



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**  
 00

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**  
 5

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

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

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

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/31/2006	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 #05		
THE ITEM # FOR WHITE SWAN FACIAL TISSUE HAS CHANGED FROM ITEM #SC-08700 TO ITEM #SC-08300. THIS IS LINE ITEM #5 ON THE CONTRACT.  THE PRICE, SHEET AND CASE COUNT WILL REMAIN THE SAME.  REFER TO ATTACHED PRICING PAGES REVISED 8/28/2006.  *****NO ADDITIONAL CHANGES*****					
					STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  SEP 5 2006  <i>Beverly Toler</i>
				PREVIOUS PO TOTAL==>	OPEN END
				PO NET CHANGE (+)==>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  1687 8-31-06

**TOTAL**

*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*  
 BETTY FRANCISCO 304-598-0468  
 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

August 28, 2006

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

**Re: Item Number Change**

Dear Ms. Francisco:

This letter is to serve you as notification of the Item Code change of Item #SC-08700, the White Swan Facial Tissue to the new Item Code of #SC-08300. This item was listed as line item #5 on your state contract.

Please be advised that the price, sheet and case count will remain the same – the only change is the Item Number.

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

Sincerely,

F. Mark Peluchette  
President

/sjp

**RECEIVED**  
2006 AUG 30 A 9:26  
PURCHASING DIVISION  
STATE OF WV

**SANPAP05A**

Pricing / Information Sheet		Mfg	Liberty Distributors		Case Price
Description	Model		Rolls or Pkg Per Case	Sheet size	
1 Toilet Tissue, Rolls Single Ply	5105	96	4.5"x4.4"	13200	\$40.29
2 Tissue, Toilet, Jumbo Rolls, Single Ply	5672	12	3.7"x2m"	7400	\$25.55
3 Tissue, Toilet, Rolls, Two-Ply, Facial Quality	17713	60	4.5"x4"	3787.5	\$33.75
Covers, Toilet Seat, Half-Fold, flat, covers per case, 4 in dispensing carton	HG5000	20		5000/case	\$36.35
5 Tissue: Facial, Two-Ply	8300	36	7.5"x8.4"	1575	\$16.72
Hand Towels, Multi-Fold, unbleached, Single-Ply Sheet	1820	10	9"x9.5"	2375	\$13.46
Hand Towels: Single-Fold, Unbleached, Single Ply Sheets	1800	16	9"x10.7"	2675	\$13.11
Hand Towels, C-Fold, Unbleached, Single-Ply Sheet	1095	12	10"x10.6"	1766.66	\$14.59
Hand Towels: Non perforated roll, unbleached, single ply sheet	1860	12	8"	2800	\$15.24
Hand Towels: Bleached, household type, two-ply, perforated roll,	1655	30	11"x8.6"	1675.2	\$17.14
11 Towels: Food Service, Heavy Duty	5925	300ea	12.5"x23.5"	611.97	\$29.76
Towels: (Must fit automated touchless dispenser item 17.)	50606	6	8"	4800	\$27.50
13 Wipers: Industrial Paper, Medium Duty	5320	18	9"x10.5"	1476.56	\$32.44

**SANPAP05A**

Pricing / Information Sheet		Description	Mfg	Model	Rolls or Pkg Per Case	Liberty Distributors		Case Price
						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					



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**  
 \_\_\_\_\_

**BLANKET RELEASE**  
 00

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.

**CHANGE ORDER**  
 5

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

**INVOICE TO**

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

**VENUE FOR**

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

**SHIP TO**

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

<b>DATE PRINTED</b>	<b>TERMS OF SALE</b>	<b>FEIN/SSN</b>	<b>FUND</b>
08/31/2006	NET 30	550677029	
<b>SHIP VIA</b>	<b>F.O.B.</b>	<b>FREIGHT TERMS</b>	<b>ACCOUNT NUMBER</b>
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	CAT. NO.	ITEM NUMBER	DESCRIPTION		QTY	DATE
					RECEIPT TICKET FOR PURCHASE ORDER:		SANPAP05A	
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