



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

Purchase Order

PURCHASE ORDER NO.
 SANPAP08

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

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

 TRIADELPHIA WV 26059

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/07/2008		NET 30		550677029			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			CHANGE ORDER #01				
			TO CHANGE ORDER IS TO ADD THREE ITEMS TO THE CONTRACT. SEE ITEMS 25 - 27.				
			EFFECTIVE DATE: AUGUST 1, 2008				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 11 2008 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *8/7/08*

OPEN END

TOTAL

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



LIBERTY DISTRIBUTORS, INC.

PO Box 498, Rt. 40 East
Triadelphia, WV 26059
304-547-0414

August 1, 2008

Ms. Jo Ann Adkins
Senior Buyer WV Purchasing Division
2019 Washington St. East
Charleston, WV 25305

RECEIVED
2008 AUG 1 PM 1:39
WV PURCHASING
DIVISION

Dear Jo Ann:

This letter is in reference to State Contract number SANPAP08. Listed below are three items we would like to add to the current contract.

Item #	Description	Pack	Cost
GP-26401	Brown Roll Towel 8"x350'	12/rolls per case	\$21.20/cs
KC-50606	White Roll Towel 8"x600'	6/rolls per case	\$33.39/cs
KC-09703	Dispenser Automated Touchless	1/ea	\$35.00/ea

The KC items we have requested were on the old SANPAP05A contract. We feel these items need to be added so we can continue to provide the products to the agencies that previously purchased them. The GP item is the replacement for item number 9 (SC-01860) on the old contract. Currently on contract SANPAP08 item number 9 (KC-04142) will not fit the dispenser which was on the old contract. As you requested, please find the print-out enclosed with the agencies and amount of product purchased in the last six months.

Sincerely,

Robert S. Iden
Account Executive

Enclosure

Item #	Description	Product Code	# Sheets/Length of Roll	Case Price
1	Toilet Tissue, Rolls Single Ply	Georgia Pacific 14580	1210	\$40.60
2	Tissue, Toilet, Jumbo Rolls, Single Ply	Kimberly Clark 07223	2000 ft.	\$24.45
3	Tissue, Toilet, Rolls, Two-Ply, Facial Quality	Kimberly Clark 17713	506	\$30.35
4	*Covers, Toilet Seat, Half-Fold, flat, covers per case, in dispensing carton	Georgia Pacific 47046	250	\$29.30
5	Tissue: Facial, Two-Ply	Georgia Pacific 47410	100	\$15.15
6	Hand Towels, Multi-Fold, unbleached, Single-Ply Sheet	Georgia Pacific 23304	250	\$15.95
7	Hand Towels: Single-Fold, Unbleached, Single Ply Sheets	Georgia Pacific 23504	250	\$14.75
8	Hand Towels, C-Fold, Unbleached, Single-Ply Sheet	Kimberly Clark 01510	200	\$17.65
9	Hand Towels: Non perforated roll, unbleached, single ply sheet	Kimberly Clark 04142	800 ft	\$37.65
10	Hand Towels: Bleached, household type, two-ply, perforated roll,	Georgia Pacific 27385	85	\$18.90
11	Towels: Food Service, Heavy Duty	Kimberly Clark 05925	300	\$24.55
12	Towels: (Must fit automated touchless dispenser Item 17.)	Georgia Pacific 89460	800 ft	\$47.90
13	Wipers: Industrial Paper, Medium Duty	Kimberly Clark 05320	125	\$28.90
14	Dispenser: Toilet tissue roll, open style; open style, single roll, heavy duty construction; Pricing must be per individual dispenser.			\$4.95
15	Dispenser: Toilet Tissue roll, open style; enclosed style, jumbo roll. Pricing shall be per individual dispenser.			\$6.10
16	Dispenser: Hand Towel, non-perforated roll; Unbleached single-ply sheet. (This is for use with item 9.) Pricing shall be per individual dispenser.			\$23.70
17	Dispenser: Automated Touchless (This is for use with item 12.) Pricing shall be per individual dispenser.			\$35.00
18	Tissue, Toilet, 2-ply. 500 sheet/rolls	Georgia Pacific 19880	550	\$34.40
19	Hand Towels, C-Fold, White Single-Ply Sheet	Kimberly Clark 01510	200	\$17.65
20	Toilet Tissue, Rolls, 2 Ply	Kimberly Clark 07827	2000 ft.	\$26.25
21	Toilet Tissue, JR, Rolls, 2 Ply	Kimberly Clark 07805	1000 ft	\$26.25
22	Towel, White Roll	Kimberly Clark 01040	800 ft	\$48.05
23	Towel, White Roll	Kimberly Clark 01080	425 ft	\$48.05
24	Towel, White Multi-fold	Kimberly Clark 01890	150	\$18.40
25	Towel, Brown Roll	GP - 26401	350 ft	\$21.20
26	Towel, White Roll	KC-50606	600 ft	\$33.39
27	Dispenser Automated -Touchless	KC-09703		\$35.00



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER			SANPAP08	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		640-75-01-001	VARIOUS SANITARY PAPER PRODUCTS AND				
		SIGNATURE _____		DATE _____			
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE