



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

# Solicitation

NUMBER
SANPAP13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY

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

DATE PRINTED
07/17/2013

BID OPENING DATE: 07/30/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 05						
THIS ADDENDUM HAS BEEN ISSUED TO AMEND THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		640-75		
SANITARY PAPER PRODUCTS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: SANPAP13**  
**Addendum Number: 5**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To add items per the revised specifications  
Provide amended pricing page

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

REQUEST FOR QUOTATION  
SANPAP13: Sanitary Paper Products

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end statewide contract for sanitary paper products.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Basis Unit Weight”** means weigh in pounds of one square foot of item
  - 2.2 **“Contract Price (Per Case)”** the contract price represents the price of the packaged quantity the Vendor will sell to the Agency. For example the contract price for toilet paper in cases of 96 rolls would be the price for the case of 96 rolls under this Contract.
  - 2.3 **“Dispenser Number”** Number of the corresponding sanitary paper product dispenser which fits the sanitary paper product being provided.
  - 2.4 **“Eligible Items”** or **“Eligible Item”** means the list of sanitary paper and other accessories available under this Contract that have been specifically identified on the Pricing Page. A copy of the Pricing Page has been attached hereto and is specifically incorporated herein by reference.
  - 2.5 **“Extended Unit Price”** means the Unit Price multiplied by the Estimated Quantity
  - 2.6 **“Item”** means one package/roll/etc. of the product provided
  - 2.7 **“Item Price (Cost Per Item)-**means price of one item
  - 2.8 **“Manufacturer”-**means the producer of the Eligible Items
  - 2.9 **“Manufacturer Model/Product Number”** means the model or product code designated by the manufacturer for order placement
  - 2.10 **“Pricing Page”** or **“Pricing Pages”** means the schedule of prices, Unit Prices, estimated usage, and totals attached hereto and used to evaluate the RFQ.
  - 2.11 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as SANPAP13.

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- 2.12** “Items Per Case (Rolls of Paper for Contract Price)” means the number of sanitary paper rolls or sanitary accessories that are included in the package being sold for the Contract Price.
- 2.13** “Item Length in Feet” means the total square feet of sanitary paper products or accessories contained in each item.
- 2.14** “Item Net Weight In Pounds” means the weigh in pounds of one item
- 2.15** “Item Width in Feet” means the total square feet of sanitary paper products or accessories contained in each item.
- 2.16** “Total Bid Cost” means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.17** “Unit of Measure” means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purpose
- 2.18** “Unit Price” means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

**3. GENERAL REQUIREMENTS:**

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

**PAPER PRODUCTS:**

**3.1.1 BATH TISSUE**

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

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

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C. Basis weight of .0002991  
lbs./sq.

3.1.1.3.5 Item 5: Bath Tissue shall be Scott JRT Sr. (KC Model 07827), or equal and have the following minimum requirements:

- D. White in color
- E. Double Ply
- F. Basis weight of .0063255  
lbs./sq.

3.1.1.3.6 Item 6: Bath Tissue shall be Acclaim Jumbo Jr. (GP Model 13728), or equal and have the following minimum requirements:

- A. White in color
- B. Double Ply
- C. Basis weight of .00234 lbs./sq.

3.1.1.3.7 Item 7: Bath Tissue shall be Envision Jumbo Jr. (GP Model 12798), or equal and have the following minimum requirements:

- A. White in color
- B. Double Ply
- C. Post-consumer Waste of no less than 20% (EPA minimum requirements)
- D. Recycled Content of no less than 20% (EPA minimum requirements)
- E. Basis weight of .00622 lbs./sq.

**3.1.2 BATH TISSUE DISPENSERS**

3.1.2.1 Bath tissue dispensers shall be made with standard industry practice.

3.1.2.2 Bath tissue dispensers shall be professional grade.

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

3.1.2.4 Product Specifications:

3.1.2.4.1 Item 8: Bath Tissue Dispenser shall be Georgia Pacific (GP Model 57120/01), or equal and have the following minimum requirements:

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

### 3.1.3 ROLL TOWELS

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

3.1.3.2 Towels shall be of professional grade.

#### 3.1.3.3 Product Specifications:

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



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- F. Basis weight of .0052353 lbs./sq.’
- 3.1.3.3.4 Item 14: Towels shall be Scott Roll Towel (KC Model 01040), or equal and have the following minimum requirements:
  - G. White in color
  - H. Basis weight of .0062344 lbs./sq.’
- 3.1.3.3.5 Item 15: Towels shall be enMotion High Capacity (GP Model 89420), or equal and have the following minimum requirements:
  - I. White in color
  - J. Basis weight of .00633 lbs./sq.’
- 3.1.3.3.6 Item 16: Towels shall be enMotion High Capacity (GP Model 89460) or equal and have the following minimum requirements:
  - A. White in color
  - B. Basis weight of .00667 lbs./sq.’
- 3.1.3.3.7 Item 17: Towels shall be Ultima High Capacity Premium (GP Model 2530), or equal and have the following minimum requirements:
  - A. White in color
  - B. Basis weight of .00999 lbs./sq.’
- 3.1.3.3.8 Item 18: Towels shall be Envision Hardwound Roll (GP Model 26401), or equal and have the following minimum requirements:
  - A. Brown in color
  - B. Post-consumer Waste of 40% (EPA minimum requirements)
  - C. Recycled Content of 40% or (EPA minimum requirements)
  - D. Basis weight of .00725 lbs./sq.’

**3.1.4 ROLL TOWEL DISPENSERS**

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

3.1.4.2 Roll Towel Dispensers shall be of professional grade.

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

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**3.1.4.4 Product Specifications:**

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

**3.1.5 FOLDED TOWELS**

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

**3.1.5.2** Towels shall be of professional grade.

**3.1.5.3 Product Specifications:**

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

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- 3.1.5.3.2 Item 24: Towels shall be Envision Single Fold Economy Towels, Unbleached (GP Model 23504), or equal and have the following minimum requirements:
- A. Brown in color
  - B. Post-consumer Waste of 40% (EPA minimum requirements)
  - C. Recycled Content of 40% or (EPA minimum requirements)
  - D. Basis weight of .000051 lbs./sq.²
- 3.1.5.3.3 Item 25: Towels shall be Acclaim C Fold, Bleached (GP Model 20603), or equal and have the following minimum requirements:
- A. White in color
  - B. Basis weight of .000052 lbs./sq.²
- 3.1.5.3.4 Item 26: Towels shall be Envision C-Fold Economy, Unbleached (GP Model 21924), or equal and have the following minimum requirements:
- A. Brown in color
  - B. Post-consumer Waste of 40% (EPA minimum requirements)
  - C. Recycled Content of 40% or (EPA minimum requirements)
  - D. Basis weight of .000052 lbs./sq.²
- 3.1.5.3.5 Item 27: Towels shall be Signature Multifold (Z Fold) Bleached Economy (GP Model 21000), or equal and have the following minimum requirements:
- A. White in color
  - B. Basis weight of .000080 lbs./sq.²
- 3.1.5.3.6 Item 28: Towels shall be envision Multifold (GP Model 23304), or equal and have the following minimum requirements:
- A. Brown in color
  - B. Post-consumer Waste of 40% (EPA minimum requirements)
  - C. Recycled Content of 40% or (EPA minimum requirements)
  - D. Basis weight of .000052 lbs./sq.²

### 3.1.6 FOLDED TOWEL DISPENSERS

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

**3.1.6.2** Folded Towel Dispensers shall be of professional grade.

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

**3.1.6.4** Product Specifications:

**3.1.6.4.1** Item 29: Folded Towel Dispenser shall be Georgia Pacific Single Fold Towel (GP Model56701), or equal and have the following minimum requirements:

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

**3.1.6.4.2** Item 30: Folded Towel Dispenser shall be Georgia Pacific Combination C and Multifold (Z-Fold) (GP Model56650/01) or equal and have the following minimum requirements:

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

**3.1.7 MISC. PRODUCTS AND ACCESSORIES**

**3.1.7.1** Products shall be of professional grade.

**3.1.7.2** Product Specifications:

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

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

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

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- A. White in color
- B. Basis weight of .00909 lbs./sq.ʹ
- 3.1.7.2.3 Item 33: Kitchen Towels : Envision Perforated, Unbleached (GP Model 28290), or equal and have the following minimum requirements:
  - A. Brown in color
  - B. Basis weight of .00909 lbs./sq.ʹ
- 3.1.7.2.4 Item 34: Toilet Seat Covers: Safe-T-Gard (GP Model 47052), or equal and have the following minimum requirements:
  - A. White in color
- 3.1.7.2.5 Item 35: Toilet Seat Cover Dispenser: Safe-T-Gard (GP Model 57710), or equal and have the following minimum requirements:
  - A. Durable Plastic Construction
  - B. Wall Mounted
  - C. Fit Toilet Seat Covers supplied as a part of this contract
- 3.1.7.2.6 Item 36: Wipers: Brawny Industrial Light Duty, Double Ply (GP Model 29221), or equal and have the following minimum requirements:
  - A. White in color
  - B. Basis weight of .000078 lbs./sq.ʹ
- 3.1.7.2.7 Item 37: Foodservice Towels: Brawny Dine-A-Wipe (GP Model 29414), or equal and have the following minimum requirements:
  - A. White in color
  - B. Basis weight of .000066 lbs./sq.ʹ

#### 4.3.2 ADDITIONAL REQUIREMENTS

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

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**4.3.2.2 Customer Service**

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

**CONTRACT AWARD:**

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

The Price quoted must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Contract Price for items purchased under this Contract.

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

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

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

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

**4.3.5 Vendor Entered Information Calculations**

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

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

Ie. Item 17 GP 20904 Single Fold Bleached Towel.

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

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**4.3.5.2 Item Width in Feet: Width of product**

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

Ie. Item 17 GP 20904 Single Fold Bleached Towel

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

**4.3.6 Populated Information Calculations**

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

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

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

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

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

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

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

**4.3.6.5 Total Bid Cost-Summation of all Basis Total Costs**



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

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

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**5 ORDERING AND PAYMENT:**

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

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

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

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

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

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

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at various locations within the State of West Virginia.

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

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notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its Contract Price for each Eligible Item and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. Notwithstanding the foregoing, Vendor may invoice Agency for the cost of any delivery valued at less than \$200.00 provided that the vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 MISCELLANIOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Eligible Items under this Contract. Vendor shall not supply substitute items unless expressly approved in writing by the Purchasing Division.

REQUEST FOR QUOTATION  
SANPAP13: Sanitary Paper Products

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- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
  
- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to: purchasing.requisition@wv.gov showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
  
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: SANPAP13**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1<br><br><input type="checkbox"/> Addendum No. 2<br><br><input type="checkbox"/> Addendum No. 3<br><br><input type="checkbox"/> Addendum No. 4<br><br><input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6<br><br><input type="checkbox"/> Addendum No. 7<br><br><input type="checkbox"/> Addendum No. 8<br><br><input type="checkbox"/> Addendum No. 9<br><br><input type="checkbox"/> Addendum No. 10 |
|---|--|

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012