellowing, slip-resistant surface, superior gloss.	5 gal	Buckeye	SPARTAN SUNNY-SIDE				\$ 105.1600	640	\$ 0.164	\$ 0.1643	\$ 0.1282	1 oz.	16000	\$ 0.1282	\$ 2,050.62
12	Baseboard Stripper, does not contain ammonia	1 - 20oz	SFR	RTAN BASEBOARD STRIPPER				\$ 75.4500	240	\$ 0.314	\$ 0.3144	\$ 0.2452	1 oz.	200	\$ 0.2452	\$ 49.04
13	Pre-measured floor cleaner - neutral PH.	1 - (90 ct)	Drackett Easy Pack	ORTIONPAC MOPPACLITE				\$ 123.8800	180	\$ 0.688	\$ 0.6882	\$ 0.5368	1 ct.	4500	\$ 0.5368	\$ 2,415.66

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*** Conversion Unit: 1 gallon = 128 ounces				For Use with Concentrated Formulas Only Lowest Manufacturer's Recommended Dilution												
Item	Description	Preferred Size/Wt	Equal To	Manufacturer and Manufacturer Number	Ounces of Product (recommended in dilution formula)	Ounces of Water (recommended in dilution formula)	Adjustment to Price to Account for Concentrated Product	Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
14	General dry granular phosphate all purpose cleaner. Formulated for the cleaning of all non-porous surfaces such as floors, bathroom fixtures and other hard surfaces. No rinsing is required after use of the cleaner.	1 - 27oz	Spic & Span	SPIC 'N SPAN				\$ 202.5800	324	\$ 0.625	\$ 0.6252	\$ 0.4877	1 oz.	1350	\$ 0.4877	\$ 658.39
15	General liquid pine oil with hospital grade disinfectant. Provide EPA Registration Number:	1 gallon	Canberra Husky Pine	SPARTAN PSQ 5	2.00	128.00		\$ 97.7800	512	\$ 0.191	\$ 0.1910	\$ 0.1490	1 oz.	44800	\$ 0.1490	\$ 6,673.49
16	General ammoniated liquid concentrate window cleaner, which is to be diluted with water to produce a cleaning solution that will not streak or leave a film residue on the surface of the glass.	1 gallon	Cello Glass & Window Cleaner Ammoniated	SPARTAN GLASS		128.00		\$ 47.9000	512	\$ 0.094	\$ 0.0936	\$ 0.0730	1 oz.	4480	\$ 0.0730	\$ 326.92
17	General non-ammoniated liquid window cleaner, which is to be diluted with water to produce a cleaning solution that will not streak or leave a film residue on the surface of the glass.	1 gallon	Brillo	BIORENEWABLES GLASS	2.00	128.00		\$ 78.6300	512	\$ 0.154	\$ 0.1536	\$ 0.1198	1 oz.	4480	\$ 0.1198	\$ 536.65
18	Non-phosphate laundry detergent for washing of clothing in warm water. Detergent will leave the fabric soft and will not irritate super sensitive skin.	50 lb box	Cello Concentrated Laundry Detergent	ARWALK HURACAN 40				\$ 56.1400	40	\$ 1.404	\$ 1.4035	\$ 1.0947	1 lb.	12500	\$ 1.0947	\$ 13,684.13
19	General oil base soap furniture cleaner in a spray pump bottle. Cleaner, for wooden furniture. Formulated to clean wooden paneling and furniture. Use of th soap enhances the appearance of natural wood surfaces. (Equal to Murphy Oil Soap)	1 - 32 oz	Murphys Oil Soap Spray	MURPHYS OIL 01663				\$ 69.0900	288	\$ 0.240	\$ 0.2399	\$ 0.1871	1 oz.	1600	\$ 0.1871	\$ 299.39
20	Spray furniture polish; formulated to remove dust, fingerprints, and light soil from finished surfaces with a light or gentle pressure being applied to a wiping cloth. Polish shall not leave a residue when wiped from the surface.	1 - 20 oz aerosol	Cello Lemon Kist	AN PREMIUM WOOD POLISH				\$ 77.3500	240	\$ 0.322	\$ 0.3223	\$ 0.2514	1 oz.	1000	\$ 0.2514	\$ 251.39
21	Lemon Scented Spray furniture polish; formulated to remove dust, fingerprints, and light soil from finished surfaces with a light or gentle pressure being applied to a wiping cloth. Polish shall not leave a residue when wiped from the surface.	1 - 20 oz aerosol	Chase Spray Pak Furniture Polish	SPARTAN CITRO SHIELD				\$ 70.8400	240	\$ 0.295	\$ 0.2952	\$ 0.2302	1 oz.	1000	\$ 0.2302	\$ 230.23

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22	Germicidal disinfectant deodorant spray. Disinfectant spray must be non-toxic, non-allergenic, and must be EPA approved as being effective against saphylococcus aurex, pseudomonas aerugin tuberculosis and micrococcus. <b>Provide EPA Registration #</b>	1 - 20oz aerosol	Winans STAT	SPARTAN STERIPHENE II				\$ 85.5000	240	\$ 0.356	\$ 0.3563	\$ 0.2779	1 oz.	5000	\$ 0.2779	\$ 1,389.38
23	22 ounce Windex (or equal) spray bottle	1 - 22oz	Windex	PARTAN GLASS CLEANER				\$ 53.4400	384	\$ 0.139	\$ 0.1392	\$ 0.1086	1 oz.	3300	\$ 0.1086	\$ 358.22
24	Window squeegees 12" with 4" brass handle.	1		UNGER UNG-GS300				\$ 32.2000	1	\$ 32.200	\$ 32.2000	\$ 25.1160	1	25	\$ 25.1160	\$ 627.90
24A	Floor squeegee 24" straight without handle.	1		ABCO BH-14002				\$ 14.2000	1	\$ 14.200	\$ 14.2000	\$ 11.0760	1	15	\$ 11.0760	\$ 166.14
25	Non-caustic Aerosol Oven Cleaner, formulated to remove burnt-on grease and other residues commonly occurring in a kitchen. User must comply with all instructions for the safe use of this material. <b>Provide % Active Ingredient:</b>	1 - 12 oz aerosol	Mr. Muscle	HASE OVEN CLEANER				\$ 83.1600	240	\$ 0.347	\$ 0.3465	\$ 0.2703	1 oz.	90	\$ 0.2703	\$ 24.32
26	Liquid Enzyme Drain Opener Liquid Bacteria digester and spotter; must be environmentally acceptable, eliminate odor and form a digesting bio-film on drain lines and traps; must be non-pathogenic.	1 gallon	Canberra Husky BioEnzymatic Drain Opener	SPARTAN CONSUME				\$ 82.1200	512	\$ 0.160	\$ 0.1604	\$ 0.1251	1 oz.	6400	\$ 0.1251	\$ 800.67
27	Non-Acid Bowl Cleaner (Spartan NABC or equal); must be safe and effective acid free bathroom cleaner, disinfectant, deodorant, mildew stat, virucide; fungicidal	1 x 32oz	Canberra Baseline Non Acid Bowl Cleaner	SPARTAN NABC				\$ 50.2300	384	\$ 0.131	\$ 0.1308	\$ 0.1020	1 oz.	4800	\$ 0.1020	\$ 489.74
28	General purpose foampad cleaner.	1 pack (6 ct)	Mr. Clean Magic Erasers	TOLCO 280177				\$ 9.6300	48	\$ 0.201	\$ 0.2006	\$ 0.1565	1 pad	600	\$ 0.1565	\$ 93.89
29	Scouring pad, nylon with sponge; kitchen cleaning aid	each	Microtron #74	AMERICO 551010				\$ 61.4300	40	\$ 1.536	\$ 1.5358	\$ 1.1979	1 pad	50	\$ 1.1979	\$ 59.89
30	Kitchen Scouring Pad Nylon 6"x9"	1 - (60 ct)	Microtron	AMERICO 510114				\$ 36.6500	60	\$ 0.611	\$ 0.6108	\$ 0.4765	1 pad	6000	\$ 0.4765	\$ 2,858.70

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31	Kitchen Scouring Pad Non-Detergent Stainless Steel; (Disco D104A or equal)	1 - (72 ct)	Continental	AMERICO 554756				\$ 92.0700	72	\$ 1.279	\$ 1.2788	\$ 0.9974	1 pad	1800	\$ 0.9974	\$ 1,795.37
32	Detergent Kitchen Scouring Pad/detergent (Brillo hotel or equal) Must be constructed of durable material and is to be used as an abrasive pad for the removal of difficult soils or grease from metal surfaces or other nonporous surfaces. Pad may be impregnated with detergent or may have other materials included with the pad to meet a special requirement of the purchaser.	1 (12 case of 10)	Brillo Hoel Size Soap pad	SCRUBBLE ISPO1PB				\$ 83.6500	120	\$ 0.697	\$ 0.6971	\$ 0.5437	1 pad	900	\$ 0.5437	\$ 489.35
33	Chlorinated Scouring Powder (Comet or Equal) Formulated for the fast removal of stain and soils from non-porous surfaces. This product is not intended for use on glassware, fiberglass or plastic materials.	1 - 21oz can	Ajax	AJAX 214278				\$ 53.1300	504	\$ 0.105	\$ 0.1054	\$ 0.0822	1 oz.	1260	\$ 0.0822	\$ 103.60
34	Kitchen Grill Block Scraper (DISCO GB-12 or equal)	1 block - (12 per box)	Continental	AMERICO 570105				\$ 36.2000	12	\$ 3.017	\$ 3.0167	\$ 2.3530	1 scraper	25	\$ 2.3530	\$ 58.83
35	Toilet Cleaner 9% Hypochloric Acid Must be formulated for the removal of rust and urine stains from toilet bowls. Container shall have a directional spout to aid in the application of the cleaner to the surface of the toilet bowl. Users are to read and comply with all instructions for the safe usage of this product.	1 - 32oz	Canberra Baseline Bowl Cleaner	SPARTAN M*95				\$ 45.3300	384	\$ 0.118	\$ 0.1180	\$ 0.0921	1 oz.	1600	\$ 0.0921	\$ 147.32
36	Toilet Cleaner 20% Hypochloric Acid Must be formulated for the removal of rust and urine stains from toilet bowls. Container shall have a directional spout to aid in the application of the cleaner to th surface of the toilet bowl. Users are to read and comply with all instructions for the safe usage of this product.	1 - 32oz	Winans Super Bowl	AN GERMICIDAL BOWL CLENSE				\$ 46.9500	384	\$ 0.122	\$ 0.1223	\$ 0.0954	1 oz.	3200	\$ 0.0954	\$ 305.18

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37	Biodegradable Drain Opener Cleaner pre-measured packet. Must be non-toxic, formulated to open clogged sink and toilet drains without harm to the user, plastic pipes, and spetic tank systems. 100% biodegradable	1 - 32oz	Cello Fumeless Drain Opener	SPARTAN BLOC-AID				\$ 66.2600	384	\$ 0.173	\$ 0.1726	\$ 0.1346	1 oz.	800	\$ 0.1346	\$ 107.67
38	Drain Opener Caustic Cleaner Must be a finely ground aluminum chip or flake formulation (minimum of 1% NAOH; minimum 96% NA2CO3), designed to open sinks and toilet drains. This product is highly caustic and must be used with caution. User is to read and comply with all instructions for use.	1 - 18 oz can	Drano	ZEP ZDC16				\$ 22.2100	18	\$ 1.234	\$ 1.2339	\$ 0.9624	1 oz.	180	\$ 0.9624	\$ 173.24
39	409 Spray and Wipe Cleaner (or equal)	1 - 32 oz	Winans Spray N Wipe	SPARTAN FAST & EASY				\$ 47.1200	384	\$ 0.123	\$ 0.1227	\$ 0.0957	1 oz.	1600	\$ 0.0957	\$ 153.14
40	Tub and Tile Cleaner, 1 gallon, non-abrasive disinfectant; formulated to remove soap scum and soil from ceramic tile and plastic surfaces without scratching. Non-aerosol formulation is ready to use.	1 gallon	Winans Shower Room Cleaner	SPARTAN NABC				\$ 66.0900	512	\$ 0.129	\$ 0.1291	\$ 0.1007	1 oz.	3200	\$ 0.1007	\$ 322.19
41	Tub and Tile Cleaner Foam Aerosol Spray must be formulated to remove soap scum and soil from ceramic tile and plastic surfaces without scratching.	1 - 20oz aerosol	Champion SprayPak Foaming Germicidal	SPARTAN TNT				\$ 69.6700	240	\$ 0.290	\$ 0.2903	\$ 0.2264	1 oz.	5000	\$ 0.2264	\$ 1,132.14
42	Disinfectant Heavy Duty Bathroom Cleaner, Liquid Concentrate. 24 oz. spray can.	1 - 24 oz aerosol	Professional Lysol	SPARTAN CDC-10				\$ 60.3100	384	\$ 0.157	\$ 0.1571	\$ 0.1225	1 oz.	2400	\$ 0.1225	\$ 294.01
43	Spray Bottle w/ Trigger - 22 ounce transparent bottle intended for the convenient handling and dispensing of various cleaning liquids (Indicate if Trigger comes with the Spray Bottle, if not see next item)	1 ct - 22oz. spray bottle	Tolco	TOLCO 120118				\$ 1.6100	1	\$ 1.610	\$ 1.6100	\$ 1.2558	1 ct.	3300	\$ 1.2558	\$ 4,144.14
44	Trigger Sprayer for 22 oz. Bottle	1 ct. Trigger	Tolco	TOLCO 110515				\$ 1.5000	1	\$ 1.500	\$ 1.5000	\$ 1.1700	1 ct.	350	\$ 1.1700	\$ 409.50
45	Spray Bottle - 32 ounce transparent bottle intended for the convenient handling and dispensing of various cleaning liquids (Indicate if Trigger comes with the Spray Bottle, if not see next item)	1 ct - 32oz. trigger spay bottle	Tolco	TOLCO 120125				\$ 1.4700	1	\$ 1.470	\$ 1.4700	\$ 1.1466	1 ct.	1500	\$ 1.1466	\$ 1,719.90
46	Trigger Sprayer for 32 oz. Bottle	1 ct. Trigger	Tolco	TOLCO 110516				\$ 1.3800	1	\$ 1.380	\$ 1.3800	\$ 1.0764	1 ct.	2000	\$ 1.0764	\$ 2,152.80
47	Brass and Chrome Polish; cleaner must be suitable for the cleaning of brass and chrome fixtures and leave the cleaned surface with a high gloss finish.	1 - 20oz aerosol	Cello Solarine	AN STAINLESS STEEL CLEANER				\$ 98.3500	240	\$ 0.410	\$ 0.4098	\$ 0.3196	1 oz.	300	\$ 0.3196	\$ 95.89

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48	Urinal Blocks, non Para - must eliminate odors at their source;	1 - 3oz	Fresh	IMPACT 9423				\$ 34.7000	180	\$ 0.193	\$ 0.1928	\$ 0.1504	1 oz.	800	\$ 0.1504	\$ 120.29
49	Toilet Bowl Blocks, non Para - must eliminate odors at their source	1 pc. (12/box)	Fresh	SPARTAN 8001				\$ 51.2100	72	\$ 0.711	\$ 0.7113	\$ 0.5548	1 block	33	\$ 0.5548	\$ 18.31
50	Urinal Screen (non-parabowl block) Flexible Screen	1 pc. (12/box)	Krystal/FRS 12-SANI	FRESH FR-FGVIN-100B-2				\$ 144.6700	100	\$ 1.447	\$ 1.4467	\$ 1.1284	1 screen	100	\$ 1.1284	\$ 112.84
51	Simple Orange Product must be heavy duty, non-butyl, orange citrus degreaser that removes grease, grime, and tough stains; concentrated product; environmetnally friendly; biodegradable, non toxic, non flammable, non-corrosive, non-abrasive	1 gallon	Simple Orange	ARTAN ORANGE TOUGH	6.00	128.00		\$ 206.7200	512	\$ 0.404	\$ 0.4038	\$ 0.3149	1 oz.	12800	\$ 0.3149	\$ 4,031.04
52	Cleaner, liquid spray, eliminates gooey, sticky, gummy, greasy problems, 32 oz spray.	1 - 32oz	Goo Gone	ARTAN ORANGE TOUGH 15				\$ 82.1100	384	\$ 0.214	\$ 0.2138	\$ 0.1668	1 oz.	160	\$ 0.1668	\$ 26.69
53	Rinse Free, non ammoniated, emulsifier floor stripper, equal to Cello mop and strip	5gal	Canberra Baseline	SPARTAN NAD-75	25.00	128.00		\$ 68.3800	640	\$ 0.107	\$ 0.1068	\$ 0.0833	1 oz.	16000	\$ 0.0833	\$ 1,333.41
54	Spic and Span (or equal) Disinfecting all-purpose spray and glass cleaner	1 - 32oz	Spic n Span All purpose Spray & Glass Cleaner	MISCO A2Z				\$ 114.4000	384	\$ 0.298	\$ 0.2979	\$ 0.2324	1 oz.	4000	\$ 0.2324	\$ 929.50
55	Fire resistant, heavy duty plastic wastebaskets with rolled top edge. Without cover, will not burn, non-metallic type, UL Classified Rectangular and round styles. (40 quart)	each	Rubbermaid #2544	RUBBERMAID 2544				\$ 102.5700	1	\$ 102.570	\$ 102.5700	\$ 80.0046	1 pc.	5	\$ 80.0046	\$ 400.02
56	Refuse container, step-on style, for use in public laboratories,kitchens and hospitals. Containers to have a smooth easy to clean white finish complete with lid on top, controlled by foot pedal. (18 gallon)	each	Rubbermaid #6145	LAVEX 475STPK18BG				\$ 170.0000	1	\$ 170.000	\$ 170.0000	\$ 132.6000	1 pc.	37	\$ 132.6000	\$ 4,906.20
57	Wastebasket, fire resistant, heavy duty plastic; rolled top edge, without cover, will not burn, non-metallic type, ul classified. Rectangular and round styles. (28 Quart)	each	Rubbermaid #2543	RUBBERMAID 2543				\$ 64.9300	1	\$ 64.930	\$ 64.9300	\$ 50.6454	1 pc.	25	\$ 50.6454	\$ 1,266.14

Vendors should complete all columns.				Please provide additional information for items 15, 22 & 25.												
Eligible Item Description				Dilution Ratio				Discounted Unit Price Calculation					Bid Total Calculation			
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Item	Description	Preferred Size/Wt	Equal To	Manufacturer and Manufacturer Number	Ounces of Product (recommended in dilution formula)	Ounces of Water (recommended in dilution formula)	Adjustment to Price to Account for Concentrated Product	Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
58	Round garbage containers with covers: Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.)Molded handles; heavy duty base of container shall accept manufacturer's dolly. (32 gallon)	each	Rubbermaid 2632/2631	ABCO BS-32G				\$ 49.8000	1	\$ 49.800	\$ 49.8000	\$ 38.8440	1 pc.	15	\$ 38.8440	\$ 582.66
59	Round garbage containers' covers (for 32 gallon): Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2632/2631	ABCO 32-T				\$ 14.9200	1	\$ 14.920	\$ 14.9200	\$ 11.6376	1 pc.	15	\$ 11.6376	\$ 174.56
60	Round Garbage containers with covers; heavy duty; institutional quality; seamless construction. Boil proof and steam cleanable (235 degees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly. (55 gallon)	each	Rubbermaid 2655/2654	IMPACT 7755-3				\$ 119.0200	1	\$ 119.020	\$ 119.0200	\$ 92.8356	1 pc.	12	\$ 92.8356	\$ 1,114.03
61	Round garbage containers' covers (for 55 gallon): Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2655/2654	IMPACT 7756-3				\$ 45.8500	1	\$ 45.850	\$ 45.8500	\$ 35.7630	1 pc.	10	\$ 35.7630	\$ 357.63
62	Conversion dolly with casters for above	each	Rubbermaid #2640	ABCO DOLLY				\$ 49.2500	1	\$ 49.250	\$ 49.2500	\$ 38.4150	1 pc.	12	\$ 38.4150	\$ 460.98
63	Square big wheel container; general refuse container with swing back top. Unit desinged with large wheels for movement of container over curbs and steps.	each	Rubbermaid #3559	TOTER ANA64-10548				\$ 237.6600	1	\$ 237.660	\$ 237.6600	\$ 185.3748	1 pc.	12	\$ 185.3748	\$ 2,224.50
64	Water pails; hot dipped in molten zinc after forming; raised bottom, plain galvanized wire gail, heavy stamp riveted or wing ears. (10 quart)	each	Impact	VESTIL BKT-GAL-325				\$ 36.1500	1	\$ 36.150	\$ 36.1500	\$ 28.1970	1 pc.	12	\$ 28.1970	\$ 338.36
65	Water Pail; heavy duty plastic with rounded edges and a heavy wire bail. (10 quart)	each	Rubbermaid #2963	ABCO T090301				\$ 12.5400	1	\$ 12.540	\$ 12.5400	\$ 9.7812	1 pc.	50	\$ 9.7812	\$ 489.06

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66	Water Pail, heavy duty plastic with rounded edges and heavy wire bail. (14 quart)	each	Rubbermaid #2614	ABCO T090302				\$ 16.7100	1	\$ 16.710	\$ 16.7100	\$ 13.0338	1 pc.	75	\$ 13.0338	\$ 977.54
67	Waste receptacles, self-closing counter balance door closure. Round top style; durable construction for indoor or outdoor use. Factory mutual approved for fire safety. (18 gallon)	each	Continental	DBS-23G / HOSPECO 7024-3				\$ 85.0000	1	\$ 85.000	\$ 85.0000	\$ 66.3000	1 pc.	25	\$ 66.3000	\$ 1,657.50
68	Buffing pad for burnishing with 1500 RPM up 3000 RPM.	1 - 20" pc.	Americo	AMERICO 401220				\$ 27.2800	5	\$ 5.456	\$ 5.4560	\$ 4.2557	1 pc.	50	\$ 4.2557	\$ 212.78
Specifications for Fine & Medium Sweeping (without handles)																
Broom-brush specifications : Please refer to General Requirements on page 3 of the Specifications																
69	Brush, floor, fine and medium, 14" synthetic fiber	each	Marino #BF2195F14	CARLISLE 36395				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.	5	\$ 16.3410	\$ 81.71
70	Brush, floor, fine and medium, 18" synthetic fiber	each	Weiler #77013	ABCO BH11007				\$ 14.9000	1	\$ 14.900	\$ 14.9000	\$ 11.6220	1 pc.	5	\$ 11.6220	\$ 58.11
71	Brush, floor, fine and medium, 24" synthetic fiber	each	Weiler #77014	ABCO BH11008				\$ 18.3200	1	\$ 18.320	\$ 18.3200	\$ 14.2896	1 pc.	75	\$ 14.2896	\$ 1,071.72
72	Brush, floor, fine and medium, 36" synthetic fiber	each	Marino #BR2195F36	ABCO BH11009				\$ 28.5000	1	\$ 28.500	\$ 28.5000	\$ 22.2300	1 pc.	15	\$ 22.2300	\$ 333.45
73	Handle for fine & medium sweeping: Handle is constructed of close grain species of hardwood with a smooth lacquer finish. Handle length is 0" and has a diameter of 1 1/8". Sturdy tapered cut threaded end with a 3/4" #5 acme thread to fit the fine and medium brushes.	each	Weiler #75513	ABCO 01123				\$ 8.2500	1	\$ 8.250	\$ 8.2500	\$ 6.4350	1 pc.	175	\$ 6.4350	\$ 1,126.13
74	Bi-level rotating joint Scrub Brush for floor with Crimped Polypropylene that rotates 360 degrees with threaded handles. Rubbermaid 6337	each		NEXSTEP 96073				\$ 11.5500	1	\$ 11.550	\$ 11.5500	\$ 9.0090	1 pc.	75	\$ 9.0090	\$ 675.68

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Specifications for Medium & Rough Sweeping (without handles)																	
Broom-brush specifications : Please refer to General Requirements on page 4 of the Specifications																	
75	Brush, floor, medium and rough, 14" bassine	each	Flatt #70200	LAVEX 697INOUT14FL				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.	25	\$ 16.3410	\$ 408.53	
76	Brush, floor, medium and rough, 24" bassine	each	Flatt #77033	ABCO BH11004				\$ 16.5000	1	\$ 16.500	\$ 16.5000	\$ 12.8700	1 pc.	75	\$ 12.8700	\$ 965.25	
Specifications for Rough Sweeping (without handles)																	
Broom-brush specifications : Please refer to General Requirements on page 4 of the Specifications																	
77	Brush, floor, rough, 16" Flatt 70203 Street Broom or equal	each	Weiler #42032	ABCO BH13001				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.	200	\$ 16.3410	\$ 3,268.20	
78	Brush, floor, rough, 16" synthetic fiber	each	Flatt #70211	ABCO BH13003				\$ 29.6000	1	\$ 29.600	\$ 29.6000	\$ 23.0880	1 pc.	150	\$ 23.0880	\$ 3,463.20	
79	Handle for rough sweeping must be constructed of close grain species of hardwood with a smooth lacquer finish. Handle length is 54" and has a diameter of 1 1/8". Sturdy tapered end to fit the rough sweeping floor brush.	each	flatt #75519	NEXSTEP 97259				\$ 8.9300	1	\$ 8.930	\$ 8.9300	\$ 6.9654	1 pc.	250	\$ 6.9654	\$ 1,741.35	
Premium standard mops specifications : Please refer to General Requirements on page 5 of the Specifications																	
80	Standard mop with 16 ounce capacity	1 - 16oz	UNS 2316C	ABCO CM-20016				\$ 5.0000	1	\$ 5.000	\$ 5.0000	\$ 3.9000	1 pc.	35	\$ 3.9000	\$ 136.50	
81	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220C	ABCO CM-20020				\$ 6.0000	1	\$ 6.000	\$ 6.0000	\$ 4.6800	1 pc.	20	\$ 4.6800	\$ 93.60	
82	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224C	ABCO CM-20024				\$ 7.0500	1	\$ 7.050	\$ 7.0500	\$ 5.4990	1 pc.	240	\$ 5.4990	\$ 1,319.76	

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Premium standard mops specifications : Please refer to General Requirements on page 5 of the Specifications																	
83	Standard mop with 16 ounce capacity	1 - 16oz	UNS 216R	ABCO RM-30016				\$ 6.0000	1	\$ 6.000	\$ 6.0000	\$ 4.6800	1 pc.	22	\$ 4.6800	\$ 102.96	
84	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220R	ABCO RM-30020				\$ 7.5500	1	\$ 7.550	\$ 7.5500	\$ 5.8890	1 pc.	35	\$ 5.8890	\$ 206.12	
85	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224R	ABCO RM-30024				\$ 8.9000	1	\$ 8.900	\$ 8.9000	\$ 6.9420	1 pc.	20	\$ 6.9420	\$ 138.84	
86	Super loop head; 5 inch vinyl mesh 12/CS - small	1 - 5" (small)		ABCO CLM-303SWG				\$ 5.1600	1	\$ 5.160	\$ 5.1600	\$ 4.0248	1 mesh	12	\$ 4.0248	\$ 48.30	
87	Super loop head; 5 inch vinyl mesh 12/CS - medium	1 - 5" (medium)		ABCO CLM-303MWG				\$ 6.3100	1	\$ 6.310	\$ 6.3100	\$ 4.9218	1 mesh	20	\$ 4.9218	\$ 98.44	
88	Dust mop heads; size 18 X 6 1/2; blue color slot top clip on closer	1 - (18X6 1/2)		ABCO DMTL-16518B				\$ 7.9500	1	\$ 7.950	\$ 7.9500	\$ 6.2010	1 pc.	12	\$ 6.2010	\$ 74.41	
89	Toilet bowl Mop - made of plastic handles and a non-absorbant acrylic head.	each		ABCO 02000				\$ 1.6600	1	\$ 1.660	\$ 1.6600	\$ 1.2948	1 pc.	750	\$ 1.2948	\$ 971.10	
90	Looped end mop heads with wide bands at the top. 14oz to 16oz - medium	1 - pc. (medium)		ABCO LM-202BM				\$ 7.5000	1	\$ 7.500	\$ 7.5000	\$ 5.8500	1 pc.	25	\$ 5.8500	\$ 146.25	
91	Looped end mop heads with wide bands at the top. 22oz to 24oz - large	1 - pc. (large)		ABCO LM-2001LW				\$ 10.7500	1	\$ 10.750	\$ 10.7500	\$ 8.3850	1 pc.	50	\$ 8.3850	\$ 419.25	
92	Wet mop handles fiberglass small and large. Side release gate for fast and easy mop change.	each		ABCO 01206-NB				\$ 17.0300	1	\$ 17.030	\$ 17.0300	\$ 13.2834	1 pc.	250	\$ 13.2834	\$ 3,320.85	
93	Dust mop heads; 4-ply cotton blend with looped ends. 24" x 5"	1 - (24"X5")		ABCO DMTL-13524W				\$ 9.4500	1	\$ 9.450	\$ 9.4500	\$ 7.3710	1 pc.	12	\$ 7.3710	\$ 88.45	
94	Dust mop frame and handle swivel and snap. 24" x 5"	1 - (24"X5")		ABCO BH-24524WF				\$ 6.8200	1	\$ 6.820	\$ 6.8200	\$ 5.3196	1 pc.	42	\$ 5.3196	\$ 223.42	
95	Floor Wax, High millage floor finish or equal. High solids, low odor, ultra high speed floor finish for heavy foot traffic.	5 gal		SPARTAN ON AN' ON				\$ 136.4200	640	\$ 0.213	\$ 0.2132	\$ 0.1663	1 oz.	60	\$ 0.1663	\$ 9.98	

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	Mop Buckets															
96	35 Qt. Yellow with a down press wringer.	each		ABCO T01009DPW				\$ 120.5000	1	\$ 120.500	\$ 120.5000	\$ 93.9900	1 pc.	25	\$ 93.9900	\$ 2,349.75
														<b>TOTAL BID COST</b>		<b>\$ 106,220.89</b>
<b>NOTE: ITEMS THAT ARE INTENDED FOR DILUTED USE MUST INCLUDE MANUFACTURER'S INFORMATION ON DILUTION RATIO.</b>																
<b>(SINGLE) DISCOUNT PERCENTAGE:</b>		<b>22%</b>														
<b>Vendors should complete the contract coordinator Information below:</b>																
<b>Company Name:</b>		LIBERTY DISTRIBUTORS, INC.														
<b>Vendor Representative Name:</b>		MARK PELUCHETTE														
<b>Vendor Representative Signature:</b>																
<b>Date:</b>		4/23/2026														

# WELCOME TO THE WORLD OF GERMICIDAL ULTRA BLEACH

- Has 50+ Specific Germ Kills Claims - Right On The Label
- Reduced PPM's for C. Difficile Spore "Kill"
- E Coli Carbapenem Resistant Bacteria, Norovirus and Human Coronavirus Claims
- NDM-1 Anti-Biotic Resistant Bacteria Claims
- Laundry Sanitizer claims for MRSA & Psuedomonas
- Also Kills MRSA, CA-MRSA, VRE, Influenza A
- A Higher Level of "Clean" Versus 5.25% EPA Registered Bleach



6% SODIUM HYPOCHLORITE



EPA: 70271-13

UPC: 59647-21014

For questions, comments, ordering, MSDS information please call us at 1-800-276-8260 or www.kikcorp.com



# PURE BRIGHT®

## GERMICIDAL ULTRA BLEACH

### NOW KILLS 50+ SPECIFIC PATHOGENS

In managing your work-life / business, it is so critical to wisely choose the products you use in the cleaning and sanitation of your workplace and home.

Several years ago, [PUREBRIGHT GERMICIDAL ULTRA BLEACH](#) documented claims on 27 specific germ "Kills" including MRSA, C. Diff. and other pathogens...

TODAY [PUREBRIGHT GERMICIDAL ULTRA BLEACH](#) **HAS 50+ SPECIFIC GERM KILLS RIGHT ON THE LABEL.**

Some of the additions include Norovirus, Human coronavirus, Community acquired MRSA (CA-MRSA), a MRSA Laundry sanitizer claim and the "killing dose" for C.Diff has been cut by 50% (now 5000ppm). See the below UPDATED LISTING ...

[PUREBRIGHT GERMICIDAL ULTRA BLEACH](#) now certifies Kills on the following Anti-biotic resistant Bacteria!

- ✓ ***E Coli Carbapenem Resistant***
- ✓ ***Vancomycin Resistant Enterococcus faecalis (VRE)***
- ✓ ***Methicillin Resistant Staphylococcus Aureus (MRSA)***
- ✓ ***Community Acquired Methicillin Resistant Staphylococcus Aureus (CA-MRSA)***

**ALSO KILLS on NDM-BACTERIA - Escherichia coli NDM-1,  
Klebsiella pneumoniae NDM-1 and Enterobacter cloacae NDM-1 positive.**

### WHAT A VALUE !

#### BACTERICIDAL

- ***Clostridium difficile spore (C.Diff Spore)***
- ***Methicillin Resistant Staphylococcus aureus (MRSA)***
- *Escherichia coli O157:H7 (E. coli)*
- *Pseudomonas aeruginosa (pseudomonas)*
- *Salmonella enterica (salmonella)*
- *Shigella dysenteriae*
- *Staphylococcus aureus (staph)*
- *Streptococcus pyogenes (strep)*
- ***Acinetobacter baumannii***
- ***Campylobacter jejuni***
- ***Community Acquired Methicillin Resistant Staphylococcus aureus (CA-MRSA)***
- ***Enterobacter cloacae NDM-1 positive***
- ***Enterococcus faecalis***
- ***Vancomycin Resistant Enterococcus faecalis (VRE)***
- ***Escherichia coli Carbapenem Resistant***
- ***Escherichia coli NDM-1***
- ***Klebsiella pneumoniae NDM-1***
- *Legionella pneumophila*
- *Listeria Monocytogenes*
- *Streptococcus pneumoniae*
- ***Extended Spectrum Beta Lactamase producing Escherichia coli***

#### VIRUCIDAL

- Adenovirus type 2
- Avian Influenza A virus
- Canine Parvovirus
- Cytomegalovirus
- Feline Panleukopenia virus (Parvovirus)
- Hepatitis A virus
- **Hepatitis B virus (HBV)**
- **Hepatitis C virus (HCV)**
- Herpes simplex virus Type 1 (herpes)
- Herpes simplex virus Type 2 (herpes)
- **Human Immunodeficiency Virus type 1 (HIV-1)**
- Influenza A virus (Strain Hong Kong)
- H1N1 Influenza A virus
- Poliovirus type 1
- Respiratory syncytial virus (RSV)
- Rhinovirus type 37
- Rotavirus
- **Human Coronavirus**
- **Influenza B Virus**
- **Norovirus (Feline Calicivirus)**
- **Parainfluenza virus type 3**

#### FUNGICIDAL

- *Trichophyton mentagrophytes (Athlete's foot fungus)*
- *Aspergillus brasiliensis (mildew)*
- ***Candida albicans***

#### Non-Food Contact Sanitizer

- *Staphylococcus aureus*
- *Enterobacter aerogenes*

#### Laundry Sanitizer

- *Klebsiella pneumoniae*
- *Staphylococcus aureus*
- ***Methicillin Resistant Staphylococcus aureus (MRSA)***
- *Pseudomonas aeruginosa*





**PURE BRIGHT™**  
Commercial / Institutional Use

## “YOUR SAFE WORKPLACE / PLACE OF BUSINESS”

Today – The increased demands in “Workplace Sanitation” continues to drive new and innovative solutions for providing healthy environments for businesses, their employees, and Customers while new antibiotic resistant pathogens have emerged as serious threats to public health. **NEW “PUREBRIGHT” Germicidal ULTRA Bleach** now offers “your place of business” protection against these threats.

**“PUREBRIGHT” Germicidal ULTRA Bleach** is very different from the old legacy bleaches in the marketplace. The “older style” chlorine bleaches have no “specific germ kill” claims in their registrations and DO NOT offer a specific “kill claim” against basic germs such as E. Coli; MRSA, Salmonella, Herpes, HIV, H1N1, HBV, HCV a host of others... While adequate general sanitizers / disinfectants these older “grandfathered” formulas cannot begin to address the increasing concerns that C. Difficile spores have presented in healthcare facility infection control. “PUREBRIGHT” Germicidal ULTRA Bleach has 50 “Dentent” Specific Germ Kills and provides your business and valuable clientele a much more secure clean place to frequent.

**“PUREBRIGHT” Germicidal ULTRA Bleach** is a “Solid Value” if your business fits any of the classes listed below...

<b>HERNURSING HOMES</b>	<b>FOODSERVICE</b>	<b>SCHOOLS</b>
<b>HOSPITALS</b>	<b>HEALTH CLUBS</b>	<b>LAUNDRY</b>
<b>RESTROOMS</b>	<b>OFFICE BUILDINGS</b>	<b>MEDICAL FACILITIES</b>
<b>LOCKER ROOMS</b>	<b>HOTELS</b>	<b>DAYCARE FACILITIES</b>
	<b>KENNELS</b>	<b>FARMS</b>

### Advantages:

- ✓ SUPERIOR PERFORMANCE - KILLS 50+ Specific Germs by name
- ✓ **EBOLA AND ENTEROVIRUS D-68 ACCEPTED** BY CDC / EPA FOR THESE GERMS
- ✓ “CHEAP INSURANCE POLICY” against broad Cross-Contamination threats to **“YOUR BUSINESS”**
- ✓ **KILLS MRSA** – A Major concern in School Districts and Daycare Facilities
- ✓ **KILLS C. Difficile Spores** – ALREADY a Major Healthcare / Hospital / Nursing Home threat
- ✓ **KILLS E. Coli. ; Stap ; Strep, Salmonella, Athletes Foot Fungus** – General Institutional concerns
- ✓ **KILLS over 20+ Viruses** as Listed right on the label
- ✓ **SAVES \$\$ vs. Higher Costing Branded products WITH NO LOSS in Efficacy**

**CALL YOUR LOCAL DISTRIBUTOR TODAY!**

**AVAILABLE IN 6X1 & 3X1 GALLON CAS**

ANOTHER INNOVATIVE PRODUCT FROM:



11-Jul-2016

## 1. IDENTIFICATION

**Product identifier**

**Product Name** Pure Bright Germicidal Ultra Bleach

**Other means of identification**

**Product UPC** 59647-21014

**Product Code** 11008635042

**Recommended use of the chemical and restrictions on use**

**Recommended Use** Disinfectant. Cleaning agent. Chlorine-based bleaching agents.

**Uses advised against** Do not mix with other chemicals

**Details of the supplier of the safety data sheet**

**Manufacturer Address**

KIK International LLC  
33 Macintosh Blvd.  
Concord, Ontario  
Canada L4K 4L5  
1-800-479-6603

**Emergency telephone number**

**Emergency Telephone** Poison Control Center (Medical) : (866) 366-5048  
Chemtrec (Transportation) 1-800-424-9300, 703-527-3887

## 2. HAZARDS IDENTIFICATION

**Classification**

**OSHA Regulatory Status**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1

**Label elements**

**Emergency Overview**

**Danger**

**Hazard statements**

Causes skin irritation  
Causes serious eye damage



**Color** light yellow

**Physical state** liquid

**Odor** Chlorine

**Precautionary Statements - Prevention**

Wash face, hands and any exposed skin thoroughly after handling

Wear protective gloves/protective clothing/eye protection/face protection

**Precautionary Statements - Response**

Immediately call a POISON CENTER or doctor/physician

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

Immediately call a POISON CENTER or doctor/physician

IF ON SKIN: Wash with plenty of soap and water

If skin irritation occurs: Get medical advice/attention

Take off contaminated clothing and wash before reuse

**Precautionary Statements - Storage**

Keep out of reach of children. Store in a well-ventilated place. Store in a closed container. Protect from sunlight.

**Hazards not otherwise classified (HNOC)**

Not applicable

**Other Information**

0% of the mixture consists of ingredient(s) of unknown toxicity

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

**Mixture**

Chemical Name	CAS No.	Weight-%
Sodium hypochlorite	7681-52-9	6

### 4. FIRST AID MEASURES

**Description of first aid measures**

<b>Eye contact</b>	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes.
<b>Skin contact</b>	Wash skin with soap and water. If symptoms persist, call a physician.
<b>Inhalation</b>	Remove to fresh air.
<b>Ingestion</b>	Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. If symptoms persist, call a physician.

**Most important symptoms and effects, both acute and delayed**

**Symptoms** No information available.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians** Treat symptomatically. Probable mucosal damage may contraindicate the use of gastric lavage.

### 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable extinguishing media** No information available.

**Specific hazards arising from the chemical**

No information available.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES**

**Personal precautions, protective equipment and emergency procedures**

**Personal precautions** Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Ensure adequate ventilation, especially in confined areas.

**Environmental precautions**

**Environmental precautions** See Section 12 for additional ecological information.

**Methods and material for containment and cleaning up**

**Methods for containment** Prevent further leakage or spillage if safe to do so.

**Methods for cleaning up** Pick up and transfer to properly labeled containers.

**7. HANDLING AND STORAGE**

**Precautions for safe handling**

**Advice on safe handling** Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product. Use personal protective equipment as required. Handle in accordance with good industrial hygiene and safety practice.

**Conditions for safe storage, including any incompatibilities**

**Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.

**Incompatible materials** Acids, Ammonia.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Control parameters**

**Exposure Guidelines** This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies. .

**Appropriate engineering controls**

**Engineering Controls** Showers  
Eyewash stations  
Ventilation systems.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Wear safety glasses with side shields (or goggles).

**Skin and body protection** Wear protective gloves and protective clothing.

**Respiratory protection** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be

provided in accordance with current local regulations.

**General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

Information on basic physical and chemical properties

<b>Physical state</b>	liquid	<b>Odor</b>	Chlorine
<b>Appearance</b>	clear, light yellow	<b>Odor threshold</b>	No information available
<b>Color</b>	light yellow		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
<b>pH</b>	12.0 - 12.5	
<b>Melting point/freezing point</b>	No information available	
<b>Boiling point / boiling range</b>	No information available	
<b>Flash point</b>	No information available	
<b>Evaporation rate</b>	No information available	
<b>Flammability (solid, gas)</b>	No information available	
<b>Flammability Limit in Air</b>		
<b>Upper flammability limit:</b>	No information available	
<b>Lower flammability limit:</b>	No information available	
<b>Vapor pressure</b>	No information available	
<b>Vapor density</b>	No information available	
<b>Specific Gravity</b>	~1.08	
<b>Water solubility</b>	Soluble in water	
<b>Solubility in other solvents</b>	No information available	
<b>Partition coefficient</b>	No information available	
<b>Autoignition temperature</b>	No information available	
<b>Decomposition temperature</b>	No information available	
<b>Kinematic viscosity</b>	No information available	
<b>Dynamic viscosity</b>	No information available	
<b>Density</b>	No information available	
<b>Bulk density</b>	No information available	
<b>Explosive properties</b>	No information available	
<b>Oxidizing properties</b>	No information available	

Other Information

<b>Softening point</b>	No information available
<b>Molecular weight</b>	No information available
<b>VOC Content (%)</b>	No information available

**10. STABILITY AND REACTIVITY**

Reactivity

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to avoid

Do not mix with other chemicals. Extremes of temperature and direct sunlight.

Incompatible materials

Acids, Ammonia.

Hazardous Decomposition Products

None known based on information supplied.

**11. TOXICOLOGICAL INFORMATION**

Information on likely routes of exposure

**Inhalation** Inhalation of vapors in high concentration may cause irritation of respiratory system.

**Eye contact** Avoid contact with eyes. May cause burns.

**Skin contact** Avoid contact with skin. May cause irritation.

**Ingestion** May be harmful if swallowed.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Sodium hypochlorite 7681-52-9	= 8200 mg/kg ( Rat )	> 10000 mg/kg ( Rabbit )	-

**Information on toxicological effects**

**Symptoms** No information available.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Sensitization** No information available.  
**Germ cell mutagenicity** No information available.  
**Carcinogenicity** The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Sodium hypochlorite 7681-52-9	-	Group 3	-	-

*IARC (International Agency for Research on Cancer)  
 Not classifiable as a human carcinogen*

**Reproductive toxicity** No information available.  
**STOT - single exposure** No information available.  
**STOT - repeated exposure** No information available.  
**Aspiration hazard** No information available.

**Numerical measures of toxicity - Product Information**

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

Very toxic to aquatic life with long lasting effects

0% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Crustacea
Sodium hypochlorite 7681-52-9	0.095: 24 h Skeletonema costatum mg/L EC50	0.06 - 0.11: 96 h Pimephales promelas mg/L LC50 flow-through 4.5 - 7.6: 96 h Pimephales promelas mg/L LC50 static 0.4 - 0.8: 96 h Lepomis macrochirus mg/L LC50 static 0.28 - 1: 96 h Lepomis macrochirus mg/L LC50 flow-through 0.05 - 0.771: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 0.03 - 0.19: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 0.18 - 0.22: 96 h Oncorhynchus mykiss mg/L LC50 static	0.033 - 0.044: 48 h Daphnia magna mg/L EC50 Static 2.1: 96 h Daphnia magna mg/L EC50

**Persistence and degradability**  
 No information available.

**Bioaccumulation**  
 No information available.

**Mobility**

No information available.

**Other adverse effects** No information available

**13. DISPOSAL CONSIDERATIONS**

**Waste treatment methods**

**Disposal of wastes** Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated packaging** Do not reuse container. Dispose of in accordance with federal, state and local regulations.

**14. TRANSPORT INFORMATION**

**Note:** Product classified as UN 3077 or UN 3082 that are shipped in containers not exceeding 5 kg or 5 L may ship as Not Subject to the provisions of the IMDG Code and Not Restricted under IATA. Refer to IMDG Ch 2.10 and IATA SP-197.

**DOT** Not regulated

**IATA**

<b>UN/ID no.</b>	3082
<b>Proper shipping name</b>	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE)
<b>Hazard Class</b>	9
<b>Packing Group</b>	III
<b>Description</b>	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III

**IMDG**

<b>UN/ID no.</b>	3082
<b>Proper shipping name</b>	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE)
<b>Hazard Class</b>	9
<b>Packing Group</b>	III
<b>Description</b>	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (SODIUM HYPOCHLORITE), 9, III
<b>Marine pollutant</b>	This material meets the definition of a marine pollutant

**15. REGULATORY INFORMATION**

**International Inventories**

<b>TSCA</b>	Complies
<b>DSL/NDSL</b>	Complies

**Legend:**

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory  
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**US Federal Regulations**

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**SARA 311/312 Hazard Categories**

Acute health hazard	Yes
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

**CWA (Clean Water Act)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hypochlorite 7681-52-9	100 lb	-	-	X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Sodium hypochlorite 7681-52-9	100 lb	-	RQ 100 lb final RQ RQ 45.4 kg final RQ

**US State Regulations**

**California Proposition 65**

This product does not contain any Proposition 65 chemicals

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Sodium hypochlorite 7681-52-9	X	X	X

**U.S. EPA Label Information**

**EPA Pesticide Registration Number** 70271-13

**EPA Statement**

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

**Difference between SDS and EPA Pesticide label**

DANGER: Corrosive. May cause severe skin and eye irritation or chemical burns to broken skin. Causes eye damage. Wear safety glasses and rubber gloves when handling this product. Wash after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Avoid breathing vapors. Vacate poorly ventilated areas as soon as possible. Do not return until strong odors have dissipated.

**16. OTHER INFORMATION, INCLUDING DATE OF PREPARATION OF THE LAST REVISION**

<b>NFPA</b>	Health hazards 2	Flammability 0	Instability 1	Physical and Chemical Properties -
<b>HMIS</b>	Health hazards 2	Flammability 0	Physical hazards 1	Personal protection B

<b>Prepared By</b>	Regulatory Affairs
<b>Revision Date</b>	11-Jul-2016
<b>Revision Note</b>	No information available

**Disclaimer**

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination

with any other materials or in any process, unless specified in the text.

**End of Safety Data Sheet**



# DAMP MOP™

## Daily Floor Cleaner



Damp Mop is a no-rinse floor cleaner concentrate that reduces the time and labor cost of daily maintenance for a variety of resilient flooring types such as vinyl composite tile (VCT), luxury vinyl tile (LVT), marble, and stone. Fast drying, Damp Mop quickly and effortlessly removes dirt and other surface soils in heavily trafficked areas and leaves no residue or haze to dull floor gloss and shine.

# DAMP MOP™

## FEATURES

- Concentrated: 1 gallon makes 64 gallons of floor cleaner
- Use with hand mop, floor machine, or automatic scrubber
- Pleasant lemon scent
- Biodegradable and phosphate-free

## BENEFITS

- No rinse formula dries fast and streak free
- Will not dull, haze, or streak floor finish
- Regular use extends the time between strip and recoat for finished floors
- Safe to use on all resilient type floorings such as asphalt, rubber, vinyl, terrazzo, ceramic, quarry tile, and all surfaces not harmed by water

## SPECIFICATION DATA

Dilution	0.5 – 6 oz/gal
pH	7.0 – 8.0
Color	Yellow
Fragrance	Lemon
Density @ 24°C/75°F	8.32 lbs/gal
Specific Gravity @ 24°C/75°F	1.000
Viscosity @ 24°C/75°F	Water-thin
Flash Point (Cleveland Open Cup)	None
Stability: Shelf @ 24°C/75°F	1 year minimum
Stability: Accelerated @ 49°C/120°F	60 days minimum
Stability: Freeze/Thaw	Will withstand 1 cycle
Miscibility	Completely soluble in all proportions with hot or cold water
Rinsability	Rinses freely with hot or cold water and leaves no film

## DIRECTIONS FOR USE

- For light cleaning using a hand mop or floor machine: dilute at 1:40 (3 oz per gallon) of water.
- For light cleaning using an automatic scrubber: dilute at 1:50 (2.5 oz per gallon) of water.
- For optimum economy and performance using any of the above methods, experimentation with dilution ratios from 1:20 (6.4 oz per gallon) to **1:64 (2 oz per gallon) is recommended.**

## ORDERING INFORMATION

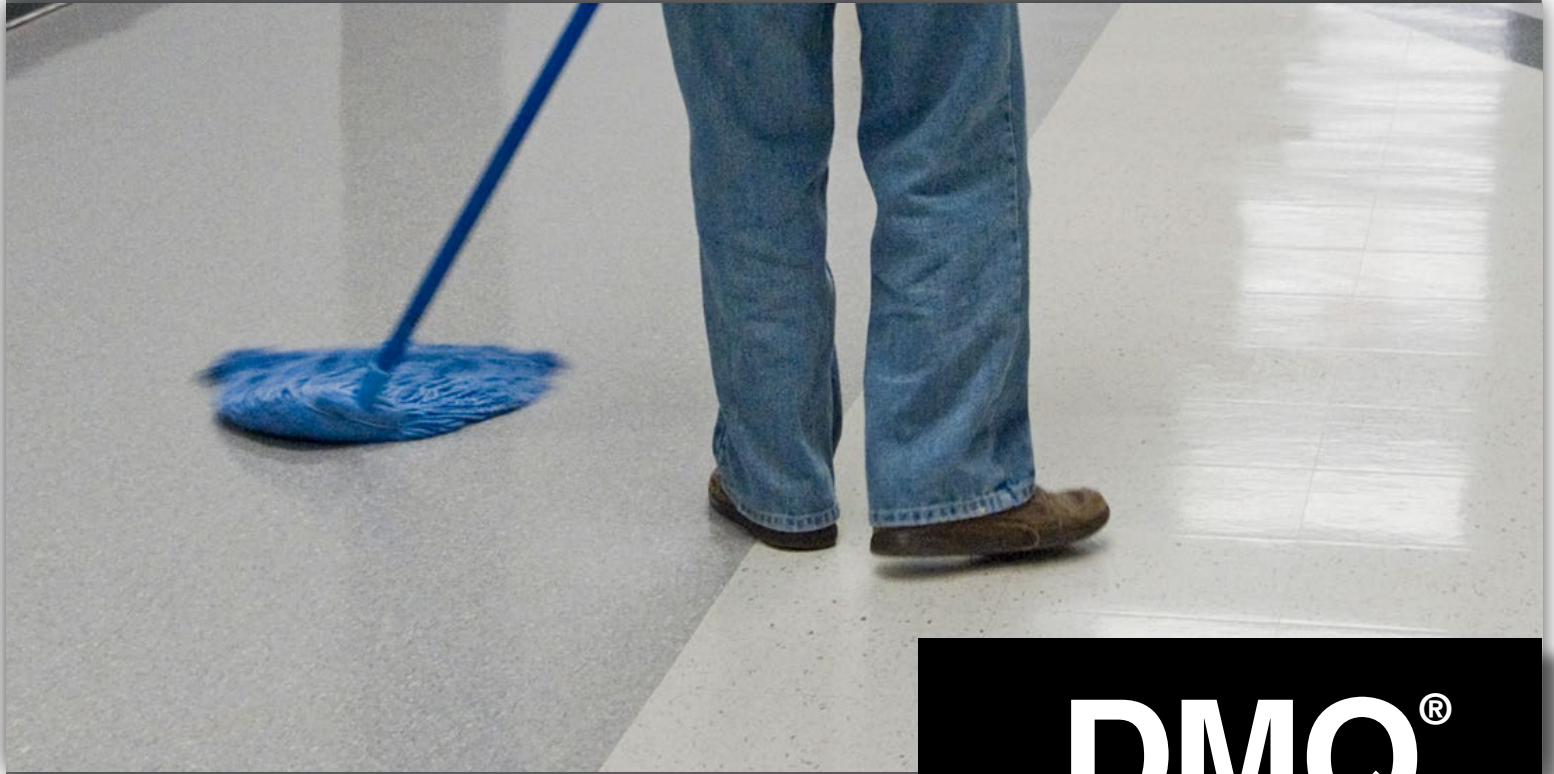


## ADDITIONAL RESOURCES

Scan the QR code to access this product's safety information and documentation.

**SAFETY:** For institutional and industrial use only. Be sure to read all directions, precautionary and first aid statements on product labels before using this or any other Spartan product. If questions remain, consult your employer or a physician. Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor and at [www.spartanchemical.com](http://www.spartanchemical.com). Workplace labels are available in English, Spanish, and French.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control ensures uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within 12 months of the date of manufacture.



# DMQ<sup>®</sup>

## damp mop neutral disinfectant cleaner

DMQ is a non-alkaline disinfectant cleaner concentrate specially designed to clean, deodorize and disinfect high gloss floors. Effective as a sanitizer in 30 seconds, DMQ retains the beauty of high gloss floors with the added effectiveness of a disinfectant! Formulated for use in daily maintenance programs, DMQ is a proven one-step cleaner disinfectant in the presence of moderate amounts of organic material.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
 1110 Spartan Drive  
 Maumee, OH 43537  
 1-800-537-8990  
 www.spartanchemical.com

**EXCELLENT CLEANING PERFORMANCE**

DMQ is a concentrate containing only the highest quality raw material ingredients. An effective disinfectant when diluted 2 oz. per gallon of water, DMQ is economical enough to use every day. This feature is especially important when DMQ is the disinfectant damp mop choice for ultra high speed floor maintenance programs.

**KILLS THE GERMS... NOT THE SHINE!**

The DMQ formula has a low pH and special non-alkaline ingredients. It will not dull, haze or streak high gloss floor finish. Suitable for the Bloodborne Pathogen Standard.

**GREAT FOR HIGH SPEED FLOOR FINISH PROGRAMS**

DMQ's film-free characteristic plus its germ-killing properties make it especially desirable for the daily damp mopping procedure in ultra high speed floor care programs. Schools, office buildings and other commercial areas where there is a high degree of traffic will particularly appreciate the benefits of a film-free disinfectant damp mop cleaner.

**DMQ IS BACTERICIDAL**

Effective disinfectant against the following bacteria:

- Staphylococcus aureus
- Salmonella enterica

**DMQ KILLS ANTIBIOTIC-RESISTANT BACTERIA\*\***

Effective disinfectant against the following antibiotic-resistant bacteria\*\*:

- Methicillin-Resistant Staphylococcus aureus (MRSA)
- Vancomycin-Resistant Enterococcus faecalis (VRE)

**DMQ KILLS 99% OF BACTERIA\*\*\* IN 30 SECONDS**

Effective sanitizer in 30 seconds against the following bacteria\*\*\*:

- Staphylococcus aureus
- Enterobacter aerogenes

**DMQ IS VIRUCIDAL\***

Effective virucide against the following viruses\*:

- HIV-1 (AIDS Virus)
- Hepatitis B
- Hepatitis C
- Herpes simplex virus Type 2
- Influenza A2/Hong Kong Virus

**AREAS FOR USE**

DMQ is recommended to clean, disinfect, sanitize and deodorize floors, walls, countertops, fiberglass, synthetic marble, stainless steel, glass, vinyl and other hard, non-porous environmental surfaces in:

- |                  |                        |
|------------------|------------------------|
| Schools          | Churches               |
| Public Buildings | Factories              |
| Restaurants      | Manufacturing Sites    |
| Bars             | Food Processing Plants |
| Cafeterias       | Apartment Buildings    |
| Office Buildings | Recreation Facilities  |
| Hotels           | Public Restrooms       |
| Motels           |                        |

See product label for complete directions for use and more applications.

Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).

**SPECIFICATIONS**

- pH (Concentrate): 5.0-6.0  
 Color: Yellow  
 Scent: Light citrus  
 Stability:
- Shelf @ 24°C/75°F: Two years minimum
  - Freeze/Thaw: Three cycles

EPA Reg. No. 5741-20



Distributed by:

**PACKAGING**

106265	330-gallon tote
106255	55-gallon drum
106230	30-gallon drum
106215	15-gallon drum
106205	5-gallon pail
106204	1-gallon (4 per case)



Secondary labels are available in English, Spanish, and French.

GUARANTEE: Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.

For institutional and industrial use only.

© SCC 2/14 L1062



# NAD-75

## non-ammoniated wax stripper

Non ammoniated wax and finish stripper, NAD 75 is the economical choice for removing water based waxes and polymer finishes, including metal interlock detergent resistant finishes.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service



Spartan Chemical Company, Inc.  
 1110 Spartan Drive  
 Maumee, OH 43537  
 1-800-537-8990  
 www.spartanchemical.com

### NON-AMMONIATED

NAD-75 will remove the metal interlock, detergent-resistant finishes which normally requires an ammoniated stripper for removal. NAD-75 contains MEA, a chemical compound which “unlocks” the metal interlock in detergent resistant floor finishes. This helps to suspend the old finishes and soils for easy pick up from the floor.

### LOW FOAMING

NAD-75 is formulated with low foaming agents making it easier to pick up in the first rinse operation using a hand held mop or an automatic floor machine. NAD-75 rinses freely with hot or cold water and leaves no residue.

### LOW ODOR

NAD-75 has no significant objectionable or irritating chemical odors. NAD-75 can also be used as a tough duty cleaning product that can be used where products without a strong odor are preferred. NAD-75 also works extremely well as a heavy-duty industrial degreaser for concrete floors. Just apply, let set, scrub, and pick up or hose off.

### DIRECTIONS FOR USE

Some individuals may be sensitive to ingredients in this product. Before use, read product label and Safety Data Sheet. If questions remain, consult your employer or a physician. Wet floors may be slippery. Prevent pedestrian traffic with signs or barricades.

#### Light to medium finish/wax build-up:

Dilute one part NAD-75 with 3 – 5 parts warm or room temperature (80 – 120°F) water (25 – 43 oz. NAD-75 per gallon of water).

#### Heavy finish/wax build-up:

Dilute as strong as one part NAD-75 with 2 parts warm or room temperature (80 – 120°F) water (64 oz. NAD-75 per gallon of water).

1. Apply a liberal amount of solution to small area (100 ft<sup>2</sup>) of floor.
2. Solution should remain on floor at least five minutes before scrubbing.
3. Machine scrub thoroughly using a stripping pad.
4. Pick up solution with clean, dry mop or wet/dry vacuum.
5. Rinse thoroughly with clear water. Multiple rinses are recommended.
6. Allow floor to dry completely.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

### SPECIFICATIONS

Specific Gravity: 1.03 @ 24°C/75°F

pH (Concentrate): 13.2 – 13.6

Active Ingredients: 13.1%

#### Stability

- a. Storage @ 24°C/75°F: One year minimum
- b. Accelerated @ 50°C/122°F: 30 days minimum
- c. Freeze/Thaw: Can withstand three cycles

Rinsability: Rinses completely with hot or cold water.

Distributed by:

PACKAGING	
007560	275-gallon totes
007555	55-gallon drum
007530	30-gallon drum
007515	15-gallon drum
007505	5-gallon pail



Label copy is provided in English and Spanish. Secondary labels are also available.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture. Use product as directed and read all precautionary statements.

For institutional and industrial use only.

© SCC 01/23 L0075

# **ORANGE TOUGH<sup>®</sup> 40**

## **WATER-DILUTABLE, WATER-RINSABLE MULTI PURPOSE DEGREASER**

### **PRODUCT DESCRIPTION:**

Orange Tough 40 is a natural solvent-based, water-dilutable, water-rinsable degreaser formulated for the fast removal of difficult industrial type soil and grease. The product is a clear, dark orange color with a natural orange fragrance for instant deodorization.

Water-dilutable and water-rinsable, Orange Tough 40 is formulated and marketed for those who, due to government regulations, concern for worker safety, or a preference for naturally derived solvents, do not want to use petroleum distillates or chlorinated solvents such as Trichlorethylene, Perchlorethylene, methylene chloride, carbon tetrachloride and toluene.

Not all products claiming to be "natural citrus cleaners" are 100% d-limonene. They usually contain less effective and less expensive combinations of solvents such as IPA (isopropyl alcohol), glycol ether or other natural turpenes derived from lime, grapefruit, lemons, pine trees or synthetically-made equivalents. When a product claims to contain d-limonene and is 40% active, it is not necessarily a 40% d-limonene product. In contrast, Orange Tough 40 actually contains 40% d-limonene...is 65-70% active!

### **NATURAL DEGREASING POWER:**

Orange Tough 40 is formulated with 40% d-limonene, a natural solvent derived from citrus peel (usually oranges). This natural solvent degreasing characteristic is enhanced with compatible builders, surfactants and wetting agents to provide extra degreasing strength.

### **MULTI PURPOSE:**

Orange Tough 40 has a wide variety of uses...from kitchen to industrial shop. Dilute Orange Tough 40 with water from 1:1 to 1:10 to remove oily, greasy soils from vinyl tile, quarry tile, ceramic, marble, concrete, aluminum, metal and other hard surfaces. Designed to quickly penetrate and clean away heavy soils, grease and carbon exhaust from aircraft, busses, trucks and other motorized vehicles, Orange Tough 40 also removes rust proofing overspray and cosmoline from cars; overcoating and oil spills from concrete.

**SAFER THAN TOXIC SOLVENTS OR HARSH CAUSTICS:**

Orange Tough 40's d-limonene base replaces harsh caustics and toxic solvents such as petroleum distillates, chlorinated solvents, strong acids and butyl. Users like Orange Tough 40's organic natural degreasing ability and pleasant deodorizing orange fragrance. No highly toxic vapors to breathe. Orange Tough 40 is non-flammable when diluted in water. Non-corrosive...safe on most paints, aluminum and other metals...can be used on nearly every surface.

**ENVIRONMENTALLY SOUND:**

Formulated with environmental needs in mind, Orange Tough 40 is biodegradable and phosphate free.

**DIRECTIONS FOR USE:**

**Some individuals may be sensitive to ingredients in this product. Before use, read product label and MSD sheet.**

**General Cleaning & Degreasing:** Dilute Orange Tough 40, 1:10 (12 oz./gal. or 90 ml/l of water). Apply with automatic or rotary scrubber, mop, brush, sponge or sprayer. **Use solvent-resistant trigger sprayer or stainless steel sprayer.** When used on floors, pick up or rinse thoroughly to remove residue and prevent slipperiness. Flush out scrubber with plain water after use.

**Hot Dip Tank/Pressure Washer:** Use up to 60°C/140°F at 1:10 (12 oz./gal. or 90 ml/l of water) to 1:20 (6 oz./gal. to 45 ml/l of water).

Areas for Use	Dilution Ratio	Oz./Gal. water
General degreasing tasks (vending machines, garbage and trash containers, machinery, tools, etc.)	1:10	12 oz.
Floors* (vinyl tile, quarry tile, ceramic, marble)	1:20	6 oz.
Concrete floors, driveways and walls	1:10	12 oz.
Aircraft cleaning	1:20	6 oz.
Carbon exhaust/Cosmoline/Smoke trails	1:10	12 oz.
Car underbody and rust proofing	1:10	12 oz.
Oil well drills and other equipment	1:10	12 oz.
Hot and cold parts dip	1:10 to 1:20	6 to 12 oz.
Industrial equipment	1:20	6 oz.
Crop dusters, sprayers	1:10	12 oz.
Tractors and other farm implements	1:15	9 oz.

\* Use of Orange Tough 40 will dull floor seals, finishes and some types of protective coatings. Do not use to degrease concrete floors prior to application of New Generation 100 Epoxy Resurfacing System.

**SPECIFICATION DATA:**

Total Active Ingredients - 65-70%  
pH (Concentrate) - 9.0  
Specific Gravity - 0.960 @ 24°C/75°F  
Density - 7.99 lbs./gal. @ 24°C/75°F  
Flash Point (Cleveland Open Cup) - 145°F  
(Tag Closed Cup) - 124°F

Solvents - d-limonene

Viscosity - 25 cps

Stability:

- a. Shelf @ 24°C/75°F - One year min.
- b. Accelerated @ 49°C/120°F - 60 days min.
- c. Freeze/Thaw - Withstands a min. of 1 freeze/thaw cycle.

Miscibility - Forms emulsion in all proportions of hot and cold water; emulsifies water insoluble solvents and oils.

Rinsability -- Rinses completely with hot or cold water and leaves no film.

Biodegradable

Phosphate free

**PACKAGING:**

Orange Tough 40 is packaged in attractively lithographed, lined steel 55-gallon drums and 5-gallon pails; and gallons, four per case. Label copy is provided in English and Spanish. Secondary labels are also available.

**Be sure to read all Directions, Precautionary and First Aid Statements on product labels before use of this or any Spartan product. If questions remain, consult your employer or a physician. Material Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor or by visiting [www.spartanchemical.com](http://www.spartanchemical.com).**

**GUARANTEE:**

Spartan's modern manufacturing and laboratory control insure uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within one year of the date of manufacture.



# PSQ<sup>®</sup> 5

## One-Step<sup>4</sup> Disinfectant, Cleaner, Sanitizer, Virucide\*, Deodorizer



PSQ 5 is a concentrated, one-step<sup>4</sup> disinfectant<sup>1</sup> cleaner that is effective against a broad spectrum of bacteria and is virucidal\* including HIV-1, the AIDS Virus and Hepatitis B Virus and Hepatitis C Virus when used as directed. PSQ 5 deodorizes by killing microorganisms that cause offensive odors and leaves a fresh clean scent. PSQ 5 has convenient 5-minute hospital disinfection. PSQ 5 is formulated for use in daily maintenance programs with a balance of detergents, biocides and malodor counteractants that deliver effective cleaning, disinfecting and malodor control.

EPA Registration Number: 6836-363-5741

# PSQ<sup>®</sup> 5

## FEATURES

- Effective against odor causing bacteria
- Kills 99.9% Norovirus in just 5 minutes
- Kills the virus<sup>3,4</sup> that may cause COVID-19
- Provides non-food contact surface sanitization in just 90 seconds

## BENEFITS

- Cleans and disinfects in one easy step<sup>1,4</sup>
- Convenient 5-minute hospital disinfection
- Economical concentrate that can be diluted for use with a mop and bucket or trigger sprayer
- Deodorizes by killing microorganism that cause offensive odors

<sup>1</sup>When used according to the disinfection directions

<sup>3</sup>SARS-Related Coronavirus

<sup>4</sup>On hard, non-porous, non-food surfaces

## SPECIFICATION DATA

Dilution	2 oz/gal
pH	10.5 – 12.0
Color	Green
Fragrance	Pine Scent
Specific Gravity @ 24°C/75°F	1.01
Stability: Shelf @ 24°C/75°F	1 year minimum
Stability: Freeze/Thaw	3 cycles
EPA Registration Number	6836-363-5741

## ADDITIONAL RESOURCES

Scan the QR code to access this product's safety information and documentation.

## EFFICACY DATA

### 1 MINUTE CONTACT TIME

#### VIRUSES\*

\*SARS-Related Coronavirus 2

### 5 MINUTE CONTACT TIME

#### BACTERIA

*Pseudomonas aeruginosa*, *Salmonella enterica*, *Staphylococcus aureus*, *Acinetobacter baumannii*, *Klebsiella aerogenes*, *Enterobacter cloacae*  
NDM 1 - Carbapenem Resistant, *Enterococcus faecalis* - Vancomycin resistant (VRE), *Escherichia coli*, *Escherichia coli* O157:H7, *Escherichia coli* - Extended Spectrum Beta Lactamase producing, *Escherichia coli* NDM-1 - Carbapenem Resistant, *Klebsiella pneumoniae*, *Klebsiella pneumoniae* - Extended Spectrum Beta Lactamase producing, *Klebsiella pneumoniae* NDM 1 - Carbapenem Resistant, *Legionella pneumophila*, *Listeria monocytogenes*, *Staphylococcus aureus* - Community Associated Methicillin-Resistant, *Staphylococcus aureus* - Methicillin-Resistant, *Staphylococcus aureus* - Vancomycin Intermediate Resistant, *Staphylococcus aureus* - Vancomycin Resistant (VRE), *Streptococcus pyogenes*

#### VIRUSES

\*Adenovirus Type 5, \*Hepatitis B Virus, \*Hepatitis C Virus, \*Herpes Simplex Virus Type 1, \*Herpes Simplex Virus Type 2, \*HIV-1, \*Human Coronavirus, \*Influenza A Virus (H7N9), \*Influenza A Virus, \*Norwalk Virus - Norovirus, \*Respiratory Syncytial Virus, \*Rotavirus, Strain WA, \*SARS Associated Coronavirus, \*Vaccinia Virus

#### ANIMAL VIRUSES

Avian Influenza (H5N1), Feline Calcivirus

#### FUNGI

*Candida albicans*

### 10 MINUTE CONTACT TIME

#### FUNGI

*Trichophyton interdigitale*

## ORDERING INFORMATION



#103604 #103605 #103655

**SAFETY:** For institutional and industrial use only. Be sure to read all directions, precautionary and first aid statements on product labels before using this or any other Spartan product. If questions remain, consult your employer or a physician. Safety Data Sheets for all Spartan products are available from your authorized Spartan distributor and at [www.spartanchemical.com](http://www.spartanchemical.com). Workplace labels are available in English, Spanish, and French.

**GUARANTEE:** Spartan's modern manufacturing and laboratory control ensures uniform quality. If dissatisfied with performance of product, any unused portion may be returned for credit within 12 months of the date of manufacture.

[www.spartanchemical.com](http://www.spartanchemical.com) • 1-800-537-8990 • 1110 Spartan Drive, Maumee, OH 43537

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