



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 SANPAP13

PAGE 1

BLANKET RELEASE 00

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

CHANGE ORDER

INVOICE TO

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

AGENCY COPY

VENDOR

*709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/26/2013	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		
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO PROVIDE SANITARY PAPER AND BATHROOM SUPPLIES TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS CONTRACT IS AWARDED PER THE FOLLOWING: SANPAP13A SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO. 1 DATED 06/03/2013, ADDENDUM NO. 2 DATED 06/12/2013, ADDENDUM NO. 3 DATED 07/01/2013, ADDENDUM NO. 4 DATED 07/15/2013, ADDENDUM NO. 5 DATED 07/17/2013, ADDENDUM NO. 6 DATED 07/29/2013, ADDENDUM NO. 7 DATED 07/31/2013, ADDENDUM NO. 8 DATED 08/06/2013, ADDENDUM NO. 9 DATED 08/09/2013, ADDENDUM NO. 10 DATED 08/16/2013, ADDENDUM NO. 11 DATED 08/23/2013, AND VENDOR'S BID ON 08/06/2013, INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. ORDERING PROCEDURE: SPENDING UNIT (S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

NOV 26 2013

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 11/26/13

OPEN END

TOTAL

GUY NISBET

304-558-2596

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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PAGE
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PURCHASE FROM

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 LIBERTY DISTRIBUTORS INC
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
	RETAINED BY THE SPENDING UNIT. WHEN ORDERING, PLEASE REFERENCE THE ATTACHED, PAPER PRODUCTS PRICING LIST.						

	LINE ITEM 17, HIGH CAPACITY TOWEL UN-BLEACHED IS NOT AWARDED AND MAY NOT BE ORDERED UNDER THIS CONTRACT.						

0001	12/31/2013	LS	640-75		.00000		
	SANITARY PAPER PRODUCTS						

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Paper Products

Item #	Eligible Item Description				Item Information and Pricing	
	Description	Manufacturer	Manufacturer Model/Product Number	Dispenser No. (If applicable)	Contract Price (Per Case)	Items per Case (Rolls or Packages of Paper for Contract Price)
	Bathroom Tissue					
1	Small Single Ply Roll	GP14585 or equal	KIMBERLY CLARK	5102.00		
					\$39.75	80
2	Small Double Ply Roll	GP16840 or equal	KIMBERLY CLARK	17713.00		
					\$29.00	60
3	Small Double Ply Roll	GP19880/01 or equal	KIMBERLY CLARK	4460.00		
					\$33.35	80
4	Large Single Ply Roll	GP13718 or equal	KIMBERLY CLARK	7223.00		
					\$25.50	12
5	Large Double Ply Roll	KC 07827 or Equal	KIMBERLY CLARK	7827.00		
					\$24.25	6
6	Large Double Ply Roll	GP13728 or equal	KIMBERLY CLARK	7805.00		
					\$23.70	12
7	Large Double Ply Roll EPA Compliant	GP12798 or equal	KIMBERLY CLARK	7805.00		
					\$23.70	12
	Bathroom Tissue Dispensers					
8	Double Dispenser Basic	GP57120/01 or equal	GEORGIA PACIFIC	57120.00	57120	
					\$7.00	1
9	Enclosed Two-Roll Plastic	GP59206 or equal	GEORGIA PACIFIC	59206.00	59206	
					\$11.00	1
10	Enclosed Large Roll Plastic	GP58050 or equal	KIMBERLY CLARK	9507.00	9507	
					\$7.50	1
	Roll Towels					
11	Hard Roll Towel Unbleached	KC 04142 Or Equal	KIMBERLY CLARK	4142.00		
					\$38.65	12
12	Hard Roll Towel Bleached	KC 50606 or equal	KIMBERLY CLARK	50606.00		
					\$29.75	6
13	Hard Roll Towel Bleached	KC01080 or equal	KIMBERLY CLARK	1080.00		
					\$43.25	12
14	Roll Towel Bleached	KC 01040 or equal	KIMBERLY CLARK	1040.00		
					\$46.35	12
15	High Capacity Touchless	GP89420 or equal	KIMBERLY CLARK	25630.00	29741	
					\$48.00	6
16	High Capacity Towel Bleached	GP89460 or equal	GEORGIA PACIFIC	89460.00	59460	
					\$48.45	6
17	High Capacity Towel Un-bleached	GP2530 or equal	KIMBERLY CLARK	25700.00	29741	
					NOT AWARDED	

Paper Products

Eligible Item Description					Item Information and Pricing	
18	Hardround Roll Unbleached	GP26401 or equal	GEORGIA PACIFIC	26401.00	\$17.10	12
Roll Towel Dispensers						
19	Wall Mount Automatic Dispenser	GP59498 or equal	GEORGIA PACIFIC	59498.00	\$20.00	1
20	Wall Mount Automatic Dispenser	GP59460 or equal	GEORGIA PACIFIC	59460.00	\$38.50	1
21	Wall Mount Automatic Dispenser	0B or equal	KIMBERLY CLARK	29741.00	\$15.00	1
22	Push Paddle Dispenser	GP54338 or equal	GEORGIA PACIFIC	54338.00	\$25.00	1
Folded Towels						
23	Single Fold Bleached	GP20904 or equal	GEORGIA PACIFIC	20904.00	\$18.40	16
24	Single Fold Unbleached	GP23504 or equal	GEORGIA PACIFIC	23504.00	\$15.35	16
25	C-Fold Bleached	GP20603 or equal	GEORGIA PACIFIC	20603.00	\$16.45	10
26	C-Fold Unbleached	GP21924 or equal	GEORGIA PACIFIC	21924.00	\$16.75	10
27	Z/Multiple Fold Bleached	GP21000 or equal	KIMBERLY CLARK	1890.00	\$16.85	16
28	Z/Multiple Fold Unbleached	GP23304 or equal	KIMBERLY CLARK	1801.00	\$15.55	16
Folded Towel Dispensers						
29	Wall Mount Pull Dispenser	GP56701 or equal	GEORGIA PACIFIC	56701.00	\$12.00	1
30	Wall Mount Pull Dispenser	01 or equal	GEORGIA PACIFIC	56650/01	\$12.50	1
Miscellaneous						
31	Facial Tissue	GP47410 or equal	GEORGIA PACIFIC	47410.00	\$15.45	30
32	Kitchen Paper Towel Bleached	GP27700 or equal	GEORGIA PACIFIC	27700.00	\$20.05	12
33	Kitchen Paper Towel Unbleached	GP28290 or equal	GEORGIA PACIFIC	28290.00	\$19.35	12
34	Toilet Seat Covers	GP47052 or equal	GEORGIA PACIFIC	47046.00	\$31.50	20
35	Toilet Seat Cover Dispenser	GP57710 or equal	GEORGIA PACIFIC	57710.00	\$4.00	1
36	Wipers, Light Duty	GP29221 or equal	KIMBERLY CLARK	5320.00	\$28.90	18
37	Wipers, Heavy Duty	GP29414 or equal	KIMBERLY CLARK	5925.00	\$25.75	1

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on 12/01/2013

and extends for a period of one, (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two, (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

Other: See attached.

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

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

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

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

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

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

6. **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.

7. **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.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and 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.

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.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for
- 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.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

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

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

**REQUEST FOR QUOTATION
SANPAP13: Sanitary Paper Products**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end statewide contract for sanitary paper products.
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 **"Basis Unit Weight"** means weigh in pounds of one square foot of item
 - 2.2 **"Contract Price (Per Case)"** the contract price represents the price of the packaged quantity the Vendor will sell to the Agency. For example the contract price for toilet paper in cases of 96 rolls would be the price for the case of 96 rolls under this Contract.
 - 2.3 **"Dispenser Number"** Number of the corresponding sanitary paper product dispenser which fits the sanitary paper product being provided.
 - 2.4 **"Eligible Items" or "Eligible Item"** means the list of sanitary paper and other accessories available under this Contract that have been specifically identified on the Pricing Page. A copy of the Pricing Page has been attached hereto and is specifically incorporated herein by reference.
 - 2.5 **"Extended Unit Price"** means the Unit Price multiplied by the Estimated Quantity
 - 2.6 **"Item"** means one package/roll/etc. of the product provided
 - 2.7 **"Item Price (Cost Per Item)-**means price of one item
 - 2.8 **"Manufacturer"-**means the producer of the Eligible Items
 - 2.9 **"Manufacturer Model/Product Number"** means the model or product code designated by the manufacturer for order placement
 - 2.10 **"Pricing Page" or "Pricing Pages"** means the schedule of prices, Unit Prices, estimated usage, and totals attached hereto and used to evaluate the RFQ.
 - 2.11 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as SANPAP13.

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- 2.12 **“Items Per Case (Rolls of Paper for Contract Price)”** means the number of sanitary paper rolls or sanitary accessories that are included in the package being sold for the Contract Price.
- 2.13 **“Item Length in Feet”** means the total square feet of sanitary paper products or accessories contained in each item.
- 2.14 **“Item Net Weight In Pounds”** means the weigh in pounds of one item
- 2.15 **“Item Width in Feet”** means the total square feet of sanitary paper products or accessories contained in each item.
- 2.16 **“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.
- 2.17 **“Unit of Measure”** 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 purpose
- 2.18 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

PAPER PRODUCTS:

3.1.1 BATH TISSUE

- 3.1.1.1 Bath tissue shall be made with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness, and foreign materials.
- 3.1.1.2 Bath tissue shall be professional grade.
- 3.1.1.3 Product Specifications:

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- 3.1.1.3.1 Item 1: Bath Tissue shall be Envision (GP Model 14585), or equal and have the following minimum requirements:
- A. White in color
 - B. Single Ply
 - C. Post-consumer Waste of no less than 20% (EPA minimum requirements)
 - D. Recycled Content of no less than 20% (EPA minimum requirements)
 - E. Basis weight of .00101 lbs./sq.'
- 3.1.1.3.2 Item 2: Bath Tissue shall be Angel Soft Embossed (GP Model 16840), or equal and have the following minimum requirements:
- A. White in color
 - B. Double Ply
 - C. Post-consumer Waste of no less than 20% (EPA minimum requirements)
 - D. Recycled Content of no less than 20% (EPA minimum requirements)
 - E. Basis weight of .00219 lbs./sq.'
- 3.1.1.3.3 Item 3: Bath Tissue shall be Envision 2 Ply Embossed (GP Model 19880/01), or equal and have the following minimum requirements:
- F. White in color
 - G. Double Ply
 - H. Post-consumer Waste of no less than 20% (EPA minimum requirements)
 - I. Recycled Content of no less than 20% (EPA minimum requirements)
 - J. Basis weight of .0063255 lbs./sq.'
- 3.1.1.3.4 Item 4: Bath Tissue shall be Acclaim Jumbo Jr. (GP Model 13718), or equal and have the following minimum requirements:
- A. White in color
 - B. Single Ply

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SANPAP13: Sanitary Paper Products**

- C. Basis weight of .0002991 lbs./sq.’
- 3.1.1.3.5 Item 5: Bath Tissue shall be Scott JRT Sr. (KC Model 07827), or equal and have the following minimum requirements:
- D. White in color
 - E. Double Ply
 - F. Basis weight of .0063255 lbs./sq.’
- 3.1.1.3.6 Item 6: Bath Tissue shall be Acclaim Jumbo Jr. (GP Model 13728), or equal and have the following minimum requirements:
- A. White in color
 - B. Double Ply
 - C. Basis weight of .00234 lbs./sq.’
- 3.1.1.3.7 Item 7: Bath Tissue shall be Envision Jumbo Jr. (GP Model 12798), or equal and have the following minimum requirements:
- A. White in color
 - B. Double Ply
 - C. Post-consumer Waste of no less than 20% (EPA minimum requirements)
 - D. Recycled Content of no less than 20% (EPA minimum)
 - E. Basis weight of .00622 lbs./sq.’
- 3.1.2 BATH TISSUE DISPENSERS**
- 3.1.2.1 Bath tissue dispensers shall be made with standard industry practice.
- 3.1.2.2 Bath tissue dispensers shall be professional grade.
- 3.1.2.3 Bath tissue dispensers shall fit bath tissue supplied as a part of this contract.
- 3.1.2.4 Product Specifications:
- 3.1.2.4.1 Item 8: Bath Tissue Dispenser shall be Georgia Pacific (GP Model 57120/01), or equal and have the following minimum requirements:

REQUEST FOR QUOTATION
SANPAP13: Sanitary Paper Products

- A. Metal or Durable Plastic Construction
- B. Hold Two Rolls Small Single or Double Ply Bath Tissue
- 3.1.2.4.2 Item 9: Bath Tissue Dispenser shall be Georgia Pacific (GP Model 59206), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Hold Two Rolls of Small Single or Double Ply Bath Tissue
- 3.1.2.4.3 Item 10: Bath Tissue Dispenser shall be Georgia Pacific (GP Model 58050), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Hold One Roll of Large Single or Double Ply Bath Tissue

3.1.3 ROLL TOWELS

3.1.3.1 Towels shall be made in accordance with standard industry practice with respect to holes, tears, wrinkles, cleanliness, foreign materials, and dirt. Edges shall be cleanly cut and not ragged.

3.1.3.2 Towels shall be of professional grade.

3.1.3.3 Product Specifications:

- 3.1.3.3.1 Item 11: Towels shall be Scott Hard Roll Towel (KC Model 04142), or equal and have the following minimum requirements:
 - A. Brown in color
 - B. Basis weight of .0075 lbs./sq.'
- 3.1.3.3.2 Item 12: Towels shall be Kleenex Hard Roll Towel (KC Model 50606), or equal and have the following minimum requirements:
 - C. White in color
 - D. Basis weight of .0092708 lbs./sq.'
- 3.1.3.3.3 Item 13: Towels shall be Kleenex Hard Roll Towel (KC Model 01080), or equal and have the following minimum requirements:
 - E. White in color

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F. Basis weight of .0052353
lbs./sq.

- 3.1.3.3.4 Item 14: Towels shall be Scott Roll Towel (KC Model 01040), or equal and have the following minimum requirements:
- G. White in color
 - H. Basis weight of .0062344 lbs./sq.
- 3.1.3.3.5 Item 15: Towels shall be enMotion High Capacity (GP Model 89420), or equal and have the following minimum requirements:
- I. White in color
 - J. Basis weight of .00633 lbs./sq.
- 3.1.3.3.6 Item 16: Towels shall be enMotion High Capacity (GP Model 89460) or equal and have the following minimum requirements:
- A. White in color
 - B. Basis weight of .00667 lbs./sq.
- 3.1.3.3.7 Item 17: Towels shall be Ultima High Capacity Premium (GP Model 2530), or equal and have the following minimum requirements:
- A. White in color
 - B. Basis weight of .00999 lbs./sq.
- 3.1.3.3.8 Item 18: Towels shall be Envision Hardwound Roll (GP Model 26401), or equal and have the following minimum requirements:
- A. Brown in color
 - B. Post-consumer Waste of 40% (EPA minimum requirements)
 - C. Recycled Content of 40% or (EPA minimum requirements)
 - D. Basis weight of .00725 lbs./sq.

3.1.4 ROLL TOWEL DISPENSERS

- 3.1.4.1 Roll Towel Dispensers shall be made in accordance with standard industry practice.
- 3.1.4.2 Roll Towel Dispensers shall be of professional grade.
- 3.1.4.3 Roll Towel Dispensers shall fit roll towels provided as a part of this contract.

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3.1.4.4 Product Specifications:

- 3.1.4.4.1 Item 19: Roll Towel Dispenser shall be enMotion (GP Model 59498), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Wall Mounted
- 3.1.4.4.2 Item 20: Roll Towel Dispenser shall be (GP Model 59460) or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Wall Mounted
- 3.1.4.4.3 Item 21: Roll Towel Dispenser shall be Cormatic (GP Model ADS200B), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Wall Mounted
- 3.1.4.4.4 Item 22: Roll Towel Dispenser shall be GP Push Paddle for Roll Paper (GP Model 54338), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Wall Mounted

3.1.5 FOLDED TOWELS

3.1.5.1 Towels shall be made in accordance with standard industry practice with respect to holes, tears, wrinkles, cleanliness, foreign materials, and dirt. Edges shall be cleanly cut and not ragged.

3.1.5.2 Towels shall be of professional grade.

3.1.5.3 Product Specifications:

- 3.1.5.3.1 Item 23: Towels shall be Georgia Pacific Single Fold, Bleached (GP Model 20904), or equal and have the following minimum requirements:
 - A. White in color
 - B. Basis weight of .000047 lbs./sq.'

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- 3.1.5.3.2 Item 24: Towels shall be Envision Single Fold Economy Towels, Unbleached (GP Model 23504), or equal and have the following minimum requirements:
- A. Brown in color
 - B. Post-consumer Waste of 40% (EPA minimum requirements)
 - C. Recycled Content of 40% or (EPA minimum requirements)
 - D. Basis weight of .000051 lbs./sq.
- 3.1.5.3.3 Item 25: Towels shall be Acclaim C Fold, Bleached (GP Model 20603), or equal and have the following minimum requirements:
- A. White in color
 - B. Basis weight of .000052 lbs./sq.
- 3.1.5.3.4 Item 26: Towels shall be Envision C-Fold Economy, Unbleached (GP Model 21924), or equal and have the following minimum requirements:
- A. Brown in color
 - B. Post-consumer Waste of 40% (EPA minimum requirements)
 - C. Recycled Content of 40% or (EPA minimum requirements)
 - D. Basis weight of .000052 lbs./sq.
- 3.1.5.3.5 Item 27: Towels shall be Signature Multifold (Z Fold) Bleached Economy (GP Model 21000), or equal and have the following minimum requirements:
- A. White in color
 - B. Basis weight of .000080 lbs./sq.
- 3.1.5.3.6 Item 28: Towels shall be envision Multifold (GP Model 23304), or equal and have the following minimum requirements:
- A. Brown in color
 - B. Post-consumer Waste of 40% (EPA minimum requirements)
 - C. Recycled Content of 40% or (EPA minimum requirements)
 - D. Basis weight of .000052 lbs./sq.

3.1.6 FOLDED TOWEL DISPENSERS

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3.1.6.1 Folded Towel Dispensers shall be made in accordance with standard industry practice.

3.1.6.2 Folded Towel Dispensers shall be of professional grade.

3.1.6.3 Roll Towel Dispensers shall fit roll towels provided as a part of this contract.

3.1.6.4 Product Specifications:

3.1.6.4.1 Item 29: Folded Towel Dispenser shall be Georgia Pacific Single Fold Towel (GP Model 56701), or equal and have the following minimum requirements:

- A. Metal or Durable Plastic Construction
- B. Wall Mounted

3.1.6.4.2 Item 30: Folded Towel Dispenser shall be Georgia Pacific Combination C and Multifold (Z-Fold) (GP Model 56650/01) or equal and have the following minimum requirements:

- A. Metal or Durable Plastic Construction
- B. Accommodate both C-Fold and Multifold (Z-Fold) Towels
- C. Wall Mounted

3.1.7 MISC. PRODUCTS AND ACCESSORIES

3.1.7.1 Products shall be of professional grade.

3.1.7.2 Product Specifications:

3.1.7.2.1 Item 31: Facial Tissues: Envision 2 Ply Facial (GP Model 47410), or equal and have the following minimum requirements:

- A. White in color
- B. Basis weight of .000042 lbs./sq.'

3.1.7.2.2 Item 32: Kitchen Towels: Preference, Perforated, Bleached (GP Model 27700), or equal and have the following minimum requirements:

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- A. White in color
- B. Basis weight of .00909 lbs./sq.'
- 3.1.7.2.3 Item 33: Kitchen Towels : Envision Perforated, Unbleached (GP Model 28290), or equal and have the following minimum requirements:
 - A. Brown in color
 - B. Basis weight of .00909 lbs./sq.'
- 3.1.7.2.4 Item 34: Toilet Seat Covers: Safe-T-Gard (GP Model 47052), or equal and have the following minimum requirements:
 - A. White in color
- 3.1.7.2.5 Item 35: Toilet Seat Cover Dispenser: Safe-T-Gard (GP Model 57710), or equal and have the following minimum requirements:
 - A. Durable Plastic Construction
 - B. Wall Mounted
 - C. Fit Toilet Seat Covers supplied as a part of this contract
- 3.1.7.2.6 Item 36: Wipers: Brawny Industrial Light Duty, Double Ply (GP Model 29221), or equal and have the following minimum requirements:
 - A. White in color
 - B. Basis weight of .000078 lbs./sq.'
- 3.1.7.2.7 Item 37: Foodservice Towels: Brawny Dine-A-Wipe (GP Model 29414), or equal and have the following minimum requirements:
 - A. White in color
 - B. Basis weight of .000066 lbs./sq.'

4.3.2 ADDITIONAL REQUIREMENTS

- 4.3.2.1 Vendor must provide manufacturer specification sheets for all products bid. It is strongly preferred this information accompany the bid response. Manufacturer specification sheets will be used to validate information contained in the pricing page. Differences in information provided on the manufacturer specification sheet and the pricing page may result in the disqualification of the vendor's bid.**

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4.3.2.2 Customer Service

- 4.3.2.2.1 Vendor shall provide assistance via telephone and/or email to all contract users in placing orders against this contract as it relates to the vendor's functions including: order placement, order status, account inquiry, and billing.
- 4.3.2.2.2 Vendor should resolve any issues arising from order placement, order status, account inquiry, and/or billing within 1 business day of the inquiry. Issues which cannot be resolved in this timeframe must be reported to Agency with a description of the issue and expected resolution deadline. The vendor shall report all inquiries unresolved in five business days to the Purchasing Division.
- 4.3.2.2.3 Vendor must carry sufficient stock to fill orders placed under this contract within the delivery requirements specified in Section 6.

CONTRACT AWARD:

- 4.4 **Contract Award:** The Contract is intended to provide the Agency's with a Contract Price for all Eligible Items. The Contract shall be awarded to the Vendor that meets the mandatory RFQ specifications and provides the lowest Total Bid Cost. In order to fairly evaluate price, evaluation will be based on the Unit Price (Price Per Square Foot) as reflected in the bidding scenario and calculated as the Total Bid Cost for the Eligible Items listed on the Pricing Pages. Please note that orders placed against this contract will reflect the Contract Price (Price Per Case). Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

The Price quoted 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 Contract Price for items purchased under this Contract.

Minimum Order: Orders under \$300.00 may be purchased in the open market through normal competitive bidding requirements.

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4.5 Pricing Pages: Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below.

4.3.3 Information Requested. The Pricing Page includes paper products and accessories. Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Manufacturer, the Manufacturer's Model/Product Number, Dispenser No. (If Applicable), Contract Price (Per Case), Items Per Case (Rolls or Packages of Paper for Contract Price), Item Price (Cost per Item), Item Length in Feet, Item Width in Feet, Item Net Weight in Pounds, Basis Unit Weight (Pounds Per Square Foot), Unit Price (Price Per Square Foot), Unit of Measure, Estimated Unit Quantity, Extended Unit Price, and Total Bid Cost.

4.3.4 Pricing Page Calculations. The Pricing Pages require Vendor to insert its Manufacturer, Manufacturer Number, Dispenser No., Contract Price (Per Case), Items Per Case (Rolls or Packages of Paper for Contract Price), Item Length in Feet, Item Width In Feet, and Item Net Weight In Pounds. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price (Cost Per Item), Basis Unit Weight (Pounds Per Square Foot), Unit Price (Price Per Square Foot), Unit of Measure, Extended Unit Price, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically populated.

4.3.5 Vendor Entered Information Calculations

4.3.5.1 Item Length in Feet-Linear feet of product contained in the Item.

Note: For sheet items, this will be the linear feet of one sheet of the item.

Ie. Item 17 GP 20904 Single Fold Bleached Towel.

Towel length (10.250")/12=.85 square feet per sheet.

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4.3.5.2 Item Width in Feet: Width of product

Note: For sheet items, this will be the linear feet of one sheet of the item.

Ie. Item 17 GP 20904 Single Fold Bleached Towel

Towel width $9.25''/12 = .77'$ per sheet

4.3.6 Populated Information Calculations

4.3.6.1 Unit Price (Cost Per Item)-Contract price divided by the number of Items Per Case (Rolls or Packages of Paper for Contract Price) IE. Contract Price \$10.00/(4) Items per Case=\$2.50 Per Item.

4.3.6.2 Basis Unit Weight (Pounds Per Square Foot)-Item Net Weight in Pounds divided by the total of Item Length in Feet multiplied by Item Width in Feet. IE. 2.050 Lbs.(Item Net Weight in Pounds) divided by {2000 lineal feet (Item Length in Feet)*0.29 lineal feet(Item Width in Feet)}

$$\frac{2.050 \text{ Lbs.}}{2000' \times 0.029'} = \frac{2.050 \text{ Lbs.}}{68.97 \text{ Sq. Feet}} = .0297 \text{ Lbs./Sq. Feet}$$

4.3.6.3 Unit Price-Unit Price (Cost Per Item) divided by Square Footage of Item (This will be the cost utilized in the evaluation.)

IE. \$2.50 divided by 68.97 Sq. Feet = \$0.0362/Sq. Foot

4.3.6.4 Extended Unit Price-Cost-Basis Cost multiplied by the estimated Quantity

IE. $\$0.0362 \times 25,000 = \905.00

4.3.6.5 Total Bid Cost-Summation of all Basis Total Costs

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- 4.3.7 Estimated Quantities Only.** The Pricing Pages contain an estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 4.3.8 Correction of Errors.** Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendor is strongly encouraged to electronically enter the information into the Pricing Pages to prevent errors in the evaluation.
- 4.3.9 Electronic Version.** The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: krista.s.ferrell@wv.gov

The Purchasing Division's electronic version of the Pricing Pages contains the formulas for calculating the Unit Price (Cost Per Item), Basis Weight, Basis Cost, and Basis Total Cost. Those items will be automatically populated by the Microsoft Excel program when Vendor inserts its Manufacturer, Manufacturer Number, Dispenser No., Contract Price (Per Case), Items Per Case (Rolls or Packages of Paper for Contract Price), Item Length in Feet, Item Width In Feet, and Item Net Weight In Pounds. Utilizing the electronic version of the Pricing Pages and inserting the values using Microsoft Excel will greatly reduce the number of calculations that Vendor will have to make and the possibilities for error. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

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5 ORDERING AND PAYMENT:

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

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

Spending unit (s) shall issue a written State Contract order (Form Number WV-39) to the vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed, faxed, and/or emailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Agencies wishing to make payment via P-card must include this information on the fact of the WV-39 State Contract Order. Failure to include this information may result in the inability of the Vendor to accept this form of payment.

Agencies placing emergency orders must include this information on the face of the WV-39 State Contract Order. Failure to include this information may result in the delayed delivery.

- 5.2 Invoicing and Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

6 DELIVERY AND RETURN:

- 6.1 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 must be delivered to Agency at various locations within the State of West Virginia.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be

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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.

- 6.3 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 Contract Price for each Eligible Item 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. Notwithstanding the foregoing, Vendor may invoice Agency for the cost of any delivery valued at less than \$200.00 provided that the vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor 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.
- 6.5 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.
- 7 MISCELLANIOUS:**
- 7.1 No Substitutions:** Vendor shall supply only Eligible Items under this Contract. Vendor shall not supply substitute items unless expressly approved in writing by the Purchasing Division.

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- 7.2 **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.

- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to: purchasing.requisition@wv.gov 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.

- 7.4 **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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____