Purchase Order

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

PURCHASE ORDER NO. HOUSE14 PAGE 1

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

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

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PURCHASING DIVISION AUTHORIZED SIGNATURE

Purchase Order

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

PURCHASE ORDER NO. HOUSE14 PAGE 2

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BY ORDER

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 PURCHASE ORDER NO.
HOUSE14

PAGE 3

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GENERAL TERMS AND CONDITIONS:

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

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

▼ Term Contract

Initial Contract Term: This Contract becomes effective on May 1, 2014

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

	Fixed Period Contract:	This Contract	becomes effective upon	Vendor's receipt of the notice to
•	 proceed and must be com	pleted within	1	day

		One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
		Other: See attached.
4.	receiv	CE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ing notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the xecuted Purchase Order will be considered notice to proceed
5.	_	NTITIES: The quantities required under this Contract shall be determined in accordance with egory that has been identified as applicable to this Contract below.
	\checkmark	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.
	PRICI	NG: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere

- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- **8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
	LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.
or irresame labor/r	of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide ed checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, vocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and material payment bond will only be allowed for projects under \$100,000. Personal or business are not acceptable.
	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
	WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
	INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: or more.
	Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications

contained in the specifications prior to Contract award regardless of whether or not that

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

requirement is listed above.

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

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

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- **14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- **20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

- **30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **37. BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- **40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- **46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

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

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

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

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

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

- **52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - **b.** "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- **b.** The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: This Request for Quotation is to establish a statewide contract to supply mops, buckets, brooms and household cleaners for all West Virginia State Agencies and Political Subdivisions. It is the intention to award one contract. However, it may be split, if it is judged to be in the best interest of the State of West Virginia.
- 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 Agency" or "Agencies" means any public entity seeking to procure Eligible Items under this contract.
 - 2.2 "Adjustment to Price to Account for Concentrated Product" refers to the percentage to which the unit price will be reduced to account for a concentrated product being offered by Vendor and is calculated as described in section 4.3.
 - 2.3 "Contract" means the binding agreement that is entered into between the Purchasing Division, on behalf of the State, and the Vendor to provide Eligible Items as specified herein.
 - 2.4 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
 - 2.5 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of scouring pads priced at \$4.00 per box has a catalog price of \$4.00. A case of scouring pad boxes priced at \$40.00 has a catalog price of \$40.00).
- 2.6 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items.
- 2.7 "Discounted Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.

- 2.8 "Discounted Unit Price" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
- 2.9 "Eligible Item" means any household cleaners, mops, buckets, brooms and any housekeeping supplies that Vendor can and will provide through its Catalog under this Contract.
- 2.10 "Ounces of Product (recommended in dilution formula)" means the number of concentrated ounces of product that the manufacturer recommends combining with water in its most diluted, but still effective, formula.
- 2.11 "Ounces of Water (recommended in dilution formula)" means the number of ounces of water that the manufacturer recommends combining with concentrated product in its most diluted, but still effective, formula.
- 2.12 "Pricing Page" or "Pricing Pages" means the schedule of prices, Discount Percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFO.
- 2.13 "Purchasing Division" means the West Virginia Department of Administration Purchasing Division.
- 2.14 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
- 2.15 "RFQ" means the official request for quotation published by the Purchasing Division and identified as HOUSE14.
- 2.16 "Total Bid Cost" means the sum of the Item Total Cost column on the Pricing Pages shown below the Item Total Cost and identified as the Total Bid Cost.
- 2.17 "Unit" means the amount of an Eligible Item identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.18 "Unit Price" means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

- 2.19 "Unit Price (Adjusted for Concentrated Product)" means the Unit Price multiplied by the Adjustment to Price to Account for Concentrated Product.
- 2.20 "Units Provided for Catalog Price" means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 20 scouring pads advertised in Vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 20. A case of scouring pads advertised in the Vendor's catalog for \$40.00, each containing 12 boxes with 20 scouring pads per box, yields a Units Provided for Catalog Price of 240).
- 2.21 "Vendor" or "Vendors" means the successful bidder(s).

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Eligible Items must be listed in a current catalog(s) that contains a product line broad enough to meet requirements of this RFQ in meeting the needs of the State of West Virginia.
 - 3.1.2 Eligible Items must be sold to Agency factoring in the percentage discount listed on the HOUSE13 Pricing Pages.
 - 3.1.3 Vendors must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid and must submit verification upon request.
 - 3.1.4 Eligible Items 74, 75, 76, 77 & 78 on the Pricing Pages identified as fine and medium synthetic floor brushes must:
 - 3.1.4.1 be designed for the sweeping of smooth floor surfaces,
 - 3.1.4.2 have a block made of lacquer finished hardwood, close grain species,
 - 3.1.4.3 have two handle holes equal distance from each end at approximately 45 degree angle, tapered with 3/4" #5 acme thread,

- 3.1.4.4 have Bristles of .012 or .014 flagged or split-tip polystyrene synthetic fiber inserted in 3/16" hole,
- 3.1.4.5 be supplied without handles.
- 3.1.5 Eligible Items 81 & 82 on the Pricing Pages identified as medium rough floor brushes must:
 - 3.1.5.1 be designed for the sweeping of medium floor surfaces,
 - 3.1.5.2 have a block made of lacquer finished hardwood, close grain species,
 - 3.1.5.3 have two handle holes equal distance from each end at approximately 35 degree angle, tapered with 3/4" #5 acme thread,
 - 3.1.5.4 have Bristle trim length of + or $-\frac{1}{4}$ "
 - 3.1.5.5 must be Polymer solvent resistant synthetic fiber with a diameter of .30" and length of 3 1/4" bassine fiber,
 - 3.1.5.6 be stiff high quality fiber and have a length of 4",
 - 3.1.5.7 be supplied without handles.
- 3.1.6 Eligible Items 83 & 84 on the Pricing Pages identified as rough floor brushes.
 - 3.1.6.1 be designed for the sweeping of rough floor surfaces,
 - 3.1.6.2 have a block made of lacquer finished hardwood, close grain species, with minimum dimension of 1 1/8" thick, 3 ½" wide x length given to each item,
 - 3.1.6.3 have two handle holes equal distance from each end at approximately 45 degree angle,
 - 3.1.6.4 shall have a fiber length of $+/-\frac{1}{4}$ ",

- 3.1.6.5 must be Copolymer solvent resistant synthetic fiber with 5 1/8" in length,
- 3.1.6.6 African sherbo bassine fiber shall be 6 1/4" in length,
- 3.1.6.7 be supplied without handles.
- 3.1.7 Eligible Items 86, 87 & 88 on Pricing Pages identified as cut-end wet mop heads;
 - 3.1.7.1 must be four-ply, cut-end natural yarn, absorbent cotton and with heavy duty vinyl mesh headbands,
 - 3.1.7.2 must be premium standard head.
- 3.1.8 Eligible Items 89, 90 & 91 on Pricing Pages identified as cut-end wet mop heads;
 - 3.1.8.1 must be four-ply, cut-end natural yarn, absorbent rayon heavy duty vinyl mesh headbands.
 - 3.1.8.2 must be premium standard mesh.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: The Contract is intended to provide the State with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost on the Pricing Pages.

Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary, and to disqualify a Vendor if that Vendor's bid fails to include sufficient items to meet the State's needs.

4.2 Discount Percentage: Vendor shall attach a current catalog/price list to their bid. Vendor shall quote a Single Discount Percentage (please list a Single Discount Percentage on page 13 of the pricing page) that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount 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 Discounted Price for items purchased under this Contract.

- 4.3 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:
 - Page 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 Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Ounces of Product (recommended in dilution formula), Ounces of Water (recommended in dilution formula), Adjustment to Price to Account for Concentrated Product, Catalog Prices, Units Provided for Catalog Price, Unit Prices, , Unit Price (Adjusted for Concentrated Products), Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost, Discount Percentage for all Eligible Items and Contract Coordinator contact information. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.
 - 4.3.2. Pricing Page Calculations. The pricing pages require Vendor to insert its Ounces of Product, Ounces of Water, Catalog Price, Units Provided for Catalog Price, and Discount Percentage for each Eligible Item listed thereon. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, Item Total Cost, 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 completed.

a. Adjustment to Price to Account for Concentrated Product – The Adjustment to Price to Account for Concentrated Product is a percentage calculated by dividing the Ounce of Product by the sum of the Ounces of Product and Ounces of Water recommended in the dilution formula. Do not use this column for non-concentrated items or bleach. Vendors must submit verification from the manufacture of the dilution ratios used in this column.

Example: 1 oz. of product diluted with a 4 oz. of water would lead to 1 oz. of product divided by 5 total oz. and an Adjustment to Price to Account for concentrated Product of 20%.

b. Unit Price Calculation – The Unit Price is calculated by dividing the Catalog Price by the Units Provided for Catalog Price.

Example: \$10 per box divided by 10 scouring pads per box equals a Unit Price of \$1.

c. Unit Price Adjusted for Concentrated Product – The Unit Price Adjusted for Concentrated Product is calculated by multiplying the Unit Price by the Adjustment to Price (to Account for Concentrated Products only).

Example: If the Adjustment to Price for Concentrated Product is 20% and the Unit Price is \$1.00 the Unit Price Adjusted For Concentrated Product \$0.20.

d. Discounted Unit Price – The Discounted Unit Price is calculated by applying the appropriate Discount Percentage to the Unit Price.

Example: \$1 Unit Price reduced by 10% Discount Percentage equals a \$0.90 Discounted Unit Price.

e. Item Total Cost - The Item Total Cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.

Example: An estimated unit quantity of 10,000 scouring pads multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.

f. Total Bid Cost - The total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.

Example: Item Total Costs of \$9,000 and \$1,000 would equal to a Total Bid Cost of \$10,000. (assuming that the Pricing Pages contained only two items).

- 4.3.3. Estimated Quantities Only. The Pricing Pages contain a list of frequently purchased items and 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.
- 4.3.4. Corrections of Errors. Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors and to prevent errors in the evaluation.
- 4.3.5. 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: [roberta.a.wagner@wv.gov]

The Purchasing Division's electronic version of the Pricing Pages contain the formulas for calculating the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. Those items will be automatically populated by the Microsoft Excel Program when Vendor inserts its Catalog Price, Units Provided for Catalog Price, and Discount Percentage. Utilizing the 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.

The State requires a SINGLE PERCENTAGE DISCOUNT from the price list/eligible items, but will consider bids containing different percentage discounts for different brands, list or any eligible items. <u>ALL items on the pricing page must be from the same catalog</u>. Vendors may submit alternate bids using an additional catalog but all items on that pricing page must also be from the same catalog.

5. CATALOGS:

5.1 Submission. Vendor must submit two (2) dated copies of its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Eligible Items under this Contract.

Vendors must identify all items on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. Vendor must provide the Catalog containing identified items with its bid. Notwithstanding the foregoing, the Purchasing Division reserves the right to request that Vendor correct identification errors or omissions in the identification of items in the Catalog. Vendor's failure to identify all items may result in Vendor's bid being disqualified. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

5.2 Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract. Also, the discount from the list shall remain the same during the entire contract period, including the renewals.

If the Purchasing Division extends the offer to renew and the new catalogs have significant price increases, Purchasing may decline and rebid the commodity.

In the event that multiple vendors are awarded a contract under the RFQ, The first priority vendor shall not be permitted to include in its updated Catalog items being

sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

6. ORDERING AND PAYMENT:

6.1 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 Catalog 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.

6.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place: Vendor shall deliver standard orders within ten (10) 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. All deliveries must be made during normal working hours for the delivery locations. All shipment of products requiring a material safety data sheet (MSDS) shall include a MSDS with the product.
- 7.2 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:
 - a.) cancellation of the delayed order, and/or
 - b.) 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.

7.3 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 the original freight bill attached to the invoice.

The minimum order for pre-paid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit from a local source under the authority delegated from the Purchasing Division without violating the terms of this Contract, provided that such purchases does not exceed Purchasing Division's spending and bidding limits.

Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.

- 7.4 Quality Assurance: Verification of product quality is the responsibility of the Vendor. Upon request, Vendor shall provide the State with test data, certifications, or samples of any Eligible Item. Vendor is responsible for all costs associated with submitting these items. Vendor shall ensure that any request under this provision is fulfilled within five (5) days unless the State agrees otherwise in writing.
- 7.5 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.
- 7.6 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.

8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items. Substitution of products will be a ground for cancellation of the contract.
- 8.2 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.
- 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.

Reports will be sent to: <u>purchasing.requisitions@wv.gov</u>

- 8.4 Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify as a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
- 8.5 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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 8.6 References to Price Changes: Any reference in Vendors documents submitted in response to the RFQ to prices being subject to change are null and void. All price changes shall be in accordance to Item 5.2.

- 8.7 Pricing Pages: If you do not have enough space on the pricing pages, please attach another sheet stating the product description, manufacturer number and size. Please note: the cost you intend to bid on the specification or alternate must be provided on the pricing sheet.
- 8.8 Alternates or Equal Items: If an alternate or equal item is provided instead of the brand name, the alternate or equal must meet or exceed the specifications for the brand name item.
- 8.9 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: F. MARK Peluckette
Telephone Number: 304-541-0414 XII3
Fax Number: 304-541-0490
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Revised 10/18/2012



JIBERTY Distributors

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HOUSE 14

Products



1) Parsons' Ammonia All-Purpose Cleaner

Useful for light, general cleaning or tough jobs in diluted or full-strength form. Cleans sinks, countertops, bathroom/shower stalls, mirrors, walls, toilets, garbage disposals, tile, woodwork, scuff marks, floor wax buildup and a myriad of washable surfaces.

Item	Size	Pack	Price
SA-6151745	Gal.	4/cs	\$17.28/CS



2) Austin's A-1 Bleach

Household liquid bleach. EPA Registered. 5.25%. Dilution: 1.5 oz. to 1 gal.

Item	Size	Pack	Price
AUS-360	Gal.	6/cs	\$14.69/CS



3 & 10) Freedom Q Mop 64

This product is for use on hard, non-porous inanimate surfaces in: Hospitals, medical and dental offices and clinics, healthcare facilities, nursing homes. Supermarkets, convenience stores, retail and wholesale establishments. Institutional facilities, business and office buildings, hotels and motels. Schools, colleges, churches. 2 oz. per gallon dilution yields a fresh scented hospital grade disinfectant which kills germs on all surfaces not harmed by water.

Item	Size	Pack	Price
FL-QMOP64	Gal.	4/cs	\$42.34/CS



4) Spartan SD-20™ All Purpose Cleaner

A concentrated, synthetic all-purpose cleaner designed to accomplish an unusually broad range of maintenance tasks at low cost. Dilution: 2-4 oz. makes gallon. pH 11.3; USDA: A4.

Item	Size	Pack	Price
SP-0020-04	Gal.	4/cs	\$40.61/CS



6 & 28, 41) Freedom NA Bowl & Bathroom Cleaner

The industry stand by in a hospital grade disinfectant cleaner. Kills germs on any surface not harmed by water. This product can be used on hard, non-porous inanimate surfaces such as: Shower stalls, bathtubs and glazed tiles, toilets, urinals, restroom fixtures. Laminated surfaces, metal, stainless steel, plastic such as polyvinylchoride, polystyrene or polypropylene. Tables, chairs, desks. Comes in cases of 12 quarts

Item	Size	Desc.	Pack	Price
FL-NABOWLBAT	Qt.	#6 & #28	12/cs	\$30.94/CS
FL-NABOWLBAT-04	Gal.	#41	4/cs	\$45.68/CS



7 & 40) Spartan Fast & Easy® RTU Handi Spray® Cleaner

Hard surface and glass cleaner. Quick acting. Fast drying, fortified with ammonia. Use on any washable surface. Citrus scent. 12 per case, includes 3 trigger sprayers. pH 10.5; USDA: C1

Item	Size	Pack	Price
SP-3260	Qt.	12/cs	\$30.94/CS



8) Monk Wipes

MONK Disinfectant Wipes is a one-step disinfectant cleaner that is effective against a broad spectrum of bacteria when used as directed. They are a heavy duty disinfectant wipes that clean, disinfect and deodorize in one labor saving step. 2 buckets/CS 800 wipes/bucket.

Item	Size	Pack	Price
NTC-69800	800 ct	2/cs	\$45.36/CS



9) Claire® Stainless Steel Wipe

Specifically designed to clean and polish stainless steel. Removes stains and smudges quickly and effortlessly and leaves behind a shiny, polished finish. 9.5" x 12".

Item	Size	Pack	Price
CL-993	40 ct.	6/cs	\$73.98/CS



11) Freedom Mop-N-Go Floor Cleaner

Use for daily damp mopping of all floor types. Diluted at 2 oz. per gallon will leave no residue. Excels on all Liberty Acrylic floor finish. Highly economical. Pleasant fragrance. Controlled foam makes this product ideal for use in automatic scrubbers. Will dissolve all ice melt and hard water films, and never leave the floor with a soap haze.

Item	Size	Pack	Price
FL-MOPNGO-04	Gal.	4/cs	\$31.54/CS



12) Freedom Pro-180 Floor Finish

A metal cross-linked, acrylic floor finish with high initial gloss and durability. Excellent for schools and institutions. A true workhorse in any maintenance program. Dries to a hard durable finish that withstands daily high traffic yet responds well to low or high speed spray-buffing. Designed for low or high maintenance floor care programs.

		9	
Item	Size	Pack	Price
MIS-105360	5 Gal.	ea	\$62.64/EA



13) Spartan Shineline Baseboard & Wax Build Up Stripper

High powered foaming formulation strips wax build ups from baseboards, floor edge and corners. 12/20 oz. cans; Net 18 oz. pH 11.5. USDA: C1.

Item	Size	Pack	Price
SP-6097	20 oz. Can	12/cs	\$42.66/CS



16) Spartan PSQ® Disinfectant Cleaner

Pine scented. Quickly penetrates and emulsifies both dry and greasy soils. An excellent general purpose cleaner for use on a variety of washable surfaces. Inhibits the growth of mold and mildew. Dillute 2 oz per Gal. pH 11.0 - 11.5. 4 per case. EPA Registration Number: 5741-16.

Item	Size	Pack	Price
SP-1060-04	Gal.	4/cs	\$52.49/CS



17) Spartan Glass Cleaner

Ready-to-use. Creates a monomolecular shield which resists fingerprints. Fortified with ammonia. Dilution: 3:1. pH 10.5. USDA: C1; 4 per case.

Item	Size	Pack	Price
SP-3030-1	Gal.	4/cs	\$31.86/CS



18) Spartan Concentrated Window Cleaner

Contains distilled vinegar. No butyl. No ammonia. No rinsing required. No streaking, no filming, pleasant floral fragrance. Dilution 6 oz. makes gallon, 1:20. pH 2.5. USDA: C1; 4 per case.

Item	Size	Pack	Price
SP-3060-1	Gal.	4/cs	\$49.46/CS



19) Premier Laundry Detergent

Value-priced detergent is ideal for commercial laundry facilities, hotels and institutions. Color-safe formula attacks soil and stains without fading fabric. Leaves a fresh, clean scent.

Item	Size	Desc.	Pack	Price
SA-CPIPLD50	50 lb	Powder	EA	\$45.36/EA



21 & 22) Claire Spray Shine Furniture Polish

This product can be sprayed directly onto surface, or on a clean cloth or wipe. Use it to polish, dust and clean furniture, appliances, fixtures, plastic formica, stainless steel, chrome, vinyl, 12/CS.

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Item	Size	Pack	Price
CL-CS232	20oz	12/cs	\$41.85/CS



23) Claire Disinfectant Spray

Eliminates odors. Controls mold and mildew on hard, non-porous surfaces. 12/CS. EPA Registration Number: 706-69-84343.

Item	Size	Pack	Price
CL-CS238	20oz	12/cs	\$47.52/CS



24) Spartan Ammoniated Glass Cleaner

Ammoniated clear blue formula offers unusual cleaning characteristics. Non-filming.

Non-streaking. Retards soiling and finger printing. Quick drying. Use on windows, windshields, mirrors, display cases...any glass surface! Cost conscious users choose drum, pail or gallon package. Also available in RTU Handi Spray quarts for ultimate user convenience. Authorized for use by the USDA.

tem	Size	Pack	FIICE
SP-3261	32 oz.	12/cs	\$32.40/CS



25A) O'Dell Floor Squeegee

Non-marking blades are ideal for removal of liquids and light soil on uneven surfaces. Leaves floor dry. 12/CS

Item	Size	Color	Pack	Price
OD-SOF-24PW	24"	White	CS	\$21.60/EA



26) Claire Oven Cleaner

This heavy duty formula works on grease and caked on foods. Excellent for cleaning grills, rotisseries, stove burners, electric fry pans and other cookware. 12/CS. Active Ingredients: Orthophenylphenol (CAS No. 90-43-7)... 0.176%. Para-tertiary Amylphenol (CAS No. 80-46-6) ...0.045%. Ethanol (CAS No. 64-17-5) ...49.950%. +Other Ingredients ...49.829%. Total... 100.000%.

Item	Size	Pack	Price
CL-CS233	20 oz.	12/CS	\$41.96/CS



27) Spartan Consume® Nature's Way Odor Eliminator

A suspension of several strains of natural digesters and state-of-the-art biodegradable wetting agents that combine to clean and control odors naturally. The surfactants and digesters combine to break down and digest organic soils and odor created by food, humans, pets, and more. Contains over 200 billion digesters per gallon to quickly eat and digest the organics and their related odors for a natural cleaning process. Cleaner, odor eliminator, stain remover and drain maintainer. Dilution: Straight - 64 oz. makes gallon. pH 8.0 - 9.0

Item	Size	Pack	Price
SP-3097-1	Gal.	4/cs	\$47.25/CS



Soft, flexible pad cleans many surfaces and is safe for indirect food contact areas. Innovative white polymeric foam erases hard-to-clean stains, marks and scuffs. 2 per pack. 8 packs per case.

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Item	Pack	Price
3M-97903-8	8/2/CS	\$26.51/CS

30) Americo 745 Medium Duty Cellulose Scouring Sponge

Yellow sponge, green pad. For medium duty use. 3 3/4" x 6 1/2" x 1".

Item	Pack	Price	
AM-551010	8/5/cs	\$47 52/09	

31) Americo Kitchen Scouring Pad 6"x9" Nylon Scrub Pad. 60/CS

 Item
 Pack
 Price

 AM-510114
 60/CS
 \$91.80/CS

60/CS \$91.80/CS 32) Americo Kitchen Scouring Pad

The ideal cleaning solution for tough chores. These rust-free, splinter free cleaning pads are tough on grease and grime yet gentle on hands. Great for removing baked-on food from pots pans, baking dishes, grills and ovens. 6 boxes of 12 (72 each per case).

Item	Size	Pack	Price
AM-554756	12/6/CS	CS	\$91.80/CS

34) Loren Babo Bleach Cleaner Chlorinated scouring powder. Fast removal of stain and soils from non-porous surfaces. 24/CS

Item	Size	Pack	Price
SA-P752088	21 oz.	24/cs	\$33.43/CS



36) Spartan M95 Mild Acid Cleaner

Mild acid cleaner for tile, porcelain, china and metal. Removes soap scum. May be diluted depending upon cleaning requirement and type of surface. pH <1; USDA: A3. 12/32 oz. per case. Includes gloves with case.

Item	Size	Pack	Price
SP-7115	Ot.	12/cs	\$29.65/CS

37) Spartan Germicidal Bowl Cleanse

23% hydrogen chloride based product.
Removes stains, rust and organic build-up as it disinfects and deodorizes in one easy application. pH <1. USDA: C2. 12/32 oz. per case, includes swab mop and gloves.

Rem	Size	Pack	Price
SP-7120	Qt.	12/cs	\$29.48/CS

38) Spartan Bloc-Aid® Drain and Sewer Cleaner

Bright red, ready-to-use, non-acid, liquid drain and sewer cleaner plus maintainer. Does not contain corrosive acids. pH 13.9. USDA: L1. 12/32 oz. per case.

Item	Size	Pack	Price
SP-7380	Qt.	12/cs	\$38.12/CS

39) Zep Commercial Drain Care Build Up Remover

18 oz. Opens slow drains. Prevents clogs by cleaning and removing build. Certified biodegradable. Safe for all pipes and septic systems.

Item	Pack	Price
AMZ-ZDC16	FA	\$10 30/FA

42) Spartan TnT® Disinfectant Bathroom Cleaner

Foaming tub and tile disinfectant cleaner. Just spray and wipe, No abrasives. Bactericidal, Virucidal. 12/20 oz. cans; Net 18 oz. pH 10.7. USDA: C2.

Item	Size	Pack	Price
SP-6343	20 oz. Can	12/cs	\$44.50/CS

43) Spartan CDC-10® RTU Handi Spray® Cleaner

Clinging disinfectant cleaner. A combination of powerful surfactants with odor-killing quaternary ammonium chlorides. 12 per case, includes 3 trigger sprayers. pH 11.5-12.3. USDA: C1.

Item	Size	Pack	Price
SP-3210	32 oz.	12/cs	\$41.63/CS





44-47) Impact Spray Bottles

Plastic Bottle with Graduations. Made of polyethylene. Dilution ratios. FDA compliant. 100/CS.

Size	Desc.	Pack	Price
22oz	#44	96/cs	\$0.59/EA
Trigger 22 oz	#45	250/cs	\$0.59/EA
32oz	#46	96/cs	\$0.65/EA
Tigger 32oz	#47	250/cs	\$0.65/EA
	22oz Trigger 22 oz 32oz	22oz #44 Trigger 22 oz #45 32oz #46	22oz #44 96/cs Trigger 22 oz #45 250/cs 32oz #46 96/cs



50) Impact Urinal Blocks

ParaFree™ deodorizing products contain cleaning agents to clean and deodorize. Block enclosed in water-soluble wrap. Can be used with 501 urinal screen. 60/CS

Item	Size	Pack	Price
IMP-9423	3 oz. block	60/CS	\$23.54/CS



52) Spartan Deodorizing Rim Cage with Block for Toilet Bowl

Master case includes 6 inner cartons of 12 each rim cages. Individually wrapped with self disintegrating film. No paradichlorobenzene. USDA: C2. NABC Fresh scent. Block comes inside cage.

Item	Pack	Price
SP-8002	12/6/cs	\$26.35/CS



54) Spartan Urinal Screen w/Deodorize Block & Blue Dye Indicator

Master case includes 6 inner cartons of 12 each urinal screens and 72 poly gloves. No paradichlorobenzene. USDA: C2. NABC Fresh scent

Item	Pack	Price
SP-8001	12/6/cs	\$32.62/CS



55) MPC™ Orange-Solv Citrus Solvent Cleaner

For extremely heavy duty degreasing on machinery, equipment, grills, concrete, dumpsters, drains, grease traps, and much more. Dilution: 2 oz. per 1 gallon. All natual, contains no petroleum distillates or chlorinated solvents. Super concentrated and extremely versatile. Ideal for use on oil-based soils. Good for maintaining drains. Deodorizes while leaving behind an orange fragrance.

Size	Pack	Price
Gal.	4/cs	\$44.93/CS



56) Spartan Orange Tough® 15 RTU Handi Spray®

Spot cleaner and degreaser. d-Limonene based. 12/32 oz., double fluorinated bottles per case. Includes 3 solvent-resistant trigger sprayers. pH 8.2; USDA: C1.

tem	Size	Pack	Price
SP-2216	Ot	12/cs	\$58.43/CS



57) Freedom NA-Strip Floor Stripper

Designed for use on any water based finish, this stripper is effective for floor care programs where there is more time than normal between strippings, creating an extensive build-up of finish. Will emulsify and suspend water based floor finishes to be picked up easily. Dilution: 32 oz. makes gallon.

Item	Size	Pack	Price
FL-NA-STRIP	5 Gal	EA	\$54.00/EA



58) Freedom LemonAll Glass and Multi-purpose Cleaner

Eliminates the need for glass cleaner, spray and wipe degreaser, and hospital grade disinfectant. Ultrapure formula can be used to clean anything above the floor. The only product needed on a maid's cart. Highly economical and great performance. Very popular with end users. Comes in 12 quarts cases and handy 2.5 gallon bulk refills.

Item	Size	Pack	Price
FL-LEMONALL	32 oz.	12/cs	\$75.33/CS



59 & 62) Carlisle Wastebasket

Fire resistant, heavy duty plastic wastebasket.

Item	Size	Desc.	Pack	Price
CA-34294006	40 Qt.	#59	EA	\$54.00/EA
CA-342927-06	28 Qt.	#62	EA	\$18.63/EA



60-61) Carlisle Refuse Container

Step-on-style, for use in public labratories, kitchens and hospitals.

Item	Size	Desc.	Pack	Price
CA-34614502	18 Gal.	#60	EA	\$168.37/EA
CA-346144-02	12 Gal.	#61	EA	\$147.64/EA



63-64) Carlisle Round Garbage Container

Bronco™ Waste Container, 32 gallon, round, grey.

Item	Size	Desc.	Pack	Price
CA-341032-23	32 Gal	#63	EA	\$51.25/EA
CA-341033-23	Lid	#64	EA	\$16.74/EA



65-66) Carlisle Round Garbage Container

Whether you are using Carlisle's large 55 gallon waste container for trash or storage, you can expect to get a long lasting, durable product that is built to last.

Item	
CA-341055	-23
CA-341056	23

Size	Desc.	Pack	Price
55 Gal	#65	EA	\$111.02/EA
Lid	#66	EA	\$37.31/EA

67) Carlisle Dolly

Dolly fits 20, 32, 44, and 55 gal containers for safe transport of heavy loads. Twist-to-lock. Non-marking. Indoor/Outdoor.

U		9	

CA-36911

Pack	Price
EA	\$65.77/EA



68) Carlisle Roll Away Container

Bronco Waste Container Roll-Away, 50 gallon, hd axle, deep-pocket foot tilt, hinged lid flips open 270°, snaps shut, grey.

Item	Size	Pack	Price
CA-345050-23	50 Gal	EA	\$186.41/FA



69) Impact Utility Pail

Mill-galvanized 24 gauge steel. Seams protected with sealant. Heavy corrugations for strength. Embossed graduations and a 1/4" steel rod reinforcing the rim.

Item	Size	Pack	Price
IMP-410	10 QT	EA	\$23.33/EA



70-71) Impact Heavy Duty Bucket

Rugged heavy-duty constructed of high density polypropylene. Molded pour spouts. Embossed graduations, quarts and liters. Resists acids, alkalies, chemicals, and cleaning compounds. Made of USDA approved materials

Item	Size	Desc.	Pack	Price
IMP-5510	10 QT	#70	EA	\$9.77/EA
IMP-5514	14 QT	#71	EA	\$17.66/EA



72) Carlisle Waste Receptacle with Lid

Self-closing counter balance door closure. Indoor/Outdoor. Fire safe.

Item	Size	Desc.	Pack	Price
CA-343122-06/CA-343123-06	18 Gal.	Can &	EA	\$94.01/EA
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73) Americo 20" Floor Pads

20" pads for stripping, scrubbing, buffing and burnishing.

Item	Desc.	Pack	Price
AM-401220	White Polish	5/cs	\$23.00/CS



74 & 81) Carlisle 14" Push Broom

Durable rubber squeegee built into block. 12/CS.

Item	Pack	Price
CA-36395	CS	\$13.77/EA



75-78 & 82) O'Dell Push Brooms

The finest long lasting fibers set in hardwood blocks. All push brooms will accept standard threaded handles. Black Polypropylene Fiber is ideal for highly finished floors. Tough enough for outdoor sweeping as well. Maroon Poly Fiber is a man-made coarse fiber. Great for heavy duty use in a commercial or industrial setting. Impervious to water. Grey polypropylene fibers are soft flagged grey plastic fibers ideal for sweeping fine dust and dirt on smooth surfaces.

Item	Size	Desc.		Pack	Price
OD-FC18G	18"	Grey Flagged	#75	12/cs	\$9.99/EA
OD-FC24G	24"	Grey Flagged	#76	12/cs	\$13.23/EA
OD-FC36G	36"	Grey Flagged	#78	12/cs	\$30.19/EA
OD-BP24	24"	Poly Fiber	#82	6/cs	\$13.01/EA



79) O'Dell Dust Mop Metal Threaded Handles

Standard threads to fit multiple products.

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Item	Size	Pack	Price
OD 0160	15/16" v 60"	12/00	SE DAIEA



80) O'Dell Dual Surface Brush

Multi surface and dual surface deck scrubs have crimped synthetic bristles set into structural foam blocks with one threaded handled hole.

Item	Pack	Price
OD-DSSB	EA	\$12 96/FA



83-84) O'Dell Street Brooms

Coarse natural palmyra or synthetic fibers push heavy debris from streets, sidewalks and parking lots. Either style may be used wet or dry.

Item	Size	Desc.	Pack	Price
OD-SB10006	16"	#83	12/cs	\$12.58/EA
OD-SBP10006	16"	#84	12/cs	\$12.91/EA



85) O'Dell Dust Mop Wood Tapered Handles

Available in various sizes.

Item	Size	Pack	Price
OD-0854	1 1/8" x 54"	12/cs	\$4.32/EA



86-88) O'Dell Economy 4 Ply Cotton Cut-End Mopheads

Our most economical line of mopheads. Suitable for a wide range of cleaning jobs. Cotton mopheads require limited break in to remove natural oils from the fiber. A great value at a modest price.

Item	Size	Desc.	Pack	Price
OD-5316F	16 oz.	#86	12/cs	\$4.16/EA
OD-5320F	20 oz.	#87	12/cs	\$4.86/EA
OD-5324F	24 oz.	#88	12/cs	\$5.56/EA



89-91) O'Dell Premium 4 Ply Rayon Cut-End Mopheads

Our most popular rayon cut-end mophead. Rayon provides immediate absorbency and extra wear. Low linting and needs no break in. Ideal for general cleaning and finish

	applications. 1 1/4" polyester tape headband			
Item	Size	Desc.	Pack	Price
OD-2316F	16 oz.	#89	12/cs	\$5.40/EA
OD-2320F	20 oz.	#90	12/cs	\$6.10/EA
OD-2324F	24 oz.	#91	12/cs	\$7.51/EA



92, 93 & 96, 97) O'Dell 400 Series 4 Ply Blend Looped-End Mops

Open end spun cotton/rayon/synthetic yarn for strength and durability. 5" headband. Launderable.

Item	Size	Color	Desc.	Pack	Price
OD-400S-WHT	Small	White	#92	12/cs	\$6.37/EA
OD-400M-WHNB	Medium	White	#93 & #96	12/cs	\$7.83/EA
OD-400L-WHNB	Large	White	#97	12/cs	\$9.94/EA



94) O'Dell Clinger Magnetic Cut-End Dust Mop Refills

Synthetic yarns with superior pick up ability. The static charge created when using this product attracts and holds fine dust particles. No treatment is required. Keyhole style synthetic backing withstands repeated laundering.

Item	Size	Color	Pack	Price
OD-CL185B	18x6.5	Blue	12/cs	\$11.02/EA



95) O'Dell Economy Bowl Mop

Acrylic yarn and I beam handles combine to make a superior cleaning mop. Will not scratch porcelain fixtures. 12" handle.

Item	Pack	Price
OD-DBW	100/cs	\$1.19/EA



98) O'Dell Wet Mop Plastic Quick Change Handles

Features a durable polypropylene molded head for corrosion resistance, while a thumbwheel and side gate facilitate fast and easy changes. Wide head accommodates any size mop.

Recommended for narrow band mopheads.

Item	Size	Desc.	Pack	Price
OD-C-8P60	1" x 60"	Fiberglass	12/cs	\$14.42/EA



99) O'Dell 24" Loop End Dust Mop

4 ply blended yarns. Looped ends reduce linting and provide longer wear. Standard slot pocket construction.

Item	Pack	Price
OD-HL245BSP	12/CS	\$14.42/EA



100) O'Dell Dust Mop Frame and Clip-On Handle

A variety of frames are available to fit our selection of dust mops. Available 12" to 72".

Item	Size		Pack	Price
OD-F245/OD-H600	24" Long Frame,	Frame &	12/cs	\$15.55/EA



101) Freedom Bright Shine Floor Finish

A high solids floor finish that provides diamond like clarity and brilliant gloss, along with extended wear properties never before available in one product. Will respond beautifully to conventional, high, or ultra-high speed floor equipment after weeks of wear and traffic when used with a spray buff or mopon restorer. Saves enormous amounts of time and labor by requiring less maintenance.

Item	Size	Pack	Price
FL-BRIGHT	5 Gal.	EA	\$92.88/EA



102) O'Dell Mop Bucket & Wringer

This 35 quart Mop Bucket is made of impact resistant high density polypropylene, with 3" non-marking swivel casters and protective bumpers. Down press wringer featuring a corrosion-resistant handle. Accommodates 12–32 oz. mops. Rust-resistant spring provides a long useful life.

Item	Size	Pack	Price
OD-MBW35Y-DP	35 QT	EA	\$92.72/EA

Freedom



Freedom Fresh Bowl Low Acid Bowl Cleaner

This product is designed to clean, disinfect and deodorize toilet bowls and urinals. When used as directed, this formulation exhibits effective disinfection against Salmonella choleraesuis, Staphylococcus aureus and Pseudomonas aeruginosa in addition to preventing odors caused by microorganisms.

Item	Size	Pack	Price
FL-FRESHBOWL	32 oz.	12/cs	\$42.60/CS



Freedom Purple Knockout Heavy Duty Degreaser

Heavy duty work horse purple degreaser. Superb and economical product has been the stand by in our line up from the beginning. Comes in easy carry 2.5 gallon containers and handy 5 gallon pails. Can be used in pressure washers. Popular in mining and industrial applications.

Item	Size	Pack	Price
FL-PURPLE-1	Gal.	4/cs	\$40.60/CS
FL-PURPLE-2.5	2.5 Gal.	2/cs	\$46.76/CS



Freedom Blue Film Free All Purpose Cleaner

Used for deep scrubbing Floor Finish prior to re-coat. Penetrates embedded soil and suspends dirt for effective recovery. NON RINSE formula means reduced labor. Can be used for general cleaning as well. When used as directed, this all-purpose cleaner aggressively removes embedded soils and scuffs in the top layers of floor finish, and prepares the surface for re-coating with minimal rinsing required.

Item	Size	Pack	Price
FL-BLUE-1	Gal.	4/cs	\$53.80/CS
FL-BLUE-2.5	2.5 Gal	2/cs	\$63.24/CS



Freedom Enzyme Bright General Purpose Cleaner

Deodorizing floor or General Purpose Cleaner with a pleasant spice fragrance. Eliminates odors and cleans by breaking down and digesting soil at its source. Keeps drains open and dries leaving surfaces bright, clean and smelling great. Great for kitchen and bathroom floors or any place foul odors and dirt exist.

Item	Size	Pack	Price
FL-ENZYME-1	Gal.	4/cs	\$81.04/CS
FL-ENZYME-2.5	2.5 Gal.	2/cs	\$97.32/CS



Freedom Klear Vu

A blend of surfactants, sequestering agents, and solvent alcohol. Formulated to quickly penetrate dust, grease, soil and smoke on all windows and other glass surfaces. Leaves glass with absolutely no residues or streaks. Ideal for use on windows, doors, mirrors, display cases, countertops and windshields. For use on all glass surfaces indoors or outdoors, this non-ammoniated formula is safe for use on Plexiglas and tinted windows. 12 case quarts of a streak free glass cleaner. Also available in gallons packed 4 per case

Item	Size	Pack	Price
FL-KLEARVUQT	32 oz.	12/cs	\$54.06/CS



Freedom Little John Disinfectant Cleaner

A low acid bathroom cleaner formulated to remove lime and hard water deposits, soap scum, rust, gray and yellow stains from toilet bowls, urinals, and other acid resistant surfaces.

Item	Size	Pack	Price
FL-LITTLEJOH	32 oz.	12/cs	\$34.78/CS



Freedom Foam-N-Go Concentrate

A special formulation of broad spectrum odor neutralizers that erase any unpleasant odors. The readyto- use formula is designed to correct pollution odors caused by bacterial or chemical decomposition in any given area and freshen the indoor air. This product will not leave stains on surfaces not harmed by water. Dilution at 4 ounces per gallon of water creates an economical, lemon fragranced, hospital grade disinfectant.

Item	Size	Pack	Price
FL-FOAMNGO-4	Gal.	4/cs	\$44.62/CS



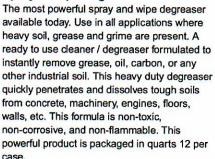
Freedom Top Gun All-Purpose Degreaser

A ready to use, fast-acting, heavy-duty cleaner formulated to clean all washable surfaces. The nonabrasive formula penetrates and removes the most stubborn stains and leaves surfaces sparkling clean. Free of harsh fumes, this product leaves surfaces with a fresh citrus scent. All-purpose spray and wipe degreaser comes in cases of 12 quarts.

Item	Size	Pack	Price
FL-TOPGUN	32 oz.	12/cs	\$44.82/CS



Freedom Speed-Away Heavy Duty Spray & Wipe Degreaser



Item	Size	Pack	Price
FL-SPD-AWAYQT	32 oz.	12/cs	\$50.16/CS



Freedom Spray & Glow Spray Buff

A blend of polymers, surfactants, and mild solvents that removes all black heel marks and dirt, replacing them with a brilliant shine that will upgrade the original gloss of the finish. Simply spray on floors and polish with spray buff pad. Saves time and money because less frequent recoating is necessary, as well as extending time spans between stripping.

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Item	Size	Pack	Price	
FL-SPRAYBUFF	32 oz.	12/cs	\$59.70/CS	



Freedom Strip Mine Floor Stripper

Our best seller and best stripper. Highly effective on all acrylic floor finishes. 3/1 ratio and a 5 minute dwell will produce desired results. Rinse once with fresh water when recovered. Recoat when floor is dry. May be used as a no-scrub stripper or with a rotary floor machine and pad depending on the concentration of the product and the condition of the floor.

Item	Size	Pack	Price
FL-STRIPMI-2.5	2.5 Gal.	2/cs	\$88.88/CS
FL-STRIPMINE	5 Gal.	EA	\$86.00/EA



Freedom Mop On Restorer - High Speed Floor Restorer

A concentrated floor restorer that is the ideal companion product for use with any high speed maintenance program. This product Cleans floors and brings back shine. It will not powder or streak. Regular use of keeps floors looking great day after day. Ideal for use in auto scrubbers.

Item	Size	Pack	Price
FL-RESTORE	2.5 Gal.	2/cs	\$77.22/CS



Freedom Diamond Mine Nano Infused Floor Finish

Highest quality all -purpose floor wax available anywhere. Unique Nano Formulation means no yellowing or soil penetration. Does not need burnishing. Responds very well to scrub and recoat programs. Use in high traffic areas where extreme ware patterns exist. Great sealer too

Item	Size	Pack	Price
FL-DIAMOND-2.5	2.5 Gal.	2/cs	\$127.24/CS
FL-DIAMOND	5 Gal.	EA	\$125.74/EA



Freedom Pinnacle Floor Finish

Excellent baseline floor finish. Can be used as a sealer. Great for Scrub and Recoat applications where burnishing does not take place. Economical product. Dries to a hard durable finish that withstands daily high traffic yet responds well to low or high speed spray-buffing. Designed for low or high maintenance floor care programs.

Item	Size	Pack	Price
FL-PINNACLE-2.5	2.5 Gal.	2/cs	\$103.76/CS
FL-PINNACLE	5 Gal.	EA	\$102.26/EA



Freedom Ultra Flex High Solids Ultra Compatible Floor Finish

The highest standard in acrylic floor finish. Easy to maintain in wash and burnish applications. Long life, great shine, highly re-coatable. The go-to finish where highest quality standards exist. This high-solids finish requires fewer coats and provides superior gloss, excellent durability and superior leveling. New chemistry allows the finish to form good film even in poor drying conditions. Excellent response with any type of UHS equipment - propane, battery, or cord electric. Easy to apply and ideal for weekly burnishing.

Item	Size	Pack	Price
FL-ULTRAFLEX-2.5	2.5 Gal.	2/cs	\$140.00/CS
FL-ULTRAFLEX	5 Gal.	EA	\$138.50/EA





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