



Tera Office Solutions Inc.

DIVISION OF TERA CONSULTING INC.

185 West John ST.#7111, Hicksville, NY 11802, www.Teraofficesolutions.com

05/16/2017

On behalf of Tera Consulting Inc. Tera Office solutions Division, I would like to thank you for the opportunity to provide State of West Virginia with the following proposal.

Account Manager whose contact details are below:

Terry Ann Powell

M - (516) 732-1888

W - (800) 887-1885

F - (267)750-5970 Email: tpowell@teraconsultinginc.com

As you may know, integrity and accountability are key components of our service, as we always think company and customers before all else. Tera Consulting Inc. has over 15 years of experience providing customized solutions that save organizations time and money. We pride to we are Statewide Certified Disadvantage Business DBE, Minority Business ,a company that you can trust for a long-term partnership with a value-added relationship, in which common goals are shared. Among those goals are fair and equitable treatment between Tera Consulting Inc. and State of West Virginia

Integrity and accountability are key components of our business and service, as we always think customers before all else. State of West Virginia will receive frequent communication about our performance, as well as the efficiency of the program we have put into place for the county.

Sincerely,

05/19/17 10:08:18
WV Purchasing Division



Certification Number: 022317-03

Industry: Marketing

*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*

TERA CONSULTING INC DBA Tera Consulting Inc.

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 3, Part 8, and the policies adopted thereunder, hereby grants the designation of*

Minority Owned Business

and is recognized as such until the expiration of registration and certification on

February 24, 2020

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelia J. Simpson

Program Director, Governor's Office of Diversity Business Enterprise



Small Business
Services

Division of Economic and Financial Opportunity

M/WBE Certificate

Tera Consulting, Inc.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority and Women-owned Business Enterprise (M/WBE).

Certificate Number: MWCERT2015-689

Expires on: **11/29/2020**

Bill de Blasio, Mayor

Maria Torres-Springer, Commissioner



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Tera Consulting Inc. DBA Tera Consulting Inc.

Certification Awarded on: August 27, 2015

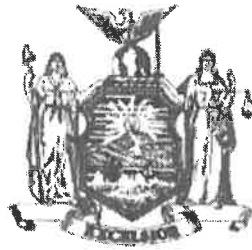
Expiration Date: August 27, 2018

File ID#: 59087



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

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Certification Awarded on: August 27, 2015

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File ID#: 59087



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



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

State of West Virginia
 Request for Quotation
 20 – Household Items

Proc Folder: 331446

Doc Description: Statewide contract for Sanitary Paper Products

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-10	2017-06-06 13:30:00	CRFQ 0212 SWC1700000017	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

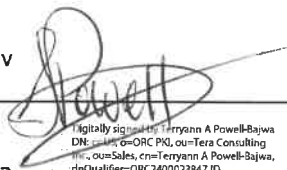
VENDOR

Vendor Name, Address and Telephone Number:

TERA CONSULTING INC
185 WEST JOHN ST #7111
HICKSVILLE, NY, 11802

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov



Signature X Terryann A Powell-Bajwa

Digitally signed by Terryann A Powell-Bajwa
 DN: cn=ORC PKI, ou=Tera Consulting
 c=US, email=Terryann.A.Powell-Bajwa,
 dnQualifier=ORC240023847.ID
 Date: 2017.05.16 15:45:43 -04'00'

FEIN # 61-1656179

DATE 05/16/17

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

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 and Accessories as further defined within these specifications. This Contract will be available to Agencies of the State of West Virginia and its political subdivisions.

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	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see Exhibit A Pricing Page.	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
14110000			

Extended Description :

Vendors should complete all columns of the attached Excel file labeled SANPAP17_PriceSheet LOCKED. Columns highlighted in green indicate information inputted by the vendor. Gray highlighted areas are not applicable to the product listed.

SWC1700000017	Document Phase Final	Document Description Statewide contract for Sanitary Paper Products	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ALL COLUMNS. COLUMNS HIGHLIGHTED IN GREEN INDICATE INFORMATION INPUTTED BY THE VENDOR. GRAY HIGHLIGHTED AREAS ARE NOT APPLICABLE TO THE PRODUCT LISTED.

Paper Products

Item Description			Item Information and Pricing						Pricing for Evaluation				
For illustration purposes only and for an equal product.			The information below is necessary to fully evaluate the vendor's bid response. Failure to provide the information requested may result in the disqualification of the vendor's bid.						The information provided in this section will be used for evaluation purposes.				
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)	Item Length in Feet	Item Width in Feet	Item Net Weight in Pounds	Basis Unit Weight (Pounds Per Square Foot)	Unit Price	Unit of Measure	Estimated Quantity	Extended Unit Price
Georgia Pacific	GPC1458001		\$73.70	CT	#VALUE!	4 1/20"	4"	Weight: 47.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Georgia Pacific	GPC16840		\$45.22	CT	#VALUE!	4 1/20"	4"	Weight: 16.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Georgia Pacific	GPC1988001		\$53.32	CT	#VALUE!	4 1/20"	4"	Weight: 39.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Georgia Pacific	GPC13718		\$36.89	CT	#VALUE!	3 1/2"	9"	Weight: 18.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Northbery Clark	KCC07827		\$70.61	CT	#VALUE!	3 11/20"	12"	Weight: 24.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC13728		\$35.70	CT	#VALUE!	3 1/2"	9"	Weight: 16.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC12798		\$36.89	CT	#VALUE!	3 1/2"	9"	Weight: 16.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Northbery Clark	KCC09605		\$10.00	EACH	#VALUE!					#VALUE!	Each	100	#VALUE!
Georgia Pacific	GPC59209		\$38.08	EACH	#VALUE!					#VALUE!	Each	200	#VALUE!
Georgia Pacific	GPC59009		\$19.04	EACH	#VALUE!					#VALUE!	Each	300	#VALUE!
Northbery Clark	KCC04142		\$69.14	12/CT	#VALUE!	800 ft	8'	Weight: 46.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Northbery Clark	KCC50606		\$52.36	6/CT	#VALUE!	600 ft	8'	Weight: 23.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Northbery Clark	KCC01080		\$84.00	12/CT	#VALUE!	425 ft	8'	Weight: 31.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Northbery Clark	KCC01040		\$109.48	12/CT	#VALUE!	800 ft	8'	Weight: 39.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Northbery Clark	KCC09992		\$72.60	EACH	#VALUE!	16 13/100"	12 63/100"	Weight: 7.5 lbs / Bo	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Northbery Clark	KCC50806		\$52.12	6/CT	#VALUE!	600 ft	8.0000	Weight: 23.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC2590P		\$70.32	6/CT	#VALUE!	700 ft	8 1/4"	Weight: 25.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC26401		\$31.08	12/CT	#VALUE!	350 ft	7.7/8"	Weight: 24.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC59489		\$38.08	EACH	#VALUE!					#VALUE!	Each	200	#VALUE!

Georgia Pacific	GPC58487		\$52.36	EACH	#VALUE!					#VALUE!	Each	200	#VALUE!
Georgia Pacific	NO BID										Each	200	
Georgia Pacific	GPC54338		\$38.08	EACH	#VALUE!					#VALUE!	Each	300	#VALUE!
Georgia Pacific	GPC20904		\$38.08	16PK/CT	#VALUE!	9 1/4	10 1/4"	Weight: 24.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC23504		\$30.34	16PK/CT	#VALUE!	9 1/4"	10 1/4"	Weight: 23.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC20603		\$32.23	10PK/CT	#VALUE!	13 1/5"	10 1/10"	Weight: 19.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC21924		\$39.43	10PK/CT	#VALUE!	13 1/5"	10 1/10"	Weight: 18.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC21000		\$35.70	6PK/CT	#VALUE!	9 1/5	9.4000	Weight: 14.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC23304		\$28.56	16PK/CT	#VALUE!	9.2000	9.4000	Weight: 22.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
ROAKWALK	BWKFT111SBBW		\$24.99	EACH	#VALUE!					#VALUE!	Each	300	#VALUE!
Georgia Pacific	GPC5665001		\$24.99	EACH	#VALUE!					#VALUE!	Each	300	#VALUE!
Georgia Pacific	GPC47410		\$28.08	100/30BX/CT	#VALUE!	8 3/8"	8"	Weight: 12.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	50,000	#VALUE!
Georgia Pacific	GPC27700		\$43.30	12/CT	#VALUE!	8 4/5	11.0000	Weight: 21.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
Georgia Pacific	GPC28290		\$50.40	12/CT	#VALUE!	11	8.8000	Weight: 22.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	100,000	#VALUE!
ROAKWALK	BWKK5000		\$32.80	5000 EA / Carton	#VALUE!			Weight: 25.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	250,000	#VALUE!
Georgia Pacific	GPC57748		\$9.40	10 EA / Carton	#VALUE!				#VALUE!	#VALUE!	Each	300	#VALUE!
Georgia Pacific	GPC29221		\$87.00	2960 EA / Carton	#VALUE!	12 1/2"	8'	Weight: 32.0 lbs / Car	#VALUE!	#VALUE!	Square Foot	50,000	#VALUE!
Georgia Pacific	GPC29416		\$56.15	150 EA / Cart	#VALUE!	24 ft	13"	Weight: 5.0 lbs / Cart	#VALUE!	#VALUE!	Square Foot	50,000	#VALUE!

Total Bid Cost	#VALUE!
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ny 11802

PHONE: _____ 516-732-188
 FAX: _____ 267-750-5970
 EMAIL: tpowell@teraconsultinginc.com

(print)

by Ann Powell, CEO
 (Signature)

5/16/2017
 (Date)

all.ceo
 (Print)



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

State of West Virginia
 Request for Quotation
 20 -- Household Items

Proc Folder: 331446

Doc Description: Statewide contract for Sanitary Paper Products

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-09	2017-06-06 13:30:00	CRFQ 0212 SWC1700000017	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

TERA CONSULTING NC
185 W JOHN ST.#7111
HICKSVILLE, NY 11802

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X Terryann A Powell-Bajwa

Digitally signed by Terryann A Powell-Bajwa
 DN: cn=US, ou=ORC PKI, ou=Tera Consulting Inc.,
 ou=Sales, cn=Terryann A Powell-Bajwa,
 dnQualifier=ORC140023847.ID
 Date: 2017.05.16 15:29:07 -0400

FEIN # 61-1656175

DATE 05/16/17?

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

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 and Accessories as further defined within these specifications. This Contract will be available to Agencies of the State of West Virginia and its political subdivisions.

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	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see Exhibit A Pricing Page.	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
14110000			

Extended Description :

Vendors should complete all columns of the attached Excel file labeled SANPAP17_PriceSheet LOCKED. Columns highlighted in green indicate information inputted by the vendor. Gray highlighted areas are not applicable to the product listed.

SWC1700000017	Document Phase Draft	Document Description Statewide contract for Sanitary Paper Products	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

West Virginia Purchasing Division
Capitol Complex, Building 15
2019 Washington Street, East
Charleston, WV. 25305

05/22/2017 at 10:00 AM. EST.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 05/26/2017 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ N/A _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 06/06/2017 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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. 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.

13. 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.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on Award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

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

Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

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

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

Cyber Liability Insurance in an amount of: _____

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

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

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ 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.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

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

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

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

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 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.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

REQUEST FOR QUOTATION
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 Contract for Sanitary Paper and Accessories as further defined within these specifications.

These items were previously solicited under the Contract: SANPAP13 that was advertised and opened on: 08/27/2013. Vendors may review submitted bid responses by visiting the west Virginia Purchasing Division "Bid Opening Index at the following: <http://www.state.wv.us/admin/purchase/Bids/FY2014/BO20130827.html> to review previously submitted bids.

It is the intent to have the awarded contract in place and become effective December 1st, 2017.

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 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Basis Unit Weight"** means weight in pounds of one (1) Square Foot of Item.
- 2.3 **"Contract Price (Per Case)"** means the contract price represents the price of the packaged quantity the Vendor will sell to the Agency.
- Example** the contract price for toilet paper in case of ninety-six (96) rolls would be the price for the case of ninety-six (96) rolls under this Contract.
- 2.4 **"Dispenser Number"** means number of the corresponding sanitary Paper Product dispenser which fits the sanitary Paper Product being provided.
- 2.5 **"Eligible Item"** means the list of Sanitary Paper and other accessories available under this Contract that have been specifically identified on the Exhibit A Pricing Page.
- 2.6 **"Extended Unit Price"** means the Unit Price multiplied by the Estimated Quantity.
- 2.7 **"Item"** means one (1) package/roll/etc. of the product being provided.
- 2.8 **"Item Price/ Cost per Item"** means cost of one (1) Item.

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

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

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

REQUEST FOR QUOTATION
Sanitary Paper Products

- 2.9 **“Linear Feet”** mean the same measurement as a foot. The linear foot measures 12 inches in length. Linear is used to describe the total length of an item without regard to width or thickness.
- 2.10 **“Manufacturer”** means the producer of the eligible Item being provided.
- 2.11 **“Manufacturer’s Model/Product Number”** means the specific model or product code designated by the manufacturer for order placement.
- 2.12 **“Items per case (Rolls or Packages for Contract Price)”** means the number of Items that are included in the package being sold for the Contract Price.
- 2.13 **“Item Length in Feet”** means the total length in feet of Paper Products contained in each Item.
- 2.14 **“Item Width in Feet”** means the total width in feet of Paper Products contained in each Item
- 2.15 **“Unit of Measure”** means the smallest measurable amount of an eligible Item and is identified on the Pricing Page in the Unit column. Unit will be used for evaluation purposes only.
- 2.16 **“Unit Price”** means (Cost per Square Foot) the price of an individual Unit of an eligible Item as shown on the Pricing Pages.
- 2.17 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.18 **“Total Bid Cost”** means the total sum of the Extended Cost Column on the Pricing Page.
- 2.19 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

REQUEST FOR QUOTATION
Sanitary Paper Products

3.1.1.1 Bath tissue shall be made with reasonable industry practice with respect to Quality including holes, tears, wrinkles, cleanliness and foreign materials.

3.1.1.2 Bath tissue shall meet or exceed specifications as listed below.

3.1.1.3 Product Requirements/Specifications:

3.1.1.3.1 (Item1) Consumer Bath Tissue: Georgia Pacific - Envision Model 14585, or Equal.

3.1.1.3.1.1 Must be white in color

3.1.1.3.1.2 Single ply.

3.1.1.3.1.3 Post-Consumer Waste of no less than 25% (EPA minimum requirements)

3.1.1.3.1.4 Recycled Content of no less than 25% (EPA minimum requirements)

3.1.1.3.1.5 Minimum Basis Unit Weight of .0035 lbs. per sq. ft.

3.1.1.3.1.6 Chlorine Free processed

3.1.1.3.2 (Item 2) Consumer Bath Tissue: Georgia Pacific - Angle Soft Embossed; Model 16840, or Equal.

3.1.1.3.2.1 Must be white in color

3.1.1.3.2.2 Must be a minimum of double ply.

3.1.1.3.2.3 Post-Consumer Waste of no less than 25% (EPA minimum requirements)

3.1.1.3.2.4 Recycled Content of no less than 25% (EPA minimum requirements)

3.1.1.3.2.5 Minimum Basis Unit Weight of .0064 lbs. per sq. ft.

3.1.1.3.2.6 Chlorine Free processed

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3.1.1.3.3 (Item 3) Consumer Bath Tissue: Georgia Pacific Envision Model 19880/01, or Equal.

3.1.1.3.3.1 Must be white in color

3.1.1.3.3.2 Must be a minimum of double ply

3.1.1.3.3.3 Post-Consumer Waste of no less than 25% (EPA minimum requirements)

3.1.1.3.3.4 Recycled Content of no less than 25% (EPA minimum requirements).

3.1.1.3.3.5 Minimum Basis Unit Weight of .0063 lbs. per sq. ft.

3.1.1.3.3.6 Chlorine Free processed

3.1.1.3.4 (Item 4) Consumer Bath Tissue: Georgia Pacific-Acclaim Jumbo; Model 13718, or Equal.

3.1.1.3.4.1 Must be white in color

3.1.1.3.4.2 Single ply

3.1.1.3.4.3 Post-Consumer Waste of no less than 25% (EPA minimum requirements)

3.1.1.3.4.4 Recycled Content of no less than 25% (EPA minimum requirements)

3.1.1.3.4.5 Minimum Basis Unit Weight of .0035 lbs. per sq. ft.

3.1.1.3.4.6 Chlorine Free processed

3.1.1.3.5 (Item 5) Consumer Bath Tissue: Kimberly Clark - Scott JRT Sr.; Model 07827, or Equal.

3.1.1.3.5.1 Must be white in color

3.1.1.3.5.2 Must be a minimum of double ply

3.1.1.3.5.3 Minimum Basis Unit Weight of .0063 lbs. per sq. ft.

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3.1.1.3.6 (Item 6) Consumer Bath Tissue: Georgia Pacific-Acclaim Jumbo; Model 13728, or Equal.

3.1.1.3.6.1 Must be white in color

3.1.1.3.6.2 Must be a minimum of double ply

3.1.1.3.6.3 Minimum Basis Unit Weight of .0062 lbs. per sq. ft.

3.1.1.3.7 (Item 7) Consumer Bath Tissue: Georgia Pacific-Envision Jumbo; Model 12798, or Equal.

3.1.1.3.7.1 Must be white in color

3.1.1.3.7.2 Must be a minimum of double ply

3.1.1.3.7.3 Post-Consumer Waste of no less than 25% (EPA minimum requirements)

3.1.1.3.7.4 Recycled Content of no less than 25% (EPA minimum requirements)

3.1.1.3.7.5 Basis Unit Weight of .0062 lbs. per sq. ft.

3.1.1.3.7.6 Chlorine Free processed

3.1.2 BATH TISSUE DISPENSERS

3.1.2.1 Bath tissue dispenser shall be made with reasonable industry practice with respect to quality.

3.1.2.2 Bath tissue dispensers shall meet or exceed the specifications listed below.

3.1.2.3 Bath tissue dispensers shall fit bath tissue supplied as a part of this contract.

3.1.2.4 Product Requirements/Specifications:

3.1.2.4.1 (Item 8) Bath Tissue Dispenser-Georgia Pacific; Model 57120/01, or Equal

3.1.2.4.1.2 Must be a two (2) roll bath tissue dispenser.

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3.1.2.4.1.3 Must hold rolls a minimum of 4" wide to a maximum of 4.5" wide.

3.1.2.4.1.4 Must hold rolls of up to 5" in diameter

3.1.2.4.1.5 Must be constructed of metal.

3.1.2.4.2 (Item 9) Bath Tissue Dispenser - Georgia Pacific; Model: 59206 or Equal.

3.1.2.4.2.1 Must be a two (2) roll covered bath tissue dispenser.

3.1.2.4.2.2 Must be able to hold rolls that are a maximum of 4" wide.

3.1.2.4.2.3 Must be constructed of plastic.

3.1.2.4.3 (Item 10) Bath Tissue Dispenser - Georgia Pacific; Model 59009, or Equal.

3.1.2.4.3.1 Must be a single roll dispenser.

3.1.2.4.3.2 Must be able to hold one roll up to a maximum of 9" diameter.

3.1.2.4.3.3 Must be constructed of plastic.

3.1.3 ROLL TOWELS

3.1.3.1 Towels shall be made in accordance with industry standard practice with respect to holes, tears, wrinkles, and cleanliness from foreign materials and dirt.

3.1.3.2 Towels to meet or exceed specifications as listed below.

3.1.3.3 Product Specifications:

3.1.3.3.1 (Item 11) Roll Towels - Kimberly Clark-Scott Hard Roll; Model 04142, or Equal.

3.1.3.3.1.1 Should be brown in color.

3.1.3.3.1.2 Chlorine Free processed.

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3.1.3.3.1.3 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.3.3.1.4 Recovered fiber content of at least 40% (EPA Minimum requirements)

3.1.3.3.1.5 Must be unscented.

3.1.3.3.1.6 Minimum Basis Unit Weight of .0073 lb. per sq. ft.

3.1.3.3.2 (Item 12) Roll Towels - Kimberly Clark – Kleenex Hard Roll, Model 50606, or Equal.

3.1.3.3.2.1 Should be white in color.

3.1.3.3.2.2 Minimum Basis of Weight .0093 lb. per sq. ft.

3.1.3.3.2.3 Must be unscented.

3.1.3.3.3 (Item 13) Roll Towels - Kimberly Clark – Kleenex Hard Roll; Model 01080, or Equal.

3.1.3.3.3.1 Should be white in color.

3.1.3.3.3.2 Minimum Basis Unit Weight of .0086 lbs. per sq. ft.

3.1.3.3.4 (Item 14) Roll Towels - Kimberly Clark- Scott Hard Roll; Model 01040, or Equal.

3.1.3.3.4.1 Must be white in color.

3.1.3.3.4.2 Minimum Basis Unit Weight of .0058 lbs. per sq. ft.

3.1.3.3.4.3 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.3.3.5 (Item 15) Roll Towels - Georgia Pacific enMotion High Capacity; Model 89420 or Equal.

3.1.3.3.5.1 Must be white in color.

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3.1.3.3.5.2 Basis Unit Weight of .0064 lbs. per sq. ft.

3.1.3.3.5.3 Must be unscented.

3.1.3.3.6 (Item 16) Roll Towels - Georgia Pacific enMotion High Capacity; Model 89460, or Equal.

3.1.3.3.6.1 Must be white in color.

3.1.3.3.6.2 Minimum Basis Unit Weight of .0067 lbs. per sq. ft.

3.1.3.3.6.3 Must be unscented.

3.1.3.3.7 (Item 17) Roll Towels - Georgia Pacific Ultima High Capacity Premium; Model 2530, or equal.

3.1.3.3.7.1 Must be white in color.

3.1.3.3.7.2 Minimum Basis Unit Weight of .0090 lbs. per sq. ft.

3.1.3.3.7.3 Must be unscented.

3.1.3.3.8 (Item 18) Roll Towels - Georgia Pacific-Envision Hardbound Roll; Model 26401, or Equal.

3.1.3.3.8.1 Must be brown in color.

3.1.3.3.8.2 Must be unscented.

3.1.3.3.8.3 Minimum Basis Unit Weight of .0072 lbs. per sq. ft.

3.1.3.3.8.4 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.3.3.8.5 Recovered fiber content of at least 40% (EPA Minimum requirements)

3.1.4 ROLL TOWEL DISPENSERS

3.1.4.1 Roll Towel Dispensers shall be made in accordance with standard industry practice.

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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.

3.1.5.2 Towels shall meet or exceed specifications listed below.

3.1.5.3 Product specifications:

3.1.5.3.1 (Item 23) Folded Towels - Georgia Pacific Envision Single Fold, Bleached; Model 20904, or Equal.

3.1.5.3.1.1 Must be white in color.

3.1.5.3.1.2 Basis Unit Weight of .0069 lbs. per sq. ft.

3.1.5.3.1.3 Must be unscented.

3.1.5.3.2 (Item 24) Folded Towels - Georgia Pacific-Envision single fold economy towels, unbleached; Model 23504, or Equal.

3.1.5.3.2.1 Must be brown in color

3.1.5.3.2.2 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.5.3.2.3 Recovered fiber content of at least 40% (EPA Minimum requirements)

3.1.5.3.2.4 Minimum Basis Unit Weight of .0073 lbs. per sq. ft.

3.1.5.3.2.5 Must have a single fold.

3.1.5.3.2.6 Must be unscented.

3.1.5.3.3 (Item 25) Folded Towels - Georgia Pacific-Acclaim C Fold, Bleached; Model 20603, or Equal.

3.1.5.3.3.1 Must be white in color.

3.1.5.3.3.2 Must be unscented.

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3.1.4.2 Roll Towel Dispensers shall meet or exceed specifications listed below.

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

3.1.4.4 Product specifications:

3.1.4.4.1 (Item 19) Roll Towel Dispenser - Georgia Pacific-enMotion; Model 59498, or Equal.

3.1.4.4.1.1 Must be constructed of plastic.

3.1.4.4.1.2 Must be able to be wall mounted

3.1.4.4.2 (Item 20) Roll Towel Dispenser - Georgia Pacific-enMotion; Model 59460 or Equal.

3.1.4.4.2.1 Must be constructed of Plastic.

3.1.4.4.2.2 Must be able to be wall mounted.

3.1.4.4.2.3 Must be automatic and touch free.

3.1.4.4.3 (Item 21) Roll Towel Dispenser - Georgia Pacific-Cormatic; Model ADS200B, or Equal

3.1.4.4.3.1 Must be constructed of plastic.

3.1.4.4.3.2 Must be able to be wall mounted.

3.1.4.4.3.3 Must be automatic and touch free.

3.1.4.4.4 (Item 22) Roll Towel Dispenser - Georgia Pacific Push Paddle for Roll Paper; Model 54338, or Equal.

3.1.4.4.4.1 Must be constructed of plastic.

3.1.4.4.4.2 Must be able to be wall mounted.

3.1.4.4.4.3 Must have a push paddle to dispense towels.

3.1.4.4.4.4 Must hold a minimum eight (8)" diameter roll.

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3.1.5.3.3.3 Minimum Basis Unit Weight of .0074 lbs. per sq. ft.

3.1.5.3.4 (Item 26) Folded Towels - Georgia Pacific-Envision C Fold Economy, Unbleached; Model 21924, or Equal.

3.1.5.3.4.1 Must be brown in color.

3.1.5.3.4.2 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.5.3.4.3 Recovered fiber content of at least 40% (EPA Minimum requirements)

3.1.5.3.4.4 Minimum Basis Unit Weight of .0074 lbs. per sq. ft.

3.1.5.3.5 (Item 27) Folded Towels - Georgia Pacific-Signature Multifold (Z fold) Bleached Economy; Model 21000, or Equal.

3.1.5.3.5.1 Must be white in color.

3.1.5.3.5.2 Minimum Basis Unit Weight of .0110 lbs. per sq. ft.

3.1.5.3.6 (Item 28) Folded Towels – Georgia Pacific-Envision Multifold; Model 23304, or Equal.

3.1.5.3.6.1 Must be brown in color.

3.1.5.3.6.2 Post-Consumer Waste of no less than 40% (EPA minimum requirements)

3.1.5.3.6.3 Recovered fiber content of at least 40% (EPA Minimum requirements)

3.1.5.3.6.4 Minimum Basis Unit Weight of .0076 lbs. per sq. ft.

3.1.6 FOLDED TOWEL DISPENSERS

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

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3.1.6.2 Folded Towel Dispensers shall meet or exceed specifications listed below.

3.1.6.3 Folded Towel Dispensers shall fit folded towels provided as a part of this contract.

3.1.6.4 Product Specifications:

3.1.6.4.1 (Item 29) Folded Towel Dispenser- Georgia Pacific Single Fold Towel Dispenser; Model 56701, or Equal.

3.1.6.4.1.1 Must be of metal construction

3.1.6.4.1.2 Must be able to be wall mounted.

3.1.6.4.2 (Item 30) Folded Towel Dispenser- Georgia Pacific Combination C and Multifold (Z fold) dispenser; Model 56650/01, or Equal.

3.1.6.4.2.1 Must be constructed of plastic.

3.1.6.4.2.2 Must be able to be wall mounted.

3.1.6.4.2.3 Must accommodate both C fold and Z fold towels.

3.1.7 MISCELLANEOUS PRODUCTS AND ACCESSORIES

3.1.7.1 Products shall be of manufacturer's best grade

3.1.7.2 Product specifications:

3.1.7.2.1 (Item 31) Facial Tissues- Georgia Pacific-Envision 2 Ply Facial Tissues; Model 47410, or Equal.

3.1.7.2.1.1 Must be white in color.

3.1.7.2.1.2 Minimum Basis Unit Weight of .0062 lbs. per sq. ft.

3.1.7.2.1.3 Must contain a minimum of 10% Post-consumer Recycled Fiber (EPA minimum Requirement)

3.1.7.2.1.4 Must be Chlorine-free processed.

3.1.7.2.1.5 Must be 2 ply.

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- 3.1.7.2.2 (Item 32) Kitchen Towels-** Georgia Pacific Preference, Perforated, Bleached; Model 27700, or Equal.
- 3.1.7.2.2.1** Must be white in color.
 - 3.1.7.2.2.2** Minimum Basis Unit Weight of .0091 lbs. per sq. ft.
 - 3.1.7.2.2.3** Must be 2 ply.
 - 3.1.7.2.2.4** Must be unscented.
- 3.1.7.2.3 (Item 33) Kitchen Towels-** Georgia Pacific-Envision Perforated, Unbleached; Model 28290, or Equal
- 3.1.7.2.3.1** Must be brown in color.
 - 3.1.7.2.3.2** Must be unscented.
 - 3.1.7.2.3.3** Minimum Basis Unit Weight of .0084 lbs. per sq. ft.
 - 3.1.7.2.3.4** Post-Consumer Waste of no less than 40% (EPA minimum requirements)
 - 3.1.7.2.3.5** Recovered fiber content of at least 40% (EPA Minimum requirements)
 - 3.1.7.2.3.6** Must be 2 ply.
- 3.1.7.2.4 (Item 34) Toilet Seat Covers-** Georgia Pacific Safe-T-Gard; Model 47052, or Equal
- 3.1.7.2.4.1** Must be white in color.
- 3.1.7.2.5 (Item 35) Toilet Seat Cover Dispenser-** Georgia Pacific Safe-T-Gard Dispenser; Model 57710, or Equal.
- 3.1.7.2.5.1** Must be made of plastic
 - 3.1.7.2.5.2** Must be able to be wall mounted.
 - 3.1.7.2.5.3** Must fit toilet seat covers supplied as a part of this contract.

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3.1.7.2.6 (Item 36) Wipers- Brawny Industrial Light Duty, Double Ply Paper Wipers; Model 29221, or Equal

3.1.7.2.6.1 Must be white in color.

3.1.7.2.6.2 Minimum Basis Unit Weight of .0114 lbs. per sq. ft.

3.1.7.2.6.3 Must be 2 ply.

3.1.7.2.6.4 Must be unscented.

3.1.7.2.7 (Item 37) Food Service Towels- Brawny Dine-A-Wipe; Model 29414, or Equal.

3.1.7.2.7.1 Must be white in color.

3.1.7.2.7.2 Must be unscented.

3.1.7.2.7.3 Minimum Basis Unit Weight of .0095 lbs. per sq. ft.

3.1.7.2.7.4 Must be washable and reusable.

3.1.8 ADDITIONAL REQUIREMENTS

3.18.1 Vendor must provide manufacturer's specification sheets for all products bid and should label each as to what Line Item the specifications are in reference to. It is strongly preferred this information be submitted with Vendor's bid responses. Manufactures specification sheets will be used to validate information contained in the Vendor's submitted Pricing Page. Differences in information provided between the manufactures specification sheets and the Pricing Page may result in the disqualification of the Vendor's submitted bid.

3.1.9 CUSTOMER SERVICE

3.1.9.1 Vendor shall provide assistance via telephone, fax 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 Inquire, and Billing.

3.1.9.2 Vendor should resolve any issues arising from order placement, order status, account inquire, and/or billing within one (1) business day of

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- Manufactures Model/Product Number
- Dispenser Number (if applicable)

Item Information and Pricing

- Contract Price (Per Case)
- Quantity of 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)

Pricing for Evaluation

- Unit Price
- Unit of Measure
- Estimated Unit Quantity to be purchased
- Extended Unit Price
- Total Bid Amount.

4.2.2 Pricing Page Calculations – The Pricing Pages require the Vendor to insert its:

- Manufacturer
- Manufacturer's Model/Product Number
- Dispenser Number (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 Weight in Pounds
- Basis Unit Weight (Pounds Per Square Foot)
- Unit Price
- Unit of Measure
- Estimated Unit Quantity to be purchased
- Extended Unit Price
- Total Bid Amount.

If the Vendor completes the Pricing Pages electronically using the Microsoft Excel version provided electronically in wvOASIS, these calculations will be automatically populated.

4.2.3 Vendor Entered Information for Calculations

4.2.3.1 Item Length in Feet – Length in feet of product contained in an Item.

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the inquiry. Issues which cannot be resolved in this timeframe must be reported to the Agency with a description of the issue and expected resolution deadline. The Vendor shall report all inquiries unresolved in five (5) business days to the Purchasing Division.

3.1.9.3 Vendor must carry sufficient stock to fill orders placed under this contract within the delivery requirements as specified in Section 6.

4 CONTRACT AWARD:

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

Please note that orders placed against this contract will reflect the Contract Price (Price per Case). Notwithstanding the forgoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action is necessary and is in the best interest of the State.

The Price quoted must take into account and consideration any and all fees, charges, or other miscellaneous cost associated that the vendor may require, including delivery charges as indicated below, those fees, charges or other miscellaneous cost 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 Purchasing bidding procedures and requirements.

4.2 Pricing Pages: Vendors are strongly encouraged to complete the Pricing Pages electronically; they have been created in MS Excel and will automatically perform Vendor calculations as required for the evaluation of this solicitation. Doing so will reduce the number of manual calculations required and limit the possibility for errors as explained below. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 Information requested-The Pricing Page includes paper products and miscellaneous accessories. Vendor should complete the Pricing Page by filling in the (SHADED BLANK SPACES) as required with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes:

Eligible Item Description

- Manufacturer

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Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the Excel Pricing Sheet for the wvOASIS Vendor Self-Serve website or request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info.].

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Spending Units will issue an Agency delegated Purchase order (ADO) to the Vendor for Eligible Items awarded from this Contract.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within seven (7) calendar days after orders are received. Vendor shall deliver emergency orders within two (2) calendar day(s) 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.

Agencies placing Emergency Orders MUST include this information on the face of the Agency delivery Order (ADO). Failure to include this information may result in delays of delivery.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

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Example: Item 17 Georgia Pacific 20904 Single Fold Bleached Towel. Towel Length (10.250") / 12" = .854 Linear Feet.

4.2.3.2 Item Width in Feet – Width in feet of product contained in an Item.

Example: Item 17 Georgia Pacific 20904 Single Fold Bleached Towel. Towel Width (9.25") / 12 = .770 Linear Feet.

4.2.4 Populated Information for Calculations

4.2.4.1 Item Price (Cost per item) – Contract price divided by the number of Items per Case (Rolls or Packages of Paper for Contract Price).

Example Contract Price \$10.00/ (4) Items per Case = \$2.50 Unit Cost Per Item.

4.2.4.2 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.

Example 2.050 Pounds (Item Net Weight in Pounds) divided by [2000 Lineal Feet (Item Length in Feet) multiplied by 0.29 Lineal Feet (Item Width in Feet)].

2.050 pounds = 2.050 pounds = .0297 lbs. per Sq. Ft.

$$\frac{2.050 \text{ (Pounds)}}{2000 \text{ (Feet)} \times 0.029} = 68.97 \text{ Sq. Ft.}$$

4.2.4.3 Unit Price-(Cost per Square Foot) divided by Square Foot of Item (This will be the cost utilized for the evaluation).

Example \$2.50 divided by 68.97 Sq. Ft. = \$0.0362 per Sq. Ft.

4.2.4.4 Extended Unit Cost-(Cost Basis Cost) multiplied by the estimated Quantity

Example \$0.0362 multiplied 25,000 (Estimated Quantity) = \$ 905.00.

4.2.4.5 Total Bid Amount-Total of the Extended Cost Column for all items.

The estimated purchase volume 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.

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the original freight bill attached to the invoice.

Vendor may invoice Agency for the cost of any delivery valued at less than \$200.00 provided that the Vendor invoices those delivery cost as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply 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 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.2 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.3 Failure to comply with other specifications and requirements contained herein.

7.1.4 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.5 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.2 Immediate cancellation of the Contract.

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7.2.3 Immediate cancellation of one or more release orders issued under this Contract.

7.2.4 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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: TERRY ANN POWELL

Telephone Number: 516-732-1888

Fax Number: 267-750-5970

Email Address: TPOWELL@TERACONSULTINGINC.COM

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

Terry Ann Powell, ceo

(Name, Title)

terry ann powell, ceo

(Printed Name and Title)

185 West John St. #7111

(Address)

516-732-1888, 267-750-5970

(Phone Number) / (Fax Number)

tpowell@teraconsultinginc.com

(email address)

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

tera Consulting Inc.

(Company)

Terryann A Powell-Bajwa

Digitally signed by Terryann A Powell-Bajwa
DN: c=US, o=ORC P&I, ou=Tera Consulting Inc., ou=Sales,
cn=Terryann A Powell-Bajwa, dnQualifier=ORC24002364/JD
Date: 2017.05.16 15:35:16 -0400

,ceo

(Authorized Signature) (Representative Name, Title)

Terry Ann POWELL, CEO

(Printed Name and Title of Authorized Representative)

05/18/17

(Date)

516-732-1888

(Phone Number) (Fax Number)

