



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

# State of West Virginia Master Agreement

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

Order Date: 06-27-2022

<b>Order Number:</b>	CMA 0212 0212 SANPAP21 3	<b>Procurement Folder:</b>	812604
<b>Document Name:</b>	Statewide Contract: Sanitary Paper Products	<b>Reason for Modification:</b>	CO#02: Issued to renew the original contract and update pricing per the attached documents.
<b>Document Description:</b>	Change Order No. 2: Contract Renewal & Pricing Update		
<b>Procurement Type:</b>	Statewide MA (Open End)		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2020-12-01
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2022-12-31

VENDOR		DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000206075	<b>Requestor Name:</b>	Mark A Atkins
LIBERTY DISTRIBUTORS INC PO BOX 498		<b>Requestor Phone:</b>	(304) 558-2307
TRIADELPHIA WV 26059		<b>Requestor Email:</b>	mark.a.atkins@wv.gov
US			
<b>Vendor Contact Phone:</b>	304-547-0414	<b>Extension:</b>	
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

**22**  
 FILE LOCATION \_\_\_\_\_

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

Purchasing Division's File Copy

<b>Total Order Amount:</b>	Open End
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**ENTERED**

*Jun 27/2022*

*MA 06/27/2022*

<b>PURCHASING DIVISION AUTHORIZATION</b>
<b>DATE:</b> <i>6/27/22</i>
<b>ELECTRONIC SIGNATURE ON FILE</b>

<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b>
<b>DATE:</b> <i>6/28/2022</i>
<b>ELECTRONIC SIGNATURE ON FILE</b>

<b>ENCUMBRANCE CERTIFICATION</b>
<b>DATE:</b> <i>JUN 28 2022</i>
<b>ELECTRONIC SIGNATURE ON FILE</b>

**Extended Description:**

CHANGE ORDER No. 02

Change Order No. 02 is issued for the following:

1. To renew the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders.
2. To publish the updated pricing pages (Revised 07/01/2022).

Effective date of renewal 07/01/2022 through 12/31/2022.

Renewal Years/Months Remaining: (2 years, 0 months)

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

NO OTHER CHANGES

Statewide Contract for Sanitary Paper Products:

The Vendor: Liberty Distributors, Inc. agrees to enter into his Open-End Contract with the State of West Virginia and Political subdivisions to provide Sanitary Paper Products and Accessories per the bid requirements, specifications, terms and conditions, the information from Addendum No.01 issued 11/17/2020, and the Vendor's submitted and accepted bid on 11/24/2020 and per the attached Pricing page, all incorporated herein by reference and made apart hereof.

Special Instructions - Orders under \$200.00 may be purchased in the open market through normal competitive Purchasing bidding procedures and requirements.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	14110000			EA	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Sanitary Paper Products and Accessories

**Extended Description:**

See the attached Exhibit\_A Pricing Pages for Contract Pricing.



MARK D. SCOTT  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS  
DIRECTOR

June 24, 2022

Mr. Mark Peluchette  
Liberty Distributors, Inc.  
POB 498  
Triadelphia, WV 26059

Subject: WV Statewide Contract No.: SANPAP21

Dear Mr. Peluchette:

The State of West Virginia is offering to renew subject contract under the same terms, conditions, and updated pricing (see attached). The renewal dates are July 01, 2022 through December 31, 2022. Please select the appropriate statement below and complete the information in the signature line, then return to my attention as soon as possible. You may return all renewal documents via email to [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov).

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

We do not agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

<u>Mark Peluchette</u>		<u>President</u>	<u>6-27-22</u>
Print Name	Signature	Title	Date

Please call if you have any questions.

Very truly yours,

*Mark A. Atkins, CPPB*  
**Buyer Supervisor, Statewide Contracts**  
West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street, East  
POB 50130  
Charleston, WV 25305-0130

Phone: 304.558.2307  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

Effective  
7/01/2022

Miscellaneous Paper Products

Eligible Item Description					Item Information and Pricing						
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.											
Item	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)	Item Price (Cost Per Item)				
<b>Bathroom Tissue</b>											
1	Small Single Ply Roll	GP14585 or Equal	KIMBERLY CLARK	5102.00	\$63.07	80	\$0.7884				
2	Small Double Ply Roll	GP16840 or equal	KIMBERLY CLARK	17713.00	\$43.91	60	\$0.7318				
3	Small Double Ply Roll	GP19880/01 or equal	KIMBERLY CLARK	4460.00	\$48.71	80	\$0.6089				
4	Large Single Ply Roll	GP13718 or equal	KIMBERLY CLARK	7223.00	\$43.20	12	\$3.6000				
5	Large Double Ply Roll	KC07827 or Equal	KIMBERLY CLARK	7827.00	\$35.49	6	\$5.9150				
6	Large Double Ply Roll	GP13728 or equal	KIMBERLY CLARK	7805.00	\$38.63	12	\$3.2192				
7	Large Double Ply Roll	GP12798 or equal	KIMBERLY CLARK	7805.00	\$38.63	12	\$3.2192				
<b>Bathroom Tissue Dispensers</b>											
8	Double Dispenser Basic	GP57120/01 or equal	GEORGIA PACIFIC	57120/01	\$10.00	1	\$10.0000				
9	Enclosed Two-Roll Plastic	GP59206 or equal	GEORGIA PACIFIC	59206.00	\$11.00	1	\$11.0000				
10	Enclosed Large Roll Plastic	GP59009 or equal	KIMBERLY CLARK	9507.00	\$8.00	1	\$8.0000				
<b>Roll Towels</b>											
11	Hard Roll Towel Unbleached	KC04142 Or Equal	KIMBERLY CLARK	4142.00	\$57.29	12	\$4.7742				
12	Hard Roll Towel Bleached	KC50606 or equal	KIMBERLY CLARK	50606.00	\$44.28	6	\$7.3800				
13	Hard Roll Towel Bleached	KC01080 or equal	KIMBERLY CLARK	1080.00	\$62.21	12	\$5.1842				
14	Roll Towel Bleached	KC01040 or equal	KIMBERLY CLARK	1040.00	\$65.76	12	\$5.4800				
15	High Capacity Touchless	GP89420 or equal	GEORGIA PACIFIC	89420.00	\$61.51	6	\$10.2517				
16	High Capacity Towel Bleached	GP89460 or equal	GEORGIA PACIFIC	89460.00	\$65.62	6	\$10.9367				
17	High Capacity Towel Un-bleached	GP2530 or equal	KIMBERLY CLARK	25630.00	\$57.24	6	\$9.5400				
18	Hardround Roll Unbleached	GP26401 or equal	GEORGIA PACIFIC	26401.00	\$26.33	12	\$2.1942				
<b>Roll Towel Dispensers</b>											
19	Wall Mount Automatic Dispenser	GP59498 or equal	GEORGIA PACIFIC	59498.00	\$20.00	1	\$20.0000				
20	Wall Mount Automatic Dispenser	GP59460 or equal	GEORGIA PACIFIC	59460.00	\$20.00	1	\$20.0000				
21	Wall Mount Automatic Dispenser	GPADS200B or equal	KIMBERLY CLARK	48857.00	\$10.00	1	\$10.0000				
22	Push Paddle Dispenser	GP54338 or equal	KIMBERLY CLARK	9765.00	\$8.00	1	\$8.0000				
<b>Folded Towels</b>											
23	Single Fold Bleached	GP20904 or equal	GEORGIA PACIFIC	20904.00	\$26.81	16	\$1.6756				
24	Single Fold Unbleached	GP23504 or equal	GEORGIA PACIFIC	23504.00	\$22.55	16	\$1.4094				
25	C-Fold Bleached	GP20603 or equal	GEORGIA PACIFIC	20603.00	\$24.33	10	\$2.4330				
26	C-Fold Unbleached	GP21924 or equal	KIMBERLY CLARK	1510.00	\$30.63	12	\$2.5525				
27	Z/Multiple Fold Bleached	GP21000 or equal	KIMBERLY CLARK	1890.00	\$26.19	16	\$1.6369				
28	Z/Multiple Fold Unbleached	GP23304 or equal	GEORGIA PACIFIC	23304.00	\$24.83	16	\$1.5519				

Folded Towel Dispensers										
29	Wall Mount Pull Dispenser	GP56701 or equal	GEORGIA PACIFIC	56701.00		\$14.00	1	\$14.0000		
30	Wall Mount Pull Dispenser	GP56650/01 or equal	GEORGIA PACIFIC	56650A		\$17.50	1	\$17.5000		
Miscellaneous										
31	Facial Tissue	GP47410 or equal	GEORGIA PACIFIC	47410.00		\$24.69	30	\$0.8230		
32	Kitchen Paper Towel Bleached	GP27700 or equal	GEORGIA PACIFIC	27700.00		\$30.56	12	\$2.5467		
33	Kitchen Paper Towel Unbleached	GP28290 or equal	GEORGIA PACIFIC	28290.00		\$29.52	12	\$2.4600		
34	Toilet Seat Covers	GP47052 or equal	GEORGIA PACIFIC	47052.00		\$21.64	4	\$5.4100		
35	Toilet Seat Cover Dispenser	GP57710 or equal	GEORGIA PACIFIC	57710.00		\$6.25	1	\$6.2500		
36	Wipers, Light Duty	GP29221 or equal	KIMBERLY CLARK	5320.00		\$40.18	18	\$2.2322		
37	Wipers, Heavy Duty	GP29414 or equal	KIMBERLY CLARK	5925.00		\$37.29	1	\$37.2900		

**VENDOR INFORMATION**

**NAME:** LIBERTY DISTRIBUTORS, INC.  
**ADDRESS:** 6015 NATIONAL ROAD PO BOX 498  
 TRIADDELPHIA, WV 26059  
**CONTACT NAME:** MARK PELUCHETTE  
 (Please print)

**PHONE:** 304-547-0414  
**FAX:** 304-547-0490  
**EMAIL:** markp@libertydistributors.com

**AUTHORIZED REPRESENTATIVE:** MARK PELUCHETTE  
 (Print)

**EFFECTIVE DATE:** 7/1/2022

Contract Line	Item Code	Old Cost	New Cost	Cost Increase Percentage	Old Sell	New Sell Contract Price	Actual cost increase	Cost Increase + New cost total	Actual Sell Percentage increase
1	KC-05102	\$39.65	\$61.19	54.33%	\$46.65	\$63.07	\$21.54	\$68.19	35.20%
2	KC-17713	\$28.69	\$35.92	25.20%	\$36.55	\$43.91	\$7.23	\$43.78	20.14%
3	KC-04460	\$34.59	\$43.07	24.52%	\$40.70	\$48.71	\$8.48	\$49.18	19.68%
4	KC-07223	\$25.12	\$35.36	40.76%	\$33.50	\$43.20	\$10.24	\$43.74	28.96%
5	KC-07827	\$23.73	\$35.11	47.96%	\$26.80	\$35.49	\$11.38	\$38.18	32.43%
6	KC-07805	\$23.16	\$34.79	50.22%	\$28.95	\$38.63	\$11.63	\$40.58	33.44%
7	KC-07805	\$23.16	\$34.79	50.22%	\$28.95	\$38.63	\$11.63	\$40.58	33.44%
11	KC-04142	\$39.30	\$50.91	29.54%	\$46.65	\$57.29	\$11.61	\$58.26	22.81%
12	KC-50606	\$26.94	\$38.62	43.36%	\$34.00	\$44.28	\$11.68	\$45.68	30.24%
13	KC-01080	\$40.51	\$57.44	41.79%	\$48.05	\$62.21	\$16.93	\$64.98	29.47%
14	KC-01040	\$43.66	\$60.69	39.01%	\$51.35	\$65.76	\$17.03	\$68.38	28.06%
15	GP-89420	\$49.55	\$55.20	11.40%	\$55.80	\$61.51	\$5.65	\$61.45	10.23%
16	GP-89460	\$48.50	\$54.00	11.34%	\$59.55	\$65.62	\$5.50	\$65.05	10.19%
17	KC-25630	\$42.05	\$48.59	15.55%	\$50.45	\$57.24	\$6.54	\$56.99	13.46%
18	GP-26401	\$18.75	\$22.05	17.60%	\$22.90	\$26.33	\$3.30	\$26.20	14.98%
23	GP-20904	\$23.60	\$26.45	12.08%	\$24.20	\$26.81	\$2.85	\$27.05	10.79%
24	GP-23504	\$17.75	\$19.90	12.11%	\$20.35	\$22.55	\$2.15	\$22.50	10.81%
25	GP-20603	\$18.30	\$21.75	18.85%	\$21.00	\$24.33	\$3.45	\$24.45	15.86%
26	KC-01510	\$18.41	\$27.09	47.15%	\$23.20	\$30.63	\$8.68	\$31.88	32.03%
27	KC-01890	\$16.38	\$24.94	52.26%	\$19.50	\$26.19	\$8.56	\$28.06	34.31%
28	GP-23304	\$16.95	\$19.95	17.70%	\$21.58	\$24.83	\$3.00	\$24.58	15.06%
31	GP-47410	\$17.45	\$20.55	17.77%	\$21.45	\$24.69	\$3.10	\$24.55	15.10%
32	GP-27700	\$21.05	\$24.80	17.81%	\$26.55	\$30.56	\$3.75	\$30.30	15.10%
33	GP-28290	\$19.95	\$23.50	17.79%	\$25.65	\$29.52	\$3.55	\$29.20	15.09%
34	GP-47052	\$16.00	\$18.85	17.81%	\$18.80	\$21.64	\$2.85	\$21.65	15.11%
36	KC-05320	\$28.41	\$39.90	40.44%	\$31.20	\$40.18	\$11.49	\$42.69	28.78%
37	KC-05925	\$26.41	\$36.09	36.65%	\$29.40	\$37.29	\$9.68	\$39.08	26.84%
	GP-56650/01	\$17.50	\$17.50	0.00%	\$17.50	\$17.50	\$0.00	\$17.50	0.00%
	GP-57710	\$6.00	\$6.00	0.00%	\$6.25	\$6.25	\$0.00	\$6.25	0.00%

Georgia-Pacific Consumer Products LP

Pricing Agreement

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LIBERTY DISTRIBUTORS INC

06/08/2022

Account Number: 102403

Location:

Agreement Number: 40284102

From Date: 06/01/08

End User Name: WEST VIRGINIA STATE OF

Through Date: UFN

Rate in: USD

Guarantee Date: 12/31/22

#### Changes

6/08/2022 NEW PRICING EFFECTIVE 8.1.22; GUARANTEE HAS BEEN UPDATED TO 12.31.22; SEVERAL ITEMS WILL EXPIRE 7.31.22

#### Comments

WV Solicitation SANPAP21, Document ID: CRFQ-0212-SWC2100000009-2.

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All pricing is based upon orders that comply with Georgia Pacific's order policies. Any requests to reconfigure the load in any other form may incur an additional charge as a separate line item on the invoice. The following is a list of these potential charges.

Additional Charges: (See Georgia Pacific Order Policy for Pricing)

- 1) Not filling all floor spots on the truck
- 2) Not ordered in GP delivery unit quantities
- 3) Reduced unit height restrictions
- 4) Pallets
- 5) Narrow-Narrow unit loading
- 6) Case or Pallet labeling

On orders with the above stipulations the distributor may bring the order into their warehouse adhering to GPs normal order policies and rework the load to avoid these charges.

This offer is made by Georgia-Pacific Consumer Products LP and/or Georgia-Pacific Canada Consumer Products LP (each as to its product sales, "GP") to the customer named herein ("Customer") for prices lower than GP's into-stock prices offered to Customer, that can be used by Customer to sell specified products to specified end-user(s)/consuming account(s) locations ("Qualifying Location(s)"). This message is confidential and for the sole use of the Customer named herein and may not be read, copied, used or disclosed by any unintended recipient. If you are not the Customer named herein, notify the sender by replying to this message, and then delete or destroy all copies of this message in all media. This message is solely intended as an offer to Customer and may not form the basis of any commitment by GP except by strict adherence by Customer to the terms hereof, which if properly accepted by Customer, as specified herein, will form a legally binding agreement between Customer and GP.

Georgia-Pacific Professional Pricing Agreement ("Pricing Agreement")

1. Customer's eligibility to participate under GP's Report of Sales Program ("ROS") and this Pricing Agreement is subject to credit approval via Georgia-Pacific LLC's standard credit approval process. Pricing Agreement minimum volume requirements are 500 total cases per year and 50 cases per item.
2. In the event "Bill at Special" is designated hereon, be advised that Bill at Special is a one-time special Pricing Agreement given in instances that GP solely determines appropriate. There are no ROS rebates allowed for any product sales subject to Bill at Special pricing.
3. This Pricing Agreement offer applies to the Qualifying Location(s) and the specific products listed hereon. Unless otherwise stated on the cover of this Pricing Agreement offer, this Pricing Agreement offer is solely for Qualifying Location(s) in the continental United States or Canada. This Pricing Agreement offer will be automatically revoked unless verification is provided to GP within six (6) months hereof that Customer has successfully obtained the business with the Qualifying Location(s). In the event of Customer's acceptance of this Pricing Agreement offer, GP reserves the right to change or terminate this Pricing Agreement at any time following thirty (30) days written notice to Customer. Further, GP may terminate this Pricing Agreement immediately if GP determines that Customer has breached any other obligations to GP, including without limitation those under any lease agreements related to GP dispensers.
4. By accepting this Pricing Agreement offer, a legally binding Pricing Agreement is automatically formed between the parties. By accepting a Pricing Agreement offer, Customer agrees to all the terms herein. Modifications by Customer to any term herein are unacceptable, expressly rejected, have no effect to alter the terms herein and will not be treated as an additional provision to the terms herein. Customer may only accept this offer by submitting any reported sales data using the Pricing Agreement herein to GP for processing (or for Bill at Special pricing by placing an order at such pricing).
5. This Pricing Agreement is deemed "non-guaranteed," unless otherwise noted and will be effective until further notice is provided by GP. If the Pricing Agreement is noted as "guaranteed," and minimum volume requirements are met, the prices noted hereon will remain unchanged for the time frame as stated (unless earlier terminated pursuant to the terms hereof), with the exception of any application of such term to dispensers, which are not subject to guarantee terms unless included in a signed national contract.
6. Customer understands that the benefit of a Pricing Agreement is the rebate derived by Customer for valid sales in accordance with all terms associated herewith. Rebates are equal to the difference between the Pricing Agreement price and GP's into-stock price as of the first day of the month in which the sale to the Qualifying Location was made for each of the products specified. Customer acknowledges that it must submit reports of its sales subject to a Pricing Agreement to GP in accordance with the terms herein.
7. Reports of sales under a Pricing Agreement must be made at least on a monthly basis and submitted in successive month order, e.g., first January, then February, etc. GP will process reported sales claims within thirty (30) days of receipt. Unless expressly approved in writing by GP management, GP reserves the right to deny processing and issuance of rebates for sales made under a Pricing Agreement that have not been reported within sixty (60) days of the end of the reporting period.
8. Proof of sales is required for all rebate claims. Unless otherwise expressly approved in writing by GP management: Proof of sales must be submitted electronically using one of GP's approved electronic submissions methods (EDI 867 or EDI 844 or upload of proprietary file format on GP's GPXpress web portal). Proof of sales must include the Qualifying Location(s)' name and address, the GP item sold (or Customer item with appropriate cross reference), quantity, invoice number and date, and GP Pricing Agreement Number. Each Qualifying Location must be individually reported and may only be reported against one Pricing Agreement, unless otherwise expressly approved in writing by GP management.
9. Deductions taken for anticipated reported usage rebates are not permitted under any circumstances. Failure to comply with this policy will result in denied claims and denied access to Pricing Agreements. Any exception to this no deduction policy requires advance express written approval by GP management.
10. Only product purchased directly from GP will be considered for rebate. No rebate shall be payable on any orders shipped directly by GP to any Qualifying Location, drop shipment orders or Bill at Special orders, whether or not such are made pursuant to this Pricing Agreement. Exceptions require advance express written approval by GP management.
11. Customer acknowledges and agrees that GP or any successor shall have the right to audit all documents pertaining to any rebate paid or payable to Customer at any time and that such audit may include contacting specific Qualifying Location(s) for sales verification. Customer agrees to fully cooperate with GP's audit, including allowing GP auditors or agents to commence an audit at Customer's facilities within sixty (60) days of a GP request for audit and providing GP access to all of Customer's records, proof of sales and delivery and other associated documents requested by GP.
12. Customer agrees that refusal to cooperate with a GP audit, resolve discrepancies or failure to strictly adhere to the terms associated with this Pricing Agreement shall result in the immediate suspension of Customer's right to receive rebates pursuant to this or other Pricing Agreements in place with Customer, a requirement that Customer make any further purchases from GP on a cash-in-advance basis, denial of participation in marketing and promotional programs sponsored by GP, and such other penalties as may be appropriate in GP's sole discretion. Notwithstanding anything herein to the contrary, GP retains the right to terminate this Pricing Agreement or Customer's participation in the same at any time and may continue to sell products to the Qualifying Location(s) under a Pricing Agreement without any liability to Customer. The remedies set forth in this Paragraph 12 do not in any way limit any additional legal rights that GP may have due to Customer's failure to strictly adhere to the terms associated with a Pricing Agreement, including those



identified in Paragraph 16 below.

13. GP reserves the right to reduce rebates by any cash discount terms or other payment terms applicable to Customer. GP reserves the right to apply earned Customer rebates to any outstanding balance due GP, Georgia-Pacific LLC, or any affiliate thereof, at any time, including any amount determined due as a result of a GP audit.
14. Sales pursuant to a Pricing Agreement by anyone or entity other than Customer are strictly prohibited, except in the case of approved Customer sales through associate distributors approved in writing by GP. In addition, except as provided herein, a Pricing Agreement may not be combined with any other discount or promotional terms or programs.
15. Customer warrants that it will not misrepresent that the into-stock price or the Pricing Agreement price represents its actual cost of acquisition of GP products and will indemnify and hold harmless GP for its breach of such warranty. Customer will comply with all applicable laws and regulations regarding Customer's reporting of prices, discounts and other matters to the Qualifying Location(s). Customer represents and warrants that it and its owners, directors, officers, employees, representatives, agents, subsidiaries and affiliates: (1) will comply with the United States Foreign Corrupt Practices Act ("FCPA"), (2) are not owned or controlled by a government, or government agency, official or authority, (3) have not and will not take any action that would cause any of them or GP to be in violation of FCPA or any similar law, including those of Canada, (4) will not use any of the money paid under this Pricing Agreement to offer a payment or gift that would constitute an illegal bribe under the laws of the United States or a foreign territory, and (5) will indemnify and hold harmless GP for any breach of the foregoing. Unless otherwise agreed by GP separately in writing, GP does not accept government contract or grant related clauses or requirements through flow down, incorporation by reference or otherwise, including pricing and domestic preference requirements and makes no representations or certifications regarding compliance with any such government requirements, regulations or statutes.
16. The failure by GP to enforce or to require strict compliance or performance by Customer with or of any of the terms and conditions of a Pricing Agreement shall not constitute a future waiver of the same and shall not affect or impair in any way GP's rights to enforce the provisions hereof or to avail itself of any civil or criminal remedies it may have for any such breach, including legal action. In the event legal action is taken by GP as a result of any breach hereof, Customer hereby agrees to pay all attorney's fees and to immediately reimburse all costs to GP or any affiliate therefor.
17. A Pricing Agreement supersedes all prior oral or written agreements between the parties on the subject matter hereof, shall be governed by and construed in accordance with the laws of the State of Georgia, and shall constitute the entire understanding of the parties with regard to the subject matter hereof.
18. For Canadian Pricing Agreements Only. The parties hereto have requested that this Agreement be drafted in the English language. Les parties aux présentes ont requis que la présente convention soit rédigée en anglais.

Georgia-Pacific Consumer Products LP

Pricing Agreement Number: 40284102  
 End User Name: WEST VIRGINIA STATE OF

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 06/08/2022  
 Account Number: 102403  
 LIBERTY DISTRIBUTORS INC

Material	Your Number	Description	UOM	Last Updated	--Current-- Price	--Current-- Date	--Future-- Price	--Future-- Date	--Future-- Price	--Future-- Date	Cancel EFF. Date
12798		Tissue Jumbo Jr 2-Ply PB Basic 1000/8	CS	06/08/22	25.50	05/01/22					07/31/22
13718		Tissue Jumbo Jr 1-Ply PB Basic 2000/8	CS	06/08/22	27.55	05/01/22					07/31/22
13728		Tissue Jumbo Jr 2-Ply PB Select 1,000/8	CS	06/08/22	23.65	05/01/22					07/31/22
14580/01	GP-14580/01	TISSUE STD BATH 1-PLY PB BASIC 1210/80	CS	06/08/22	48.30	05/01/22					07/31/22
16840		Tissue Std Bath Angel Soft ps 450/40 4.0	CS	06/08/22	27.65	05/01/22					07/31/22
19378		Tissue Compact 1500/18 2 ply Big RL	CS	06/08/22	35.90	05/01/22	37.00	08/01/22			
19510	GP-19510	Tissue SofPull 1000/6 2 Ply	CS	06/08/22	29.50	05/01/22	30.40	08/01/22			
19880/01	GP-19880/01	TISSUE STD BATH PB BASIC 2-PLY 550/80	CS	06/08/22	40.80	05/01/22					07/31/22
20603		Twl CFold Pac Blue Basic White 10/240	CS	06/08/22	20.70	05/01/22	21.75	08/01/22			
20885		Twl ZFld BigF PacBluUltra 8x10.8Wh10/260	CS	06/08/22	20.60	05/01/22					07/31/22
20904		Twl SFold PacBlue Basic RecPpr Wh 16/250	CS	06/08/22	26.45	05/01/22					07/31/22
21000	GP-21000	Twl MFold PacBlueSelect Pr2Ply Wh 16/125	CS	06/08/22	18.20	05/01/22					07/31/22
23000		Twl CFold PacBSelect Prm 2ply Wht 12/120	CS	06/08/22	22.85	05/01/22					07/31/22
23304	GP-23304	Twl MFold PacBBasic Recy 3Pty Brn 16/250	CS	06/08/22	19.00	05/01/22	19.95	08/01/22			
23504	GP-23504	Twl SFold PacBlueBasic 3partyBrwn 16/250	CS	06/08/22	19.90	05/01/22					07/31/22
25190	GP-25190	Twl CFold PacBlueBasi Rec 3PtyWht 10/240	CS	06/08/22	20.30	05/01/22	22.00	08/01/22			
26301		Twl Roll PacBBasic RecPpr 3Pty Brn 6/800	CS	06/08/22	24.00	05/01/22					07/31/22
26401	GP-26401	Twl Roll PacBBasic Recy 3Pty Brwn 12/350	CS	06/08/22	21.00	05/01/22	22.05	08/01/22			
26601	GP-26601	Twl Roll PacBlueBasic Recy 3Pty Wh 6/800	CS	06/08/22	25.65	05/01/22	26.95	08/01/22			
27385	GP-27385	Twl Roll PRT PacBlueSelect 2Ply Wh 30/85	CS	06/08/22	23.00	05/01/22	24.65	08/01/22			
27700	GP-27700	Twl Roll PRT PacBSelect 2Ply Wh 1/12/250	CS	06/08/22	23.60	05/01/22	24.80	08/01/22			

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Georgia-Pacific Consumer Products LP

Pricing Agreement Number: 40284102  
 End User Name: WEST VIRGINIA STATE OF

Page: 5  
 06/08/2022  
 Account Number: 102403  
 LIBERTY DISTRIBUTORS INC

Material	Your Number	Description	UOM	Last Updated	--Current-- Price Date	--Future-- Price Date	--Future-- Price Date	Cancel EFF. Date
28000		Twl Roll PacBSelect Prem 2Ply Wht 12/350	CS	06/08/22	38.40 05/01/22	40.35 08/01/22		
28290		Twl Roll PRT PacBBasic 2PlyRec Brn12/250	CS	06/08/22	22.35 05/01/22	23.50 08/01/22		
29922		WIPER BRAWNY PROFESSIONAL P300 1/4 FOLD	CS	06/08/22	30.70 05/01/22			
47046	GP-47046	SEAT COVERS PB BASIC 1/2 FOLD 250/20	CS	06/08/22	52.65 05/01/22	55.30 08/01/22		07/31/22
47052	GP-47052	SEAT COVERS PB SELECT 1/2 FOLD 250/4	CS	06/08/22	17.95 05/01/22	18.85 08/01/22		
47410	GP-47410	Facial Flat Envision 100/30	CS	06/08/22	19.55 05/01/22	20.55 08/01/22		
56650/01		Dispns Towel Combi-Fold Smoke	EA	06/08/22	17.50 12/01/19			
56650A		Dispns Towel Combi-Fold Black	EA	06/08/22	17.50 05/01/20			07/31/22
56701		Dispns Towel SingleFold, White Metal	EA	11/20/20	14.00 11/01/20			07/31/22
57710	GP-57710	Dispns Tissue Seatcover, White	EA	09/21/19	6.00 12/01/19			
59009	GP-59009	DISPN TISSUE 9IN JUMBO SMOKE	EA	06/08/22	10.00 11/01/20			07/31/22
59206		DISPN TISSUE HORIZ 2 RL 6 IN SRBT SMOKE	EA	08/29/19	11.00 08/01/13			
59460A	GP-59460A	Dspns Twl enMotion Electronic Gray Leased	CS	04/14/22	20.00 11/01/20			07/31/22
59462A	GP59462	Dispns Twl enMotion Auto Black Leased	CS	05/30/19	38.50 07/01/17			
59498A		Dispns Twl enMotion Impulse 8 Black Lease	EA	04/13/22				04/30/22
89420	GP-89420	Towel Roll enMotion Rec White 700/6	CS	06/08/22	53.55 05/01/22	55.20 08/01/22		
89460	GP-89460	Towel Roll enMotion White 800/6	CS	06/08/22	52.40 05/01/22	54.00 08/01/22		
89480	GP-89480	Towel Roll enMotion Brown EPA	CS	06/08/22	50.80 05/01/22			07/31/22

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line #13

line 37

#14

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#27

#11

#3

#1

#36

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#17

#12

SKU	Product_Desc	6 month lock price
01000	SCOTT® High Capacity Hard Roll Towels Color:WHITE Packaging: 1	\$ 64.88
01005	SCOTT® High Capacity Hard Roll Towels Color:WHITE Packaging: 1	\$ 31.04
01010	SCOTT® Center-Pull Towels Color:WHITE Packaging: 1 Case = 4 Pa	\$ 34.85
01080	Kleenex® Hard Roll Towels 425 Color:WHITE Packaging: 1 Case = 1	\$ 57.44
01500	KLEENEX® C-Fold Towels Color:WHITE Packaging: 1 Case = 16 Clip	\$ 34.25
04007	SCOTT® Coreless Standard Roll Bathroom Tissue Color:WHITE Pac	\$ 43.72
05701	WYPALL* L40 Wipers Color:WHITE Size: Packaging: 1 Case = 18 Pa	\$ 52.84
05800	WYPALL* L30 Wipers color: WHITE size: 16.4" x 9.8" Packaging: 1	\$ 46.54
05925	WYPALL* X70 Foodservice Wipers Color:WHITE Size:4.0" x 3.94"/	\$ 36.09
07001	KLEENEX® COTTONELLE® Coreless Standard Roll Bathroom Tissue C	\$ 45.35
83630	WYPALL* Microfiber Cloths with Microban® Protection Color:GREE	\$ 38.67
01040	SCOTT® Hard Roll Towels Color:WHITE Packaging: 1 Case = 12 Rol	\$ 60.69
01510	SCOTT® C-Fold Towels Color:WHITE Packaging: 1 Case = 12 Packag	\$ 27.09
01804	SCOTT* Multi-Fold Towels Color:WHITE Packaging: 1 Case = 16 Cl	\$ 23.47
01890	KLEENEX® Multi-Fold Towels Color:WHITE Packaging: 1 Case = 16	\$ 24.94
02001	SCOTT® High Capacity Hard Roll Towels Color:WHITE Packaging: 1	\$ 43.00
04142	SCOTT® Hard Roll Towels Color:BROWN Size:16.4" x 9.8" Packagir	\$ 50.91
04460	Scott® 2-ply Standard Roll Bath Tissue Color:WHITE Fragrance: NO	\$ 43.07
05102	SCOTT® Standard Roll Bathroom Tissue Color:WHITE Size:8" x 15"	\$ 61.19
05320	WYPALL* L10 Utility Wipes Color:WHITE Size:19.5" x 42" Packagir	\$ 39.90
07006	SCOTT® Coreless JRT Jr. Bathroom Tissue Color:WHITE Size:10.0"	\$ 43.56
07223	SCOTT® JRT Jr. Bathroom Tissue Color:WHITE Size:17.5" x 13.25"	\$ 35.36
07805	SCOTT® JRT Jr. Bathroom Tissue Color:WHITE Size:14.0" x 16.0" x	\$ 34.79
07827	SCOTT® JRT Bathroom Tissue Color:WHITE Size:16.63" x 12.25" x	\$ 35.11
17713	Kleenex® Cottonelle® Bathroom Tissue Color:WHITE Fragrance: No	\$ 35.92
21340	SURPASS* Facial Tissue Color:WHITE Size:2XL Packaging: 1 Case =	\$ 24.00
25630	KLEENEX® Hard Roll Towels Color:GREEN-WHITE Size: Packaging:	\$ 48.59
25700	SCOTT® Hard Roll Towels Color:GREEN-WHITE Size:XL Packaging:	\$ 58.79
34790	WYPALL* X60 Wipers Color:WHITE Size:9.8" x 13.4" Packaging: 1	\$ 55.00
41044	WYPALL* X80 Wipers Color:WHITE Size: Packaging: 1 Case = 1 Un	\$ 21.00
41455	WYPALL* X70 Wipers Color:WHITE Size:Large Packaging: 1 Case =	\$ 65.71
50606	KLEENEX® Hard Roll Towels Color:WHITE Size: Packaging: 1 Case =	\$ 38.62



Atkins, Mark A <mark.a.atkins@wv.gov>

**FW: State of West Virginia 6 and 12 month price guarantees**

1 message

**Mark Peluchette** <MarkP@libertydistributors.com> Fri, Jun 24, 2022 at 10:20 AM  
To: "Atkins, Mark A (Mark.A.Atkins@wv.gov)" <Mark.A.Atkins@wv.gov>

Mark,

This is the email from KC. We used the 6 month cost so we could guarantee through the end of the year. Below are the items with the contract line number.

- 01080 - Line 13
- 05925 - Line 37
- 01040 - Line 14
- 01510 - Line 26
- 01890 - Line 27
- 04142 - Line 11
- 04460 - Line 3
- 05102 - Line 1
- 05320 - Line 36
- 07223 - Line 4
- 07805 - Line 7
- 07827 - Line 5
- 17713 - Line 2
- 25630 - Line 17
- 50606 - Line 12

Mark Peluchette  
President

[MarkP@libertydistributors.com](mailto:MarkP@libertydistributors.com)  
p: 800.828.9920 | f: 304.547.0490  
[www.LibertyDistributors.com](http://www.LibertyDistributors.com)

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know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone. Please send us by fax any message containing deadlines as incoming e-mails are not screened for response deadlines. The integrity and security of this message cannot be guaranteed on the Internet.

From: Mark Peluchette <[MarkP@libertydistributors.com](mailto:MarkP@libertydistributors.com)>  
Sent: Tuesday, May 24, 2022 2:15 PM  
To: Steve Shallcross <[SteveS@libertydistributors.com](mailto:SteveS@libertydistributors.com)>; Adam Shallcross <[AdamS@libertydistributors.com](mailto:AdamS@libertydistributors.com)>  
Subject: FW: State of West Virginia 6 and 12 month price guarantees

Lets talk about this

Mark Peluchette  
President

[MarkP@libertydistributors.com](mailto:MarkP@libertydistributors.com)<<mailto:MarkP@libertydistributors.com>>  
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Liberty will be closed for the following holidays:

Memorial Day: (May 31) - Closed

From: Antonucci, Michael <[Michael.Antonucci@kcc.com](mailto:Michael.Antonucci@kcc.com)<<mailto:Michael.Antonucci@kcc.com>>>

Sent: Tuesday, May 24, 2022 11:06 AM

To: Mark Peluchette <[MarkP@libertydistributors.com](mailto:MarkP@libertydistributors.com)<<mailto:MarkP@libertydistributors.com>>>

Subject: Fwd: State of West Virginia 6 and 12 month price guarantees

Michael Antonucci

Mid Atlantic District Manager  
412-335-9538

---

From: Antonucci, Michael  
Sent: Friday, May 20, 2022 11:04:52 AM  
To: Mark Peluchette <[markp@libertydistributors.com](mailto:markp@libertydistributors.com)<<mailto:markp@libertydistributors.com>>>  
Cc: Seifert, Mark <[Mark.Seifert@kcc.com](mailto:Mark.Seifert@kcc.com)<<mailto:Mark.Seifert@kcc.com>>>  
Subject: State of West Virginia 6 and 12 month price guarantees

Good morning Mark,

I was able to get pricing approved the state on both a 6 month guarantee and a 12 month price guarantee. This pricing would be in effect from 8/1/2022-2/28/2023 for the 6 months, or 8/1/2022-7/31/2023 if they choose the 12 month options.

Let me know if you have any questions and which way they want to go and I'll put the pricing in.

Michael Antonucci

District Manager- Mid Atlantic

M 412-335-9538

[Michael.Antonucci@kcc.com](mailto:Michael.Antonucci@kcc.com)<<mailto:Michael.Antonucci@kcc.com>> | [https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.kcprofessional.com%2f&c=E,1,xFJqCUT1oSyZiF-wh3hNgUhoA-yowabeOtccrFRzZJ-V3dBb2AlsD-mz7p4wljEIZII90\\_s4wfk5c2MGwfCTISyrgt6A8Q5dpARBkelkl7rWMA,,&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.kcprofessional.com%2f&c=E,1,xFJqCUT1oSyZiF-wh3hNgUhoA-yowabeOtccrFRzZJ-V3dBb2AlsD-mz7p4wljEIZII90_s4wfk5c2MGwfCTISyrgt6A8Q5dpARBkelkl7rWMA,,&typo=1) | Connect with us [cid:image001.png@01D86C39.69F1A750] <<https://www.linkedin.com/company/kimberly-clark-professional/>>

1400 Holcomb Bridge Road, Roswell, GA 30076

[cid:image002.jpg@01D86C39.69F1A750]

## K-C Internal Only

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### 4 attachments

 **image001.png**  
1K

       **image002.jpg**  
4K

 **stateofwv12month.xlsx**  
9144K

 **stateofwv6month.xlsx**  
9143K





June 17, 2022

Re: August 2022 KCP Price Increase (US)

Dear Kimberly-Clark Professional Customer,

As we continue to work through these highly dynamic and difficult times, Kimberly-Clark Professional remains committed to meeting your needs and delivering products to end-users at reasonable prices. Moving through 2021 and into 2022, Kimberly-Clark Professional's manufacturing, supplier, distribution and warehousing costs have continued to increase significantly across categories by a range of 85% or more, and we cannot absorb all the additional costs. Kimberly-Clark Professional has tried to mitigate the impact of these further cost increases but given their magnitude and in order to be able to continue to supply these products, Kimberly-Clark Professional will be increasing price accordingly.

**Price increase details:**

**Towel, Tissue, Skincare, and Wipers:**

Effective August 1, 2022, Kimberly-Clark Professional will increase prices for Towel, Tissue, Skincare, and select Wiper products in the United States up to 25% with certain products increasing higher.

**Personal Protective Equipment:**

Effective August 1, 2022, Kimberly-Clark Professional will increase prices for select Industrial Vision and Apparel, Lab and Cleanroom Apparel, and Cleanroom Masks in the United States up to 10% with certain products increasing higher.

**Where can you find prices:**

Updated into-stock prices and price agreements will be available on the Kimberly-Clark Professional customer portal as soon as practical to enable you to update your systems, with no later than 30 days before changes become effective. For the most immediate changes these will be visible beginning June 17, 2022.

**Which orders are affected:**

Orders placed by July 31, 2022, calling for immediate delivery no later than August 5, 2022, will receive current into-stock prices. All orders placed by July 31, 2022, calling for delivery after August 5, 2022 as well as orders placed on or after August 1, 2022 will receive the new into-stock price.

To ensure adequate service levels and to avoid shortages, July orders will be limited to 1/12th of your current annual demand.

We understand that price increases are never pleasant, but trust that we are continuing to do everything possible to mitigate the impact to you and the market, as well as continuously working to improve and invest in our channel partner experience and our portfolio. To us, value is not a variable.

We are eager to make this adjustment as easy as possible so if you have any questions, please contact your Kimberly-Clark Representative.

Sincerely,

Andy Clement  
Chief Customer Officer - KCP North America  
Kimberly-Clark Professional

Sincerely,

Todd Lloyd  
General Manager  
Scientific Business – North America