



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

State of West Virginia
Master Agreement

Order Date: 2018-04-27

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 SWC0000000056	Procurement Folder: 441449
Document Name: Statewide Housekeeping Supplies	Reason for Modification:
Document Description: Open-End Contract	
Procurement Type: Central Master Agreement	
Buyer Name: April E Battle	
Telephone: (304) 558-0067	
Email: april.e.battle@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2018-05-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-04-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000206075 LIBERTY DISTRIBUTORS INC PO BOX 498 TRIADELPHIA WV 26059 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Tara Lyle Requestor Phone: (304) 558-2544 Requestor Email: tara.l.yyle@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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ack 4/27/18

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara Lyle</i> DATE: <i>MAY 07 2018</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>5/10/18</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Toler</i> DATE: <i>MAY 10 2018</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor, Liberty Distributors Inc., agrees to enter with the State of West Virginia into an open-end contract for the purchase of housekeeping supplies per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's Bid dated 04/24/18 incorporated herein by reference and made a part hereof.

NOTE: Catalog pricing is at single discount percentage of 28%.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	47131801			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Statewide Housekeeping Supplies

Extended Description:

Housekeeping Supplies for Various State Agencies and Political Subdivisions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on **Initial Contract Term:** This Contract becomes effective on **May 1, 2018** _____ and extends for a period of one (1) _____ year(s).

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 a 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$250,000.00 per occurrence

Automobile Liability Insurance in at least an amount of: \$250,000.00 per occurrence

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 with regard to 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. 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.

43. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

MARK Peluchette, President Liberty Distributors
(Name, Title)

MARK Peluchette, President
(Printed Name and Title)

6015 NATIONAL ROAD TRIADDELPHIA, WV 26059
(Address)

Ⓟ 800-828-9920 Ⓣ 304-547-0490
(Phone Number) / (Fax Number)

markp@libertydistributors.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Liberty Distributors, INC.
(Company)


(Authorized Signature) (Representative Name, Title)

MARK Peluchette, President
(Printed Name and Title of Authorized Representative)

4-20-18
(Date)

Ⓟ 800-828-9920 Ⓣ 304-547-0490
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
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Statewide Housekeeping Supplies

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish a contract to supply mops, buckets, brooms and household cleaners for all West Virginia State Agencies and Political Subdivisions. It is the intention to award one contract. However, it may be split, if it is judged to be in the best interest of the State of West Virginia.

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 **"Agency" or "Agencies"** means any public entity seeking to procure Eligible Items under this contract.

 - 2.2 **"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 Vendor and is calculated as desired in section 4.3.2.

 - 2.3 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under the Contract.

 - 2.4 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of scouring pads priced at \$4.00 per box has a catalog price of \$4.00. A case of scouring pad boxes priced at \$40.00 has a catalog price of \$40.00).

 - 2.5 **"Contract"** means the binding agreement that is entered into between the Purchasing Division, on behalf of the State, and the Vendor to provide Eligible Items as specified herein.

 - 2.6 **"Contract Item" or "Contract Items"** means the list of items defined in Section 3 below and on the Pricing Pages.

 - 2.7 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items.

 - 2.8 **"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.

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- 2.9 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discount Unit Price will only be used for evaluation purposes.
- 2.10 **"Eligible Items"** means any household cleaners, mops, buckets, brooms and any housekeeping supplies that Vendor can and will provide through its Catalog under this Contract.
- 2.11 **"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.
- 2.12 **"Ounces of Water (recommended in dilution formula)"** means the number of ounces of water that the manufacturer recommends combining with concentrated in its most diluted, but still effective, formula.
- 2.13 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in the Excel Spreadsheet attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.14 **"Purchasing Division"** means the West Virginia Department of Administration Purchasing Division.
- 2.15 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as SWC1800000015.
- 2.16 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.17 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
- 2.18 **"Total Bid Cost"** means the sum of the Item Total Cost column in the Pricing Pages shown below the Item Total Cost and identified as the Total Bid Cost.
- 2.19 **"Unit"** means the amount of an Eligible Item identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.20 **"Unit Price"** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.21 **"Unit Price (Adjusted for Concentrated Product)"** means the Unit Price multiplied by the Adjustment to Price to Account for Concentrated Product.

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- 2.22 "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 20 scouring pads advertised in Vendor's catalog for \$4.00 has a Units provided for Catalog Price of 20. A case of scouring pads advertised in the Vendor's catalog for \$40.00, each containing 12 boxes with 20 scouring pads per box, yields a Unit Provided for Catalog Price of 240).
- 2.23 "Vendor" or "Vendors"** means the successful bidder(s).

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1** Eligible items must be listed in a current catalog(s) that contains a product line broad enough to meet requirements of this RFQ in meeting the needs of the State of West Virginia.
- 3.1.2** Eligible Items must be sold to Agency factoring in the percentage discount listed on the SWC1800000015 Pricing Pages.
- 3.1.3** Vendors 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.
- 3.1.4** Eligible Items 74, 75, 76, 77 & 78 on the Pricing Pages identified as fine and medium synthetic floor brushes must:
- 3.1.4.1** be designed for sweeping of smooth floor surfaces,
- 3.1.4.2** have a block made of lacquer finished hardwood, close grain species,
- 3.1.4.3** have two handle holes equal distance from each end at approximately 45 degree angle, tapered with 3/8" #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,

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3.1.4.5 be supplied without handles.

3.1.5 Eligible Items 81 & 82 on the Pricing Pages 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 handle holes equal distance from each end at approximately 35 degree angle, tapered with $\frac{3}{4}$ " #5 acme thread,

3.1.5.4 have Bristle trim length of + or - $\frac{1}{4}$ ",

3.1.5.5 must be Polymer solvent resistant synthetic fiber with a diameter of .03" and length of 3 $\frac{1}{4}$ " bassine fiber,

3.1.5.6 be stiff high quality fiber and have a length of 4",

3.1.5.7 be supplied without handles.

3.1.6 Eligible Items 83 & 84 on the Pricing Pages identified as rough floor brushes.

3.1.6.1 be designed for the sweeping of rough floor surfaces,

3.1.6.2 have a block made of lacquer finished hardwood, close grain species, with minimum dimension of 1 $\frac{1}{8}$ " thick, 3 $\frac{1}{12}$ " wide x length given to each item,

3.1.6.3 have two handle holes equal distance from each end at approximately 45 degree angle,

3.1.6.4 shall have a fiber length of +/- 1.4",

3.1.6.5 must be Copolymer solvent resistant synthetic fiber with 5 $\frac{1}{8}$ " in length,

3.1.6.6 African Sherbo bassine fiber shall be 6 $\frac{1}{4}$ " in length,

3.1.6.7 be supplied without handles.

3.1.7 Eligible Items 86, 87 & 88 on Pricing Pages identified as cut-end wet mop heads;

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3.1.7.1 must be four-ply, cut-end natural yarn, absorbent cotton and with heavy duty vinyl mesh headbands,

3.1.7.2 must be premium standard head.

3.1.8 Eligible Items 89, 90 & 91 on Pricing Pages identified as cut-end wet mop heads;

3.1.8.1 must be four-ply, cut-end natural yarn, absorbent rayon heavy duty vinyl mesh headbands.

3.1.8.2 must be premium standard mesh.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor the provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 **Discount Percentage:** Vendor shall attach a current catalog/price list to their bid. Vendor shall quote a **Single Discount Percentage** (please list a Single Discount Percentage on Page 13 of the pricing page) 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 take into account 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 Price for items purchased under this contract.

4.3 **Pricing Pages:** Vendor's are strongly encouraged to complete Pricing Pages electronically in the Excel spreadsheet. Vendor's can request an electronic copy for bid purposes by sending an email request to the following e-mail address:

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april.e.battle@wv.gov. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below:

4.3.1 Information Requested. Vendor should complete the Pricing Pages 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 of each Eligible Item, Ounces of Product (recommended in dilution formula), Ounces of Water (recommended in dilution formula), Adjustment to Price to Account for 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 columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

4.3.2 Pricing Page Calculations. The pricing pages require Vendor to insert its Ounces of Product, Ounces of Water, Catalog Price, Units Provided for Catalog Price, and 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 Total Bid Cost.

a. **Adjustment to Price to Account for Concentrated Product –** The Adjustment to Price to Account for 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 manufacture of the dilution ratios used in this column.

Example: 1 oz. of product diluted with a 4 oz. of water would lead to 1 oz. of product divided by 5 total oz. and an Adjustment to Price to Account for Concentrated Product of 20%.

b. **Unit Price Calculation –** The Unit Price is calculated by dividing the Catalog Price by the Units Provided for Catalog Price.

Example: \$10 per box divided by 10 scouring pads per box equals a Unit Price of \$1.

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- c. **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 \$0.20.

- d. **Discounted Unit Price** – The Discounted Unit Price is calculated by applying the appropriate Discount Percentage to the Unit Price.

Example: \$1 Unit Price reduced by 10% Discount Percentage equals a \$0.90 Discounted Unit Price.

- e. **Item Total Cost** – The Item Total Cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.

Example: An estimated unit quantity of 10,000 scouring pads multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.

- f. **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 and \$1,000 would equal to a Total Bid Cost of \$10,000 (assuming that the Pricing Pages contained only two items).

4.3.3 Estimated Quantities Only. 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.

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 Pricing Pages electronically in the Excel spreadsheet. Doing so will reduce the number of, and the possibility for, calculation errors and to prevent errors in the evaluation.

4.3.5 Electronic Version. The Purchasing Division's electronic version of the Pricing Pages contain the formulas for calculating the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. Those items will be automatically populated by the Excel program

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when the Vendor inserts its Catalog Price, Units Provided for Catalog Price, and Discount Percentage. Utilizing the Excel spreadsheet will greatly reduce the number of calculations that Vendor will have to make and the possibilities for error. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

The State requires a **SINGLE PERCENTAGE DISCOUNT** from the price list/eligible items, but will consider bids containing different percentage discounts for different brands, list or any eligible items. ALL items on the pricing page must be from the same catalog. Vendors may submit alternate bids using an additional catalog but all items on that pricing page must also be from the same catalog.

5. CATALOGS:

- 5.1 Submission.** Vendor must submit two (2) dated copies of its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Eligible Items under this contract.

Vendors must identify all items on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. Vendor must provide the Catalog containing identified items with its bid. Notwithstanding the foregoing, the Purchasing Division reserves the right to request that Vendor correct identification errors or omissions in the identification of items in the Catalog. Vendor's failure to identify all items may result in Vendor's bid being disqualified. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price 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 Vendor to update its Catalog at each renewal date. Determination of whether or not 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, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the

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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. Also, the discount from the list shall remain the same during the entire contract period, including the renewals.

If the Purchasing Division extends the offer to renew and the new catalogs have significant price increases, Purchasing may decline and rebid the commodity.

In the event that multiple vendors are awarded a contract under the RFQ, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor is lower in ordering priority without the consent of the priority vendor.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders by 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 RFQ. 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

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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 ten (2) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. All deliveries must be made during normal working hours for the delivery locations. All shipment of products requiring a material safety data sheet (MSDS) shall include an MSDS with the product.

7.2 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:

- a.) cancellation of the delayed order, and/or
- b.) 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.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery changes 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 \$200.00. For orders less than \$200.00, 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 \$200.00 limit from a local source under the authority delegated from the Purchasing Division without violating the terms of this Contract, provided that such purchases do not exceed Purchasing Division's spending and bidding limits.

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- 7.4 Quality Assurance:** Verification of product quality is the responsibility of the Vendor. Upon request, Vendor shall provide the State with test data, certifications, or samples of any Eligible Item. Vendor is responsible for all costs associated with submitting these items. Vendor shall ensure that any request under this provision is fulfilled within five (5) days unless the State agrees otherwise in writing.
- 7.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) 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 to 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 a full credit or refund for the purchase price, at the Agency's discretion.
- 7.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 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 Contract Items in accordance with 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.

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- 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 Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Item being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 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.
- Reports will be sent to: april.e.battle@wv.gov
- 9.4 Mandatory Requirements:** The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify as a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
- 9.5 Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions 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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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- 9.6 **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. All price changes shall be in accordance to Items _____.
- 9.7 **Pricing Pages:** If you do not have enough space on the pricing pages, please attached another sheet stating the product description, manufacturer number and size. Please note: the cost you intend to bid on the specification or alternate must be provided on the pricing sheet.
- 9.8 **Alternates or Equal Items:** If an alternate or equal item is provided instead of the brand name, the alternate or equal must meet or exceed the specifications for the brand name item.
- 9.9 **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: MARK Peluchette

Telephone Number: 800-828-9920 EXT. 113

Fax Number: 304-547-0490

Email Address: MARKP@libertydistributors.com

EXHIBIT A

SWC18*15 Pricing Pages

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	Discounted Unit Price Calculation					Bid Total Calculation	
								Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Discounted Unit Price
1	Cleaner, General, Ammonia Liquid Household-type product with a 6% minimum concentration of NH3.	1 gallon	Majestic	KIK				\$ 17.2000	512	\$ 0.034	\$ 0.0336	\$ 0.0242	1 ct.	\$ 0.0242
2	Liquid Bleach Household-type product with minimum concentration of 5.25% sodium hypochlorite.	1 gallon	Majestic	AUSTINS	1.50	128.00		\$ 21.4000	768	\$ 0.028	\$ 0.0279	\$ 0.0201	1 ct.	\$ 0.0201
3	Bleach-free liquid, commercial grade, Pro-quaternary, all-purpose disinfectant cleaner, no-fumes formula	1 gallon	Clorox/Quat 144 Ammonium Sanitizer	FREEDOM QMOP	2.00	128.00		\$ 48.0500	512	\$ 0.094	\$ 0.0938	\$ 0.0676	1 ct.	\$ 0.0676
4	All Purpose Cleaner/Degreaser	1 gallon	Windex Warrior/Canberra Hasky 913 Kitchen Degreaser	SPARTAN SD20	2.00	128.00		\$ 40.0000	512	\$ 0.078	\$ 0.0781	\$ 0.0563	1 ct.	\$ 0.0563
5	Multi-Purpose Cleaner, liquid, odor eliminator and disinfectant, 32 oz spray bottle.	1 - 32oz	OdoBan/Spartan NABC	FREEDOM HAWBL				\$ 35.0000	384	\$ 0.091	\$ 0.0911	\$ 0.0656	1 ct.	\$ 0.0656
6	Cleaner, liquid, use where soft to medium water hardness, alkaline.	1 - 32oz	Oasis 272	SPARTAN FAST & EASY				\$ 35.0000	384	\$ 0.091	\$ 0.0911	\$ 0.0656	1 ct.	\$ 0.0656
7	Cleaner, wipes, disinfecting.	1 - (75 ct)	Clorox	MONK 69800				\$ 72.0000	1600	\$ 0.045	\$ 0.0450	\$ 0.0324	1 ct.	\$ 0.0324
8	Stainless Polish Towels, premoistened for polishing metal surfaces.	1 - (70 ct)	Supper	CLAIRE 993				\$ 87.0000	240	\$ 0.363	\$ 0.3625	\$ 0.2610	1 ct.	\$ 0.2610
9	Floor Cleaner, damp mop, neutral disinfectant, germ killing properties	1 gallon	Spartan Chemical DMQ	FREEDOM QMOP	2.00	128.00		\$ 48.0500	512	\$ 0.094	\$ 0.0938	\$ 0.0676	1 ct.	\$ 0.0676
10	Floor cleaner, neutral PH, concentrate, cleaning ability equal to 409 or Fantastic.	1 gallon	Windex ValueShare	FREEDOM MOPNGO	2.00	128.00		\$ 36.9000	512	\$ 0.072	\$ 0.0721	\$ 0.0519	1 ct.	\$ 0.0519
11	Floor finish, wax, water based, non-yellowing, slip-resistant surface, superior gloss.	5 gal	Buckeye	FREEDOM PRO-180				\$ 75.0000	640	\$ 0.117	\$ 0.1172	\$ 0.0844	1 ct.	\$ 0.0844
12	Baseboard Stripper, does not contain ammonia	1 - 20oz	SFR	RTAN BASEBOARD STRIPPER				\$ 47.0000	240	\$ 0.196	\$ 0.1958	\$ 0.1410	1 ct.	\$ 0.1410
13	Pre-measured floor cleaner - neutral PH.	1 - (90 ct)	Dracott Easy Pack	VERSEY NEUTRAL 990653				\$ 115.2900	180	\$ 0.641	\$ 0.6405	\$ 0.4612	1 ct.	\$ 0.4612

LIBERTY DISTRIBUTORS, INC.
6015 NATIONAL ROAD, PO BOX 498
TRIADDELPHIA, WV 26059-0498
(F) 304-547-0414 (F) 304-547-0490

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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	2.00	128.00		\$ 174.6000	324	\$ 0.539	\$ 0.5389	\$ 0.3880	1 oz.	\$ 0.3880
15	General liquid plus off with hospital grade disinfectant. Provide EPA Registration Number:	1 gallon	Canberra Husky Pine	SPARTAN PSQ II	2.00	128.00		\$ 62.4500	512	\$ 0.122	\$ 0.1220	\$ 0.0878	1 oz.	\$ 0.0878
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	42.00	128.00		\$ 32.0000	512	\$ 0.063	\$ 0.0625	\$ 0.0450	1 oz.	\$ 0.0450
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	SPARTAN CONCENTRATE	6.00	128.00		\$ 46.5000	512	\$ 0.091	\$ 0.0908	\$ 0.0654	1 oz.	\$ 0.0654
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	HURACAN 40				\$ 56.1600	40	\$ 1.404	\$ 1.4040	\$ 1.0109	1 lb.	\$ 1.0109
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 this soap enhances the appearance of natural wood surfaces. (Equal to Murphy Oil Soap)	1 - 32 oz	Murphy's Oil Soap Spray	MURPHY'S OIL 1183				\$ 68.9400	288	\$ 0.239	\$ 0.2394	\$ 0.1724	1 lb.	\$ 0.1724
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 Kit	CLAIRE 232				\$ 48.6000	204	\$ 0.238	\$ 0.2382	\$ 0.1715	1 oz.	\$ 0.1715
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	CLAIRE 232				\$ 48.6000	204	\$ 0.238	\$ 0.2382	\$ 0.1715	1 oz.	\$ 0.1715

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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 aureus, pseudomonas aerugin tuberculosis and microcococcus. Provide EPA Registration #	1 - 20oz aerosol	Windex STAT	CLAIRE 238				\$ 56.0000	186	\$ 0.301	\$ 0.3011	\$ 0.2168	1 oz.	\$ 0.2168
23	22 ounce Windex (or equal) spray bottle	1 - 22oz	Windex	SPARTAN 3261				\$ 38.2000	384	\$ 0.099	\$ 0.0995	\$ 0.0716	1 oz.	\$ 0.0716
24	Window squeegee 12" with 4" brass handle.	1		UNG-65300				\$ 25.1500	1	\$ 25.150	\$ 25.1500	\$ 18.1080	1	\$ 18.1080
24A	Floor squeegee 24" straight without handle.	1		ODELL 50F24PW				\$ 19.0000	1	\$ 19.000	\$ 19.0000	\$ 13.6800	1	\$ 13.6800
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. Provide % Active Ingredients:	1 - 12 oz aerosol	Mr. Muscle	CLAIRE 239				\$ 46.0000	216	\$ 0.213	\$ 0.2130	\$ 0.1533	1 oz.	\$ 0.1533
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				\$ 54.0000	512	\$ 0.106	\$ 0.1055	\$ 0.0759	1 oz.	\$ 0.0759
27	Non-Acid Bowl Cleaner (Spartan NABC or equal); must be safe and effective acid free bathroom cleaner, disinfectant, deodorant, mildew stat, virucide; fungicide)	1 x 32oz	Canberra Baseline Non Acid Bowl Cleaner	FREEDOM NABOWL				\$ 35.0000	384	\$ 0.091	\$ 0.0911	\$ 0.0656	1 oz.	\$ 0.0656
28	General purpose foam pad cleaner.	1 pack (6 ct)	Mr. Clean Magic Erasers	3M EASY ERASE				\$ 26.0000	16	\$ 1.625	\$ 1.6250	\$ 1.1700	1 pad	\$ 1.1700
29	Scouring pad, nylon with sponge; kitchen cleaning aid	each	Microtron #74	AMERICO 745				\$ 48.0000	40	\$ 1.200	\$ 1.2000	\$ 0.8640	1 pad	\$ 0.8640
30	Kitchen Scouring Pad Nylon 6"x6"	1 - (60 ct)	Microtron	AMERICO 510114				\$ 41.6000	60	\$ 0.693	\$ 0.6933	\$ 0.4992	1 pad	\$ 0.4992
31	Kitchen Scouring Pad Non-Detergent Stainless Steel; (Dico D104A or equal)	1 - (72 ct)	Continental	AMERICO 554756				\$ 69.0000	72	\$ 1.292	\$ 1.2917	\$ 0.9300	1 pad	\$ 0.9300

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32	Detergent Kitchen Scouring Pad/detergent (Brillo hotel or equal) Must be constructed of abrasible material and is to be used as an abrasive pad for the removal of difficult soils or greases 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 Hotel Size Soap pad	BRILLO PUXW240000				\$ 85.3100	120	\$ 0.711	\$ 0.7109	\$ 0.5119	1 pad	\$ 0.5119
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 - 22oz can	Ajax	BABO				\$ 34.0000	504	\$ 0.067	\$ 0.0675	\$ 0.0486	1 oz.	\$ 0.0486
34	Kitchen Grill Block Scraper (DISCO GB-12 or equal)	1 block - (12 per box)	Centharhal	SA-6380369				\$ 38.5000	12	\$ 3.208	\$ 3.2083	\$ 2.3100	1 scraper	\$ 2.3100

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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 the product.	1-32oz	Canberra Baseline Bowl Cleaner	SPARTAN M95				\$ 32.9500	384	\$ 0.083	\$ 0.0832	\$ 0.0590	1 oz.	\$ 0.0599
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 the 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	SPARTAN GERMICIDAL				\$ 34.0000	384	\$ 0.089	\$ 0.0885	\$ 0.0638	1 oz.	\$ 0.0638
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 septic tank systems. 100% biodegradable	1-32oz	Cello Flameless Drain Opener	SPARTAN BLOC AID				\$ 43.7500	384	\$ 0.114	\$ 0.1139	\$ 0.0820	1 oz.	\$ 0.0820
38	Drain Opener Caustic Cleaner Must be a finely ground aluminum chip or flake formulation (minimum of 2% 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.	1-16 oz can	Drano	ZEP				\$ 20.0500	18	\$ 1.114	\$ 1.1139	\$ 0.8020	1 oz.	\$ 0.8020
39	409 Spray and Wipe Cleaner (or equal)	1-32 oz	Winans Spray N Wipe	SPARTAN FAST & EASY				\$ 35.0000	384	\$ 0.091	\$ 0.0911	\$ 0.0656	1 oz.	\$ 0.0656
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	FREEDOM MABOWL				\$ 44.5000	512	\$ 0.087	\$ 0.0869	\$ 0.0626	1 oz.	\$ 0.0626
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	Champton SprayPak Foaming Germicidal	SPARTAN TNT				\$ 52.7500	240	\$ 0.220	\$ 0.2198	\$ 0.1589	1 oz.	\$ 0.1589
42	Disinfectant Heavy Duty Bathroom Cleaner, Liquid Concentrate. 24 oz. spray can.	1-24 oz aerosol	Professional Lysol	SPARTAN CDC-10				\$ 48.5500	384	\$ 0.126	\$ 0.1264	\$ 0.0910	1 oz.	\$ 0.0910

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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	Telco	IMPACT 5022WG				\$ 0.8000	1	\$ 0.800	\$ 0.8000	\$ 0.5760	1 ct.	\$ 0.5760	\$
44	Trigger Sprayer for 22 oz. Bottle	1 ct. Trigger	Telco	IMPACT 4800				\$ 0.8200	1	\$ 0.820	\$ 0.8200	\$ 0.5904	1 ct.	\$ 0.5904	\$
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 spray bottle	Telco	IMPACT 5032WG				\$ 0.8200	1	\$ 0.820	\$ 0.8200	\$ 0.5904	1 ct.	\$ 0.5904	\$
46	Trigger Sprayer for 32 oz. Bottle	1 ct. Trigger	Telco	IMPACT 4900				\$ 0.8400	1	\$ 0.840	\$ 0.8400	\$ 0.6048	1 ct.	\$ 0.6048	\$
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 Solarina	CLAIRE CS227				\$ 40.0000	168	\$ 0.238	\$ 0.2381	\$ 0.3734	1 ct.	\$ 0.1734	\$
48	Urinal Blocks, non Para - must eliminate odors at their source;	1 - 3oz	Fresh	IMPACT 9428				\$ 27.1500	29	\$ 1.358	\$ 1.3575	\$ 0.9774	1 ct.	\$ 0.9774	\$
49	Toilet Bowl Blocks, non Para - must eliminate odors at their source	1 pc. (12/block)	Fresh	SPARTAN 8002				\$ 29.6500	12	\$ 2.471	\$ 2.4708	\$ 1.7790	1 block	\$ 1.7790	\$
50	Urinal Screen (non-para bowl block) Flexible Screen	1 pc. (12/block)	Krytal/FRS 12-SANI	SPARTAN 8001				\$ 37.7000	12	\$ 3.142	\$ 3.1417	\$ 2.2620	1 screen	\$ 2.2620	\$
51	Simple Orange Product must be heavy duty, non-butyl, orange citrus degreaser that removes grease, grime, and tough stains; concentrated product; environmentally friendly; biodegradable, non toxic, non flammable, non-corrosive, non-abrasive	1 gallon	Simple Orange	ARTAN ORANGE TOUGH	2.00	128.00		\$ 175.0000	512	\$ 0.342	\$ 0.3418	\$ 0.2461	1 ct.	\$ 0.2461	\$
52	Cleaner, liquid spray, eliminates goopy, sticky, gummy, greasy problems, 32 oz spray.	1 - 32oz.	Go Gone	ARTAN ORANGE TOUGH 15				\$ 47.2500	384	\$ 0.123	\$ 0.1230	\$ 0.0886	1 ct.	\$ 0.0886	\$
53	Stain Free, non ammoniated, emulsifier floor stripper, equal to Cello mop and strip	Gal	Carberra Baseline	FREEDOM NA STRIP	32.00	128.00		\$ 54.0000	640	\$ 0.084	\$ 0.0844	\$ 0.0608	1 ct.	\$ 0.0608	\$

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54	Syic and Span (or equal) Disinfecting all-purpose spray and glass cleaner	1-32oz	Syic n Span All purpose Spray & Glass Cleaner	FEEDOM LEMONALL				\$ 79.6300	384	\$ 0.207	\$ 0.2074	\$ 0.1493	1 oz.	\$ 0.1493
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	CARLISLE 342840				\$ 55.0000	1	\$ 55.000	\$ 55.0000	\$ 39.6000	1 pc.	\$ 39.6000
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 #6143	RUBBERMAID 6145				\$ 138.0000	1	\$ 138.000	\$ 138.0000	\$ 99.3600	1 pc.	\$ 99.3600
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	CARLISLE 342927				\$ 45.0000	1	\$ 45.000	\$ 45.0000	\$ 32.4000	1 pc.	\$ 32.4000
58	Round garbage containers with covers: Heavy Duty, institutional quality, seamless construction. Boll 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	CARLISLE 341092				\$ 59.7500	1	\$ 59.750	\$ 59.7500	\$ 43.0200	1 pc.	\$ 43.0200
59	Round garbage containers' covers (for 32 gallon): Heavy Duty, institutional quality, seamless construction. Boll proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2632/2631	CARLISLE 341033				\$ 18.0000	1	\$ 18.000	\$ 18.0000	\$ 12.9600	1 pc.	\$ 12.9600
60	Round Garbage containers with covers; heavy duty; institutional quality; seamless construction. Boll proof and steam cleanable (235 degrees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly. (55 gallon)	each	Rubbermaid 2655/2654	CARLISLE 341055				\$ 100.0000	1	\$ 100.000	\$ 100.0000	\$ 72.0000	1 pc.	\$ 72.0000
61	Round garbage containers' covers (for 55 gallon): Heavy Duty, institutional quality, seamless construction. Boll proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2655/2654	CARLISLE 341056				\$ 37.0000	1	\$ 37.000	\$ 37.0000	\$ 26.6400	1 pc.	\$ 26.6400
62	Conversion dolly with casters for above	each	Rubbermaid #2640	CARLISLE 36931				\$ 69.0000	1	\$ 69.000	\$ 69.0000	\$ 49.6800	1 pc.	\$ 49.6800

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63	Square big wheel container; general refuse container with swing back top. Unit designed with large wheels for movement of container over curbs and steps.	each	Rubbermaid #83558	CARUSLE 345050				\$ 166.0000	1	\$ 166.000	\$ 166.0000	\$ 119.5200	1 pc.	\$ 119.5200	\$
64	Water pail; hot dipped in molten zinc after forming; raised bottom, plain galvanized wire gail, heavy stamp riveted or wire awr. (10 quart)	each	Impact	IMPACT 410				\$ 26.1000	1	\$ 26.100	\$ 26.1000	\$ 18.7920	1 pc.	\$ 18.7920	\$
65	Water Pail; heavy duty plastic with rounded edges and a heavy wire bail. (10 quart)	each	Rubbermaid #2963	IMPACT 5510				\$ 12.0000	1	\$ 12.000	\$ 12.0000	\$ 8.6400	1 pc.	\$ 8.6400	\$
66	Water Pail; heavy duty plastic with rounded edges and heavy wire bail. (14 quart)	each	Rubbermaid #2614	IMPACT 5514				\$ 15.6500	1	\$ 15.650	\$ 15.6500	\$ 11.2680	1 pc.	\$ 11.2680	\$
67	Waste receptacles, self-closing counter balance door closures. Round top style; durable construction for indoor or outdoor use. Factory mutual approved for fire safety. (18 gallon)	each	Continental	CARUSLE 346122/343123				\$ 61.0000	1	\$ 61.000	\$ 61.0000	\$ 43.9200	1 pc.	\$ 43.9200	\$
68	Buffing pad for burnishing with 1500 RPM up 3000 RPM.	1 - 20" pc.	Americo	AMERICO 401220				\$ 27.0000	5	\$ 5.400	\$ 5.4000	\$ 3.8880	1 pc.	\$ 3.8880	\$
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	Macino #BF213SF14	CARUSLE 36995				\$ 14.0000	1	\$ 14.000	\$ 14.0000	\$ 10.0800	1 pc.	\$ 10.0800	\$
70	Brush, floor, fine and medium, 20" synthetic fiber	each	Weller #77013	ODELL FC186				\$ 11.7500	1	\$ 11.750	\$ 11.7500	\$ 8.4600	1 pc.	\$ 8.4600	\$
71	Brush, floor, fine and medium, 24" synthetic fiber	each	Weller #77014	ODELL FC246				\$ 15.5000	1	\$ 15.500	\$ 15.5000	\$ 11.1600	1 pc.	\$ 11.1600	\$

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72	Brush, floor, fine and medium, 36" synthetic fiber	each	Merino #BR2195F36	ODELL FC36S				\$ 34.2500	1	\$ 34.250	\$ 34.2500	\$ 24.6600	1 pc.	\$ 24.6600
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 screw thread to fit the fine and medium brushes.	each	Wetler #75513	ODELL 0160				\$ 7.8500	1	\$ 7.850	\$ 7.8500	\$ 5.6520	1 pc.	\$ 5.6520
74	Bi-level rotating Joint Scrub Brush for floor with Crimped Polypropylene that rotates 360 degrees with threaded handles. Rubbermaid 6337	each		ODELL D35B				\$ 12.9500	1	\$ 12.950	\$ 12.9500	\$ 9.3240	1 pc.	\$ 9.3240

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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)	Discounted Unit Price				
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" baseina	each	Flatt #70200	CARLISLE 3E395				\$ 34.0000	1	\$ 34.0000	\$ 14.0000	\$ 10.0800	1 pc.	\$ 10.0800				
76	Brushy floor, medium and rough, 24" baseina	each	Flatt #77033	ODELL BP24				\$ 15.3500	1	\$ 15.3500	\$ 15.8500	\$ 11.0520	1 pc.	\$ 11.0520				
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	Weller #42032	ODELL 5810006				\$ 14.6000	1	\$ 14.6000	\$ 14.6000	\$ 10.5120	1 pc.	\$ 10.5120				
78	Brush, floor, rough, 16" synthetic fiber	each	Flatt #70211	ODELL SBP10006				\$ 15.0500	1	\$ 15.0500	\$ 15.0500	\$ 10.8860	1 pc.	\$ 10.8860				
79	Handle for rough sweeping must be constructed of close grain species of hardwood with a smooth laquer 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	ODELL 0854				\$ 5.3000	1	\$ 5.3000	\$ 5.9000	\$ 3.8160	1 pc.	\$ 3.8160				
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	ODELL 5316F				\$ 5.2000	1	\$ 5.2000	\$ 5.2000	\$ 3.7440	1 pc.	\$ 3.7440				
81	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220C	ODELL 5320F				\$ 5.7500	1	\$ 5.7500	\$ 5.7500	\$ 4.1400	1 pc.	\$ 4.1400				
82	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224C	ODELL 5324F				\$ 6.3500	1	\$ 6.3500	\$ 6.3500	\$ 4.5720	1 pc.	\$ 4.5720				

SWC18*15 Pricing Pages

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	Discounted Unit Price Calculation				Bid Total Calculation		
								Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Discounted Unit Price
Premium standard mop specifications: Please refer to General Requirements on page 5 of the Specifications														
83	Standard mop with 18 ounce capacity	1 - 18oz	UNS 216R	ODELL 2316F				\$ 6.5000	1	\$ 6.500	\$ 6.5000	\$ 4.6800	1 pc.	\$ 4.6800
84	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220R	ODELL 2320F				\$ 7.4500	1	\$ 7.450	\$ 7.4500	\$ 5.3640	1 pc.	\$ 5.3640
85	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224R	ODELL 2324F				\$ 9.0000	1	\$ 9.000	\$ 9.0000	\$ 6.4800	1 pc.	\$ 6.4800
86	Super loop head; 5 inch vinyl mesh 12/CS - small	1 - 5" (small)		ODELL 400S				\$ 7.6000	1	\$ 7.600	\$ 7.6000	\$ 5.4720	1 mesh	\$ 5.4720
87	Super loop head; 5 inch vinyl mesh 12/CS - medium	1 - 5" (medium)		ODELL 400M				\$ 11.1000	1	\$ 11.100	\$ 11.1000	\$ 7.9920	1 mesh	\$ 7.9920
88	Dust mop heads; size 18 X 6 1/2; blue color slot top clip on closer	1 - (18X6 1/2)		ODELL CL18SB				\$ 12.5000	1	\$ 12.500	\$ 12.5000	\$ 9.0000	1 pc.	\$ 9.0000
89	Toilet bowl Mop - made of plastic handles and a non-absorbent acrylic head.	each		ODELL DBW				\$ 1.3500	1	\$ 1.350	\$ 1.3500	\$ 0.9720	1 pc.	\$ 0.9720
90	Looped end mop heads with wide bands at the top, 14oz to 16oz - medium	1 - pc. (medium)		ODELL 400M				\$ 11.1000	1	\$ 11.100	\$ 11.1000	\$ 7.9920	1 pc.	\$ 7.9920
91	Looped end mop heads with wide bands at the top, 22oz to 24oz - large	1 - pc. (large)		ODELL 400L				\$ 12.3000	1	\$ 12.300	\$ 12.3000	\$ 8.8560	1 pc.	\$ 8.8560
92	Wet mop handles fiberglass small and large. Side release gate for fast and easy mop change.	each		ODELL 8P-60				\$ 16.8000	1	\$ 16.800	\$ 16.8000	\$ 12.0960	1 pc.	\$ 12.0960
93	Dust mop heads; 4-ply cotton blend with looped ends. 24" x 5"	1 - (24"X5")		ODELL HL2458SP				\$ 16.8000	1	\$ 16.800	\$ 16.8000	\$ 12.0960	1 pc.	\$ 12.0960
94	Dust mop frame and handle swivel and snap. 24" x 5"	1 - (24"X5")		ODELL 245/H600				\$ 18.1000	1	\$ 18.100	\$ 18.1000	\$ 13.0320	1 pc.	\$ 13.0320
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 ISHINE				\$ 102.7500	640	\$ 0.161	\$ 0.1605	\$ 0.1156	1 oz.	\$ 0.1156
	Mop Buckets													
96	35 Oz. Yellow with a down press wringer.	each		ODELL MBW35Y-DP				\$ 95.8500	1	\$ 95.850	\$ 95.8500	\$ 69.0120	1 pc.	\$ 69.0120

SWC18*15 Pricing Pages

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 Sza/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	
															TOTAL BID COST		\$

SWC18*15 Pricing Pages

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	
NOTE: ITEMS THAT ARE INTENDED FOR DILUTED USE MUST INCLUDE MANUFACTURER'S INFORMATION ON DILUTION RATIO.																	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	CONTACT NAME: Deanne Roy
	PHONE (A/C, No, Ext): 304-238-5570
INSURED Liberty Distributors Inc. P O Box 498 Triadelphia, WV 26059	FAX (A/C, No):
	E-MAIL ADDRESS: deanne.roy@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : State Auto Property & Casualty
	INSURER B : Travelers Casualty & Surety Co. of Amer
	INSURER C :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PBP2812937	11/24/2017	11/24/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP2464734	11/24/2017	11/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	PBP2812937	11/24/2017	11/24/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2253683 includes WV Broad Form	11/24/2017	11/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment			PBP2812937	11/24/2017	11/24/2018	\$126,000 / Ded \$1,000
B	Executive Risk			105499707	11/24/2017	11/24/2018	D&O/EPL/FID - \$1M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of WV Purchasing Division 2019 Washington St. E Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jama P. Crouse</i>
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