



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

Purchase Order

PURCHASE ORDER NO.
 SANPAP05A

PAGE
 1

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

CHANGE ORDER
 3

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

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

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

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

 TRIADELPHIA WV 26059

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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/18/2006		NET 30		550677029			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #03				
	CHANGE ITEM 12 AS FOLLOWS DUE TO A MANUFACTURER PACKAGING CHANGE:						
	KLEENEX ROLL TOWEL IS NOW PACKED 6 PER CASE (FORMERLY 12 PER CASE); NEW STOCK NUMBER IS KC-50606; COST IS \$27.50 PER CASE.						
	SEE THE ATTACHED LETTER FROM VENDOR.						
	ATTACHED CONTRACT PRICING PAGE REFLECTS THE CHANGE, REVISED 7/28/2006.						
	*****NO ADDITIONAL CHANGES*****						
	PREVIOUS PO TOTAL==>		OPEN		END		
	PO NET CHANGE (+)==>						

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JUL 25 2006

Beverly Tolson

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

10377-21-06

OPEN END

TOTAL

Dawn W. Ward

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



LIBERTY DISTRIBUTORS, INC.

PO Box 498, Rt. 40 East
Triadelphia, WV 26059
304-547-0414

July 14, 2006

Ms. Betty Francisco
State of WV Dept. of Administration
Purchasing Division
PO Box 50130
Charleston, WV 26305-0130

Re: Item Number Change and Quantity Pack Change

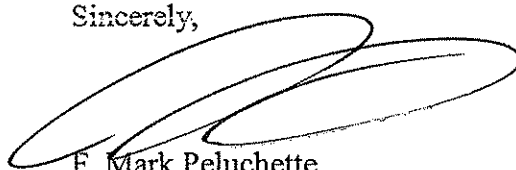
Dear Ms. Francisco:

This letter is to serve you as notification of the re-packaging of Item #KC-50600, the Kleenex Roll Towel, packed 12 per case at a cost of \$55.00 per case. This item was listed as line item #12 on your state contract.

Please be advised that the Kleenex Roll Towel is now packed 6 per case with the new Item Number of KC-50606 and a cost of \$27.50 per case.

Should you have any questions or need any further information, please feel free to contact me.

Sincerely,



F. Mark Peluchette
President

/sjp

RECEIVED
2006 JUL 17 A 10:35
PURCHASING DIVISION
STATE OF WV

SANPAP05A

Pricing/Information Sheet		Mfg	Vendor:		Liberty Distributors		Case Price
Description	Model		Rolls or Pkg Per Case	Sheet size	Sq Ft Per Case		
1 Toilet Tissue, Rolls Single Ply	5105	Scott	96	4.5"x4.4"	13200	\$40.29	
2 Tissue, Toilet, Jumbo Rolls, Single Ply	5672	Scott	12	3.7"x2m"	7400	\$25.55	
3 Tissue, Toilet, Rolls, Two-Ply, Facial Quality	17713	Kimberly Clark	60	4.5"x4"	3787.5	\$33.75	
4 Covers, Toilet Seat, Half-Fold, flat, covers per case, 4 in dispensing carton	HG5000	Hospico	20		5000/case	\$36.35	
5 Tissue: Facial, Two-Ply	8700	Scott	36	7.5"x8.4"	1575	\$16.72	
6 Hand Towels, Multi-Fold, unbleached, Single-Ply Sheet	1820	Scott	10	9"x9.5"	2375	\$13.46	
7 Hand Towels: Single-Fold, Unbleached, Single Ply Sheets	1800	Scott	16	9"x10.7"	2675	\$13.11	
8 Hand Towels, C-Fold, Unbleached, Single-Ply Sheet	1095	Scott	12	10"x10.6"	1766.66	\$14.59	
9 Hand Towels: Non perforated roll, unbleached, single ply sheet	1860	Scott	12	8"	2800	\$15.24	
10 Hand Towels: Bleached, household type, two-ply, perforated roll,	1655	Scott	30	11"x8.6"	1675.2	\$17.14	
11 Towels: Food Service, Heavy Duty	5925	Kimberly Clark	300ea	12.5"x23.5"	611.97	\$29.76	
12 Towels: (Must fit automated touchless dispenser item 17.)	50606	Kimberly Clark	6	8"	4800	\$27.50	
13 Wipers: Industrial Paper, Medium Duty	5320	Kimberly Clark	18	9"x10.5"	1476.56	\$32.44	

SANPAP05A

Pricing/Information Sheet	Description	Mfg	Vendor:		Liberty Distributors		Case Price
			Model	Rolls or Pkg Per Case	Sheet size	Sq Ft Per Case	
14	Dispenser: Toilet tissue roll, open style; open style, single roll, heavy duty construction; Pricing must be per individual dispenser.	Impact	2500	12			\$7.50
15	Dispenser: Toilet Tissue roll, open style; enclosed style, jumbo roll. Pricing shall be per individual dispenser.	Scott	9682	1			\$18.00
16	Dispenser: Hand Towel, non-perforated roll; Unbleached single-ply sheet. (This is for use with item 9.) Pricing shall be per individual dispenser.	Kimberly Clark	9736	1			\$20.00
17	Dispenser: Automated Touchless (This is for use with item 12.) Pricing shall be per individual dispenser.	Kimberly Clark	9703	1			\$35.00
18	Toilet tissue, 2 ply, 500 sheets/roll	Scott	5137	96	4.5 x 3.75	5,625.00	\$33.75
	# of Days ARO for Delivery (Bids listing more than 15 days will not be considered.)		10				
	Contract Coordinator:	Mark Peluchette					
	Toll Free Telephone Number:	1-800-828-9920					
	Telephone Number:	1-304-547-0414					
	Fax Number:	1-304-547-0490					
	E-Mail:	markp@libertydistributors.com					



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CHANGE ORDER
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

I N V O I C E T O

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

V E N D O R

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

S H I P T O

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
07/18/2006	NET 30	550677029	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER: SANPAP05A		
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	640-75-01-001	VARIOUS SANITARY PAPER PRODUCTSS AN			
		SIGNATURE _____	DATE _____		

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE