



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: 04-26-2022

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 HOUSE22 1	Procurement Folder:	1025985
Document Name:	Statewide Housekeeping Supplies	Reason for Modification:	Award of CRFQ 0212 SWC2200000013
Document Description:	Statewide Housekeeping Supplies		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-04-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000206075 LIBERTY DISTRIBUTORS INC PO BOX 498  TRIADELPHIA WV 26059 US Vendor Contact Phone: 304-547-0414 Extension:  Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov  <div style="text-align: center; font-size: 2em; font-weight: bold;">22</div> FILE LOCATION _____  <div style="text-align: center; color: red; font-size: 1.5em; font-weight: bold;">2 CFR 200 Compliant</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

5-4-22 BAT

Purchasing Division's File Copy

Total Order Amount:	Open End
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ENTERED

JLM 4/28/2022

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: <i>Mark Atkins</i> 4/28/2022 ELECTRONIC SIGNATURE ON FILE
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<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <i>John S. Gron</i> DATE: _____ ELECTRONIC SIGNATURE ON FILE
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<b>ENCUMBRANCE CERTIFICATION</b> <i>Beverly Toler</i> DATE: 5-5-2022 ELECTRONIC SIGNATURE ON FILE
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5/4/2022

**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 04/20/2022, incorporated herein by reference and made a part hereof.

NOTE: Catalog pricing is at single discount percentage of 22%.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	47130000			EA	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Housekeeping Supplies

**Extended Description:**

Catalog pricing is at single discount percentage of 22%.

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

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

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

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

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

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

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

**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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: \$250,000 per occurrence.

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

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

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

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

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

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [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.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

**34. VENDOR 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.

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

(Name, Title) F. MARK Peluchette  
(Printed Name and Title) MARK Peluchette, President  
(Address) 6075 NATIONAL Road. TRIADelphia, WV 26059  
(Phone Number) / (Fax Number) 800-828-9920 F 304-547-0490  
(email address) MARKP@libertydistributors.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Liberty Distributors, INC.  
(Company)

(Authorized Signature) (Representative Name, Title)  
MARK Peluchette, President

(Printed Name and Title of Authorized Representative) (Date)  
800-828-9920 F: 304-547-0490

(Phone Number) (Fax Number)  
MARKP@libertydistributors.com

(Email Address)



**FEDERAL FUNDS ADDENDUM**  
2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

## FEDERAL FUNDS ADDENDUM

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

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

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

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

(2 C.F.R. § 200.322)

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

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

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

c. Definitions: For purposes of this section:

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

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

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

(2 C.F.R. § 200.327 and Appendix II)

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

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

(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of West Virginia  
Purchasing Division

By: Mark Atkins

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: 4/26/2022

Vendor Name:

By: Liberty Distributors, II.

Printed Name: MARK Peluchette

Title: PRESIDENT

Date: 4-26-2022

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

W. Va. CSR § 148-1-5



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

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

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5.6. Damages.

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

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

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

## Credits

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

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

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

**End of Document**

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Government Works.

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

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

REQUEST FOR QUOTATION  
(HOUSE22)  
Housekeeping Supplies

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SPECIFICATIONS

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

State agencies are exempt from using this Contract for orders totaling \$300.00 or less per month. No agency shall issue a series of requisitions to circumvent the \$25,000 threshold. Violation of the \$25,000 threshold is commonly referred to as "stringing," and is prohibited by law.

This Solicitation is intended to replace the expiring HOUSE18 Contract which can be found on the Purchasing division's website at:

<http://www.state.wv.us/admin/purchase/swc/HOUSE.htm>

The HOUSE18 contract spend amount by fiscal year as reported by the incumbent vendor is:

2019	2020	2021
\$109,679.85	\$109,977.06	82,439.48

No other spend amounts are available.

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



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

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

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

**3. GENERAL REQUIREMENTS:**

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

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

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

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

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

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

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

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- 3.1.4.3** Have two (2) handle holes equal distance from each end at an approximately 45-degree angle, tapered with  $\frac{3}{4}$ " #5 acme thread
  - 3.1.4.4** Have bristles of .012 or .014 flagged or split-tip polystyrene synthetic fiber inserted in  $\frac{3}{16}$ " hole
  - 3.1.4.5** Must be supplied without handles.
- 3.1.5** Eligible Items 81 and 82 on the Exhibit A Pricing Page identified as medium rough floor brushes must:
- 3.1.5.1** Be designed for the sweeping of medium floor surfaces
  - 3.1.5.2** Have a block made of lacquer finished hardwood, close-grain species
  - 3.1.5.3** Have two (2) handle holes equal distance from each end at an approximately 35-degree angle, tapered with  $\frac{3}{4}$ " #5 acme thread
  - 3.1.5.4** Have bristle trim length of +/-  $\frac{1}{4}$ "
  - 3.1.5.5** Must be polymer solvent resistant synthetic fiber with a minimum diameter of .03" and a minimum length of 3.25" bassine fiber
  - 3.1.5.6** Be supplied without handles.

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

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

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

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

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

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

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

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

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

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

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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 Unit Price for items purchased under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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program when the Vendor inserts the Catalog Price, Units Provided for Catalog Price, and the Discount Percentage.

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

**5. Catalog:**

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

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

**5.2 Catalog Modification.** The Purchasing Division may permit 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, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog.

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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.

**6. ORDERING AND PAYMENT:**

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

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

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

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) 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. Eligible Items requiring a material safety data sheet (MSDA) shall include MSDS with the product.

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- 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 cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 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 charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

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**7.5 Return of Unacceptable Items:** Items that Agency deems unacceptable 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 the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive 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 Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

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

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

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**9. MISCELLANEOUS:**

- 9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 References to Price Changes:** Any reference in Vendors documents submitted in response to the RFQ to prices being subject to change are null and void.
- 9.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Mark Peluchette

**Telephone Number:** 304-547-0414 x113

**Fax Number:** 304-547-0490

**Email Address:** markp@libertydistributors.com



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PO Box 498, 6015 National Road  
Triadelphia, WV 26059  
304-547-0414  
Fax 304-547-0490  
800-828-9920

Vendors should complete all columns.				Please pr				Discounted Unit Price Calculation					Bid Total Calculation			
Eligible Item Description				Dilution Ratio												
*** Conversion Unit: 1 gallon = 128 ounces				For Use with Concentrated Formulas Only Lowest Manufacturer's Recommended Dilution												
Item	Description	Preferred Size/Wt	Equal To	Manufacturer and Manufacturer Number	Ounces of Product (recommended in dilution formula)	Ounces of Water (recommended in dilution formula)	Adjustment to Price to Account for Concentrated Product	Catalog Price	Units Provided for Catalog Price	Unit Price	Unit Price (Adjusted for Concentrated Product)	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
1	Cleaner, General, Ammonia Liquid Household-type product with a 6% minimum concentration of NH3.	1 gallon	Majestic	KIK				\$ 22.4000	4	\$ 5.600	\$ 5.6000	\$ 4.3680	1 oz.		\$ 4.3680	\$
2	Liquid Bleach Household type product with minimum concentration of 5.25% sodium hypochlorite.	1 gallon	Majestic	KIK PURE BRIGHT	1.50	128.00		\$ 30.6000	768	\$ 0.040	\$ 0.0398	\$ 0.0311	1 oz.		\$ 0.0311	\$
3	Bleach-free liquid, commercial grade, Pro-quatamary, all-purpose disinfectant cleaner, no-rinse formula	1 gallon	Clorox/Oasis 144 Ammonium Sanitizer	SPARTAN DMQ	2.00	128.00		\$ 62.8000	512	\$ 0.123	\$ 0.1227	\$ 0.0957	1 oz.		\$ 0.0957	\$
4	All Purpose Cleaner/Degreaser	1 gallon	Winans Warrior/Camberra Husky 903 Kitchen Degreaser	SPARTAN SD-20	2.00	128.00		\$ 60.5000	512	\$ 0.118	\$ 0.1182	\$ 0.0922	1 oz.		\$ 0.0922	\$
5	Multi-Purpose Cleaner, liquid, odor eliminator and disinfectant, 32 oz spray bottle.	1 - 32oz	OdoBan/Spartan NABC	SPARTAN NABC				\$ 40.5000	384	\$ 0.105	\$ 0.1055	\$ 0.0823	1 oz.		\$ 0.0823	\$
6	Cleaner, liquid, use where soft to medium water hardness, alkaline.	1 - 32oz	Oask 272	SPARTAN FAST & EASY				\$ 43.1500	384	\$ 0.112	\$ 0.1124	\$ 0.0876	1 oz.		\$ 0.0876	\$
7	Cleaner, w/bleach, disinfecting.	1 - (75 ct)	Clorox	CLOXOX CLO15949CT				\$ 50.4000	6	\$ 8.400	\$ 8.4000	\$ 6.5520	1 ct.		\$ 6.5520	\$
8	Stainless Polish Towels, premoistened for polishing metal surfaces.	1 - (70 ct)	Supper	CLAIRE 999				\$ 110.2200	240	\$ 0.459	\$ 0.4593	\$ 0.3582	1 ct.		\$ 0.3582	\$
9	Floor Cleaner, damp mop, neutral disinfectant, germ killing properties	1 gallon	Spartan Chemical DMQ	SPARTAN DMQ	2.00	128.00		\$ 62.8000	512	\$ 0.123	\$ 0.1227	\$ 0.0957	1 oz.		\$ 0.0957	\$
10	Floor cleaner, neutral PH, concentrate, cleaning ability equal to 4099 or Fantastic.	1 gallon	Winans Valloshire	SPARTAN DAMP MOP	2.00	128.00		\$ 50.8000	512	\$ 0.099	\$ 0.0992	\$ 0.0774	1 oz.		\$ 0.0774	\$
11	Floor finish, wax, water based, nonyellowing, slip-resistant surface, superior gloss.	5 gal	Buckeye	SPARTAN SUNNY-SIDE				\$ 105.1800	640	\$ 0.164	\$ 0.1643	\$ 0.1282	1 oz.		\$ 0.1282	\$
12	Baseboard Stripper, does not contain ammonia	1 - 20oz	SFR	TAN BASEBOARD STRIPPER				\$ 67.8500	240	\$ 0.283	\$ 0.2827	\$ 0.2205	1 oz.		\$ 0.2205	\$
13	Pre-measured floor cleaner - neutral PH.	1 - (90 ct)	Drackett Easy Pack	PERSEY NEUTRAL 990653				\$ 94.7500	180	\$ 0.526	\$ 0.5264	\$ 0.4106	1 ct.		\$ 0.4106	\$

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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				\$ 202.5800	324	\$ 0.625	\$ 0.6252	\$ 0.4877	1 oz.		\$ 0.4877	\$
15	General liquid pine oil with hospital grade disinfectant. Provide EPA Registration Number:	1 gallon	Canberra Husky Pine	SPARTAN P5Q	2.00	128.00		\$ 77.5000	512	\$ 0.151	\$ 0.1514	\$ 0.1181	1 oz.		\$ 0.1181	\$
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		\$ 46.8500	512	\$ 0.092	\$ 0.0915	\$ 0.0714	1 oz.		\$ 0.0714	\$
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		\$ 73.1000	512	\$ 0.143	\$ 0.1428	\$ 0.1114	1 oz.		\$ 0.1114	\$
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				\$ 46.9500	40	\$ 1.174	\$ 1.1738	\$ 0.9155	1 lb.		\$ 0.9155	\$
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 01663				\$ 68.9500	288	\$ 0.239	\$ 0.2394	\$ 0.1867	1 Dr.		\$ 0.1867	\$
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	SPARTAN CITRO SHIELD				\$ 67.2000	240	\$ 0.280	\$ 0.2800	\$ 0.2184	1 oz.		\$ 0.2184	\$
21	Lemon Scented Spray furniture polish; formulated to remove dust, fingerprints, and light soil from finished surfaces with a light or gentle pressure being applied to a wiping cloth. Polish shall not leave a residue when wiped from the surface.	1 - 20 oz aerosol	Chase Spray Pak Furniture Polish	SPARTAN CITRO SHIELD				\$ 67.2000	240	\$ 0.280	\$ 0.2800	\$ 0.2184	1 oz.		\$ 0.2184	\$

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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 <i>saphylococcus aureus</i> , <i>seudomonas aeruginosa</i> and <i>micrococcus</i> . Provide EPA Registration #	1 - 20oz aerosol	Winans STAT	SPARTAN STERIPHENE				\$ 75.4500	240	\$ 0.314	\$ 0.3144	\$ 0.2452	1 oz.		\$ 0.2452	\$
23	22 ounce Windex (or equal) spray bottle	1 - 22oz	Windex	SPARTAN GLASS				\$ 46.3500	384	\$ 0.121	\$ 0.1207	\$ 0.0941	1 oz.		\$ 0.0941	\$
24	Window squeegees 12" with 4" brass handle.	1		UNG-G5300				\$ 29.3500	1	\$ 29.350	\$ 29.3500	\$ 22.8930	1		\$ 22.8930	\$
24A	Floor squeegees 24" straight without handle.	1		ODEL SQF24W				\$ 14.2000	1	\$ 14.200	\$ 14.2000	\$ 11.0760	1		\$ 11.0760	\$
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 Ingredient:	1 - 12 oz aerosol	Mr. Muscle	SPARTAN OVEN & GRILL				\$ 90.1000	240	\$ 0.375	\$ 0.3754	\$ 0.2928	1 oz.		\$ 0.2928	\$
26	Liquid Enzyme Drain Opener Liquid Bacteria digester and spotter; must be environmentally acceptable, eliminate odor and form a digesting biofilm on drain lines and traps; must be non-pathogenic.	1 gallon	Canberra Husky BioCzymatic Drain Opener	SPARTAN CONSUME				\$ 76.2000	512	\$ 0.149	\$ 0.1488	\$ 0.1161	1 oz.		\$ 0.1161	\$
27	Non-Acid Bowl Cleaner (Spartan NABC or equal); must be safe and effective acid free bathroom cleaner, disinfectant, deodorant, mildew stat, virucide; fungicidal	1 x 32oz	Canberra Baseline Non Acid Bowl Cleaner	SPARTAN NABC				\$ 40.5000	384	\$ 0.105	\$ 0.1055	\$ 0.0823	1 oz.		\$ 0.0823	\$
28	General purpose foampad cleaner.	1 pack (6 ct)	Mr. Clean Magic Erasers	3M 97903-B				\$ 19.6500	16	\$ 1.241	\$ 1.2406	\$ 0.9677	1 pad		\$ 0.9677	\$
29	Scouring pad, nylon with sponge; kitchen cleaning aid	each	Micronon #74	AMERICO 551010				\$ 46.7000	40	\$ 1.168	\$ 1.1675	\$ 0.9107	1 pad		\$ 0.9107	\$
30	Kitchen Scouring Pad Nylon 6"x9"	1 - (60 ct)	Micronon	AMERICO 510114				\$ 27.6500	60	\$ 0.461	\$ 0.4608	\$ 0.3595	1 pad		\$ 0.3595	\$



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31	Kitchen Scouring Pad Non-Detergent Stainless Steel; (Disco D104A or equal)	1 - (72 ct)	Continental	AMERICO				\$ 87.5000	72	\$ 1.215	\$ 1.2153	\$ 0.9479	1 pad		\$ 0.9479	\$
32	Detergent Kitchen Scouring Pad/detergent (Brillo hotel or equal) Must be constructed of durable material and is to be used as an abrasive pad for the removal of difficult soils or grease from metal surfaces or other nonporous surfaces. Pad may be impregnated with detergent or may have other materials included with the pad to meet a special requirement of the purchaser.	1 (12 case of 10)	BrilloHotel Size Soap pad	BRILLO PUXW24000CCT				\$ 83.6500	120	\$ 0.697	\$ 0.6973	\$ 0.5437	1 pad		\$ 0.5437	\$
33	Chlorinated Scouring Powder (Comet or Equal) Formulated for the fast removal of stain and soils from non-porous surfaces. This product is not intended for use on glassware, fiberglass or plastic materials.	1 - 21oz can	Ajax	CPC14278				\$ 47.8500	504	\$ 0.095	\$ 0.0949	\$ 0.0741	1 oz.		\$ 0.0741	\$
34	Kitchen Grill Block Scraper (DISCO GR-12 or equal)	1 b'lock - (12 per box)	Continental	AMERICO 570105				\$ 36.2000	12	\$ 3.017	\$ 3.0167	\$ 2.3530	1 scraper		\$ 2.3530	\$
35	Toilet Cleaner 9% Hypochloric Acid Must be formulated for the removal of rust and urine stains from toilet bowls. Container shall have a directional spout to aid in the application of the cleaner to the surface of the toilet bowl. Users are to read and comply with all instructions for the safe usage of this product.	1 - 32oz	Canberra Baseline Bowl Cleaner	SPARTAN M*95				\$ 37.2500	384	\$ 0.097	\$ 0.0970	\$ 0.0757	1 oz.		\$ 0.0757	\$
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				\$ 38.6000	384	\$ 0.101	\$ 0.1005	\$ 0.0784	1 oz.		\$ 0.0784	\$

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37	Biodegradable Drain Opener Cleaner pre-measured packet. Must be non-toxic, formulated to open clogged sink and toilet drains without harm to the user, plastic pipes, and septic tank systems. 100% biodegradable	1-32oz	Cello Fumeless Drain Opener	SPARTAN BLOC-AID				\$ 54.4500	384	\$ 0.142	\$ 0.1418	\$ 0.1106	1 ct.		\$ 0.1106	\$
38	Drain Opener Caustic Cleaner Must be a finely ground aluminum chip or flake formulation (minimum of 1% NaOH; minimum 95% Na2CO3), designed to open sinks and toilet drains. This product is highly caustic and must be used with caution. User is to read and comply with all instructions for use.	1-18 oz can	Drano	ZEP				\$ 20.0000	18	\$ 1.111	\$ 1.1111	\$ 0.8667	1 ct.		\$ 0.8667	\$
39	409 Spray and Wipe Cleaner (or equal)	1-32 oz	Winans Spray N Wipe	SPARTAN FAST & EASY				\$ 43.1500	384	\$ 0.112	\$ 0.1124	\$ 0.0876	1 ct.		\$ 0.0876	\$
40	Tub and Tile Cleaner, 1 gallon, non-abrasive disinfectant; formulated to remove soap scum and soil from ceramic tile and plastic surfaces without scratching. Non-aerosol formulation is ready to use.	1 gallon	Winans Shower Room Cleaner	SPARTAN NABC				\$ 61.3500	512	\$ 0.120	\$ 0.1198	\$ 0.0935	1 ct.		\$ 0.0935	\$
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.	1-20 oz aerosol	Champion SprayPak Foaming Germicidal	SPARTAN TNT				\$ 62.6000	240	\$ 0.261	\$ 0.2608	\$ 0.2035	1 ct.		\$ 0.2035	\$
42	Disinfectant Heavy Duty Bathroom Cleaner, Liquid Concentrate, 24 oz. spray can.	1-24 oz aerosol	Professional Lysol	SPARTAN CDC-10				\$ 52.3500	384	\$ 0.136	\$ 0.1363	\$ 0.1063	1 ct.		\$ 0.1063	\$
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-22 oz. spray bottle	Tolco	IMPACT 5022WG				\$ 1.1400	1	\$ 1.140	\$ 1.1400	\$ 0.8892	1 ct.		\$ 0.8892	\$
44	Trigger Sprayer for 22 oz. Bottle	1 ct. Trigger	Tolco	IMPACT 5806				\$ 1.9400	1	\$ 1.940	\$ 1.9400	\$ 1.5132	1 ct.		\$ 1.5132	\$
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	Tolco	IMPACT 5032WG				\$ 0.9200	1	\$ 0.920	\$ 0.9200	\$ 0.7176	1 ct.		\$ 0.7176	\$
46	Trigger Sprayer for 32 oz. Bottle	1 ct. Trigger	Tolco	IMPACT 5900				\$ 1.3800	1	\$ 1.380	\$ 1.3800	\$ 1.0764	1 ct.		\$ 1.0764	\$
47	Brass and Chrome Polish; cleaner must be suitable for the cleaning of brass and chrome fixtures and leave the cleaned surface with a high gloss finish.	1-20oz aerosol	Cello Solarine	SPARTAN STAINLESS STEEL				\$ 93.2000	240	\$ 0.388	\$ 0.3883	\$ 0.3029	1 ct.		\$ 0.3029	\$

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48	Urinal Blocks, non Para- must eliminate odors at their source;	1 - 3oz	Fresh	IMPACT 9423				\$ 34.7000	20	\$ 1.735	\$ 1.7350	\$ 1.3533	1 oz.		\$ 1.3533	\$
49	Toilet Bowl Blocks, non Para- must eliminate odors at their source	1 pc. (12/box)	Fresh	SPARTAN 8003				\$ 43.3500	12	\$ 3.613	\$ 3.6125	\$ 2.8178	1 block		\$ 2.8178	\$
50	Urinal Screen (non-parabowl block) Flexible Screen	1 pc. (12/box)	Krystal/FRS 12-SANI	SPARTAN 8001				\$ 46.3500	12	\$ 3.846	\$ 3.8458	\$ 2.9998	1 screen		\$ 2.9998	\$
51	Simple Orange Product must be heavy duty, non-buyl, 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	RTAN ORANGE TOUGH	2.00	128.00		\$ 188.0000	512	\$ 0.367	\$ 0.3672	\$ 0.2864	1 oz.		\$ 0.2864	\$
52	Cleaner, liquid spray, eliminates gooney, sticky, gummy, greasy problems, 32 oz spray.	1 - 32oz	Goo Gone	RTAN ORANGE TOUGH 15				\$ 90.0000	384	\$ 0.234	\$ 0.2344	\$ 0.1828	1 oz.		\$ 0.1828	\$
53	Rinse Free, non ammoniated, emulsifier floor stripper, equal to Cello mop and strip	5gal	Canberra Baseline	SPARTAN NAD75	10.00	128.00		\$ 72.2500	640	\$ 0.113	\$ 0.1129	\$ 0.0881	1 oz.		\$ 0.0881	\$
54	Spic and Span (or equal) Disinfecting all-purpose spray and glass cleaner	1 - 32oz	Spic n Span All purpose Spray & Glass Cleaner	SPIC'N SPAN PGCS8775				\$ 92.4000	256	\$ 0.361	\$ 0.3509	\$ 0.2815	1 oz.		\$ 0.2815	\$
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	CARUSLE 34294003				\$ 69.3000	1	\$ 69.300	\$ 69.3000	\$ 54.0540	1 pc.		\$ 54.0540	\$
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 #5145	RUBBERMAID 5145				\$ 247.0000	1	\$ 247.000	\$ 247.0000	\$ 192.6500	1 pc.		\$ 192.6500	\$
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	CARUSLE 34294003				\$ 45.0000	1	\$ 45.000	\$ 45.0000	\$ 35.1000	1 pc.		\$ 35.1000	\$

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58	Round garbage containers with covers: Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly. (32 gallon)	each	Rubbermaid 2632/2631	ARLISLE 341032/341033				\$ 49.8000	1	\$ 49.800	\$ 49.8000	\$ 38.8440	1 pc.		\$ 38.8440	\$
59	Round garbage containers' covers (for 32 gallon): Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2632/2631	CARLISLE 341033				\$ 14.9200	1	\$ 14.920	\$ 14.9200	\$ 11.6376	1 pc.		\$ 11.6376	\$
60	Round Garbage containers with covers; heavy duty; institutional quality; seamless construction. Boil proof and steam cleanable (235 degrees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly. (55 gallon)	each	Rubbermaid 2655/2654	LON CARLISLE 341055/341056				\$ 119.0200	1	\$ 119.020	\$ 119.0200	\$ 92.8356	1 pc.		\$ 92.8356	\$
61	Round garbage containers' covers (for 55 gallon): Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.)	each	Rubbermaid 2655/2654	CARLISLE 341056				\$ 37.2000	1	\$ 37.200	\$ 37.2000	\$ 29.0160	1 pc.		\$ 29.0160	\$
62	Conversion dolly with casters for above	each	Rubbermaid #2640	CARLISLE 36911				\$ 49.2500	1	\$ 49.250	\$ 49.2500	\$ 38.4150	1 pc.		\$ 38.4150	\$
53	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 #3359	CARLISLE 345050				\$ 197.4400	1	\$ 197.440	\$ 197.4400	\$ 154.0032	1 pc.		\$ 154.0032	\$
64	Water pails; hot dipped in molten zinc after forming; raised bottom, plain galvanized wire gill, heavy stamp riveted or wing ears. (10 quart)	each	Impact	IMPACT 414 14QT				\$ 52.7000	1	\$ 52.700	\$ 52.7000	\$ 41.1060	1 pc.		\$ 41.1060	\$
65	Water Pail; heavy duty plastic with rounded edges and a heavy wire ball. (10 quart)	each	Rubbermaid #2963	IMPACT 5510				\$ 17.0000	1	\$ 17.000	\$ 17.0000	\$ 13.2600	1 pc.		\$ 13.2600	\$

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66	Water Pail; heavy duty plastic with rounded edges and heavy wire bail. (34 quart)	each	Rubbermaid #2614	IMPACT 5514				\$ 32.4000	1	\$ 32.400	\$ 32.4000	\$ 25.2720	1 pc.		\$ 25.2720	\$	
67	Waste receptacles, self-closing counter balance door closure. Round top style; durable construction for indoor or outdoor use. Factory mutual approved for fire safety. (18 gallon)	each	Continental	LISLE 34202323/34202423				\$ 95.9000	1	\$ 95.900	\$ 95.9000	\$ 74.8020	1 pc.		\$ 74.8020	\$	
68	Buffing pad for burnishing with 1500 RPM up 3000 RPM.	1 - 20" pc.	Americo	AMERICO 401220				\$ 23.8000	5	\$ 4.760	\$ 4.7600	\$ 3.7128	1 pc.		\$ 3.7128	\$	
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	MarNo #BF2195F14	CARLISLE 36395				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.		\$ 16.3410	\$	
70	Brush, floor, fine and medium, 18" synthetic fiber	each	Weller #77013	ODELL FC18G				\$ 14.9000	1	\$ 14.900	\$ 14.9000	\$ 11.6220	1 pc.		\$ 11.6220	\$	
71	Brush, floor, fine and medium, 24" synthetic fiber	each	Weller #77014	ODELL FC24G				\$ 18.3200	1	\$ 18.320	\$ 18.3200	\$ 14.2896	1 pc.		\$ 14.2896	\$	
72	Brush, floor, fine and medium, 36" synthetic fiber	each	Marino #BR2195F36	ODELL FC36G				\$ 29.6000	1	\$ 29.600	\$ 29.6000	\$ 23.0880	1 pc.		\$ 23.0880	\$	
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" BS acme thread to fit the fine and medium brushes.	each	Weller #75513	ODELL 0160				\$ 8.2500	1	\$ 8.250	\$ 8.2500	\$ 6.4350	1 pc.		\$ 6.4350	\$	
74	BI-level rotating joint Scrub Brush for floor with Crimped Polypropylene that rotates 360 degrees with threaded handles. Rubbermaid 6337	each		ODELL 0558				\$ 11.5500	1	\$ 11.550	\$ 11.5500	\$ 9.0090	1 pc.		\$ 9.0090	\$	

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Specifications for Medium & Rough Sweeping (without handles)																	
Broom-brush specifications : Please refer to General Requirements on page 4 of the Specifications																	
75	Brush, floor, medium and rough, 14" baseline	each	Flatt #70200	CARLSE 36305				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.		\$ 16.3410	\$	
76	Brush, floor, medium and rough, 24" baseline	each	Flatt #77033	ODELL 8P24				\$ 18.1500	1	\$ 18.150	\$ 18.1500	\$ 14.1570	1 pc.		\$ 14.1570	\$	
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 SB10005				\$ 20.9500	1	\$ 20.950	\$ 20.9500	\$ 16.3410	1 pc.		\$ 16.3410	\$	
78	Brush, floor, rough, 16" synthetic fiber	each	Flatt #70211	ODELL SBP10006				\$ 18.0000	1	\$ 18.000	\$ 18.0000	\$ 14.0400	1 pc.		\$ 14.0400	\$	
79	Handle for rough sweeping must be constructed of close grain species of hardwood with a smooth lacquer finish. Handle length is 54" and has a diameter of 1 1/8". Sturdy tapered end to fit the rough sweeping floor brush.	each	flatt #75519	ODELL 0854				\$ 5.9500	1	\$ 5.950	\$ 5.9500	\$ 4.6410	1 pc.		\$ 4.6410	\$	
Premium standard mops specifications : Please refer to General Requirements on page 5 of the Specifications																	
80	Standard mop with 16 ounce capacity	1 - 36oz	UNS 2318C	ODELL 5316F				\$ 5.0000	1	\$ 5.000	\$ 5.0000	\$ 3.9000	1 pc.		\$ 3.9000	\$	
81	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220C	ODELL 5320F				\$ 6.0000	1	\$ 6.000	\$ 6.0000	\$ 4.6800	1 pc.		\$ 4.6800	\$	
82	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224C	ODELL 5324F				\$ 7.0500	1	\$ 7.050	\$ 7.0500	\$ 5.4990	1 pc.		\$ 5.4990	\$	

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
Premium standard mops specifications : Please refer to General Requirements on page 5 of the Specifications																
83	Standard mop with 16 ounce capacity	1 - 16oz	UNS 236R	ODELL 2316F				\$ 6.0000	1	\$ 6.0000	\$ 6.0000	\$ 4.6800	1 pc.		\$ 4.6800	\$
84	Standard mop with 20 ounce capacity	1 - 20oz	UNS 220R	ODELL 2320F				\$ 7.5500	1	\$ 7.5500	\$ 7.5500	\$ 5.8890	1 pc.		\$ 5.8890	\$
85	Standard mop with 24 ounce capacity	1 - 24oz	UNS 224R	ODELL 2324F				\$ 8.9000	1	\$ 8.9000	\$ 8.9000	\$ 6.9420	1 pc.		\$ 6.9420	\$
86	Super loop head; 5 Inch vinyl mesh 12/CS - small	1 - 5" (small)		ODELL 400S-WHT				\$ 5.9000	1	\$ 6.9000	\$ 6.9000	\$ 5.3820	1 mesh		\$ 5.3820	\$
87	Super loop head; 5 Inch vinyl mesh 12/CS - medium	1 - 5" (medium)		ODELL 400M-WHNB				\$ 8.5000	1	\$ 8.5000	\$ 8.5000	\$ 6.6300	1 mesh		\$ 6.6300	\$
88	Dust mop heads; size 18 X 6 1/2; blue color slot top clip on closer	1 - (18X6 1/2)		ODELL CL18SB				\$ 11.9000	1	\$ 11.9000	\$ 11.9000	\$ 9.2820	1 pc.		\$ 9.2820	\$
89	Toilet bowl Mop - made of plastic handles and a non-absorbant acrylic head	each		ODELL DBW				\$ 1.6600	1	\$ 1.6600	\$ 1.6600	\$ 1.2948	1 pc.		\$ 1.2948	\$
90	Looped end mop heads with wide bands at the top. 16oz to 16oz - medium	1 - pc. (medium)		ODELL 400M-WHNB				\$ 8.5000	1	\$ 8.5000	\$ 8.5000	\$ 6.6300	1 pc.		\$ 6.6300	\$
91	Looped end mop heads with wide bands at the top. 22oz to 24oz -large	1 - pc. (large)		ODELL 40L-WHNB				\$ 10.7500	1	\$ 10.7500	\$ 10.7500	\$ 8.3850	1 pc.		\$ 8.3850	\$
92	Wet mop handles (fiberglass small and large. Side release gate for fast and easy mop change.	each		ODELL C-8PG0				\$ 15.6200	1	\$ 15.6200	\$ 15.6200	\$ 12.1836	1 pc.		\$ 12.1836	\$
93	Dust mop heads; 4-ply cotton blend with looped ends. 24" x 5"	1 - (24"X5")		ODELL H1245BSP				\$ 15.5600	1	\$ 15.5600	\$ 15.5600	\$ 12.1368	1 pc.		\$ 12.1368	\$
94	Dust mop frame and handle swivel and snap. 24" x 5"	1 - (24"X5")		ODELL F24S				\$ 6.8200	1	\$ 6.8200	\$ 6.8200	\$ 5.3196	1 pc.		\$ 5.3196	\$
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 I-SHINE				\$ 144.5000	640	\$ 0.225	\$ 0.2258	\$ 0.1761	1 oz.		\$ 0.1761	\$

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
96	Mop Buckets 35 Qt. Yellow with a down press wringer.	each		ODELL MBW35Y-OP				\$ 189.6500	1	\$ 189.650	\$ 189.6500	\$ 147.9270	1 pc.		\$ 147.9270	\$
														<b>TOTAL BID COST</b>		\$

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

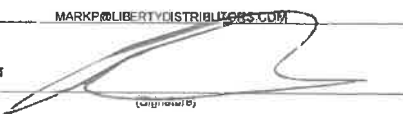
(SINGLE) DISCOUNT PERCENTAGE: 22%

Vendors should complete the contract coordinator information below:

VENDOR NAME: LIBERTY DISTRIBUTORS, INC. PHONE: 800-828-9920

CONTACT PERSON: MARK PELUCHETTE (Please print) FAX: 304-547-0490

EMAIL: MARKP@LIBERTYDISTRIBUTORS.COM

CONTACT PERSON:  (Signature)  
 CONTACT PERSON: 04-19-2022 (Date)