



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

State of West Virginia Master Agreement

Order Date: 10-17-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0708 0700 ABC2500000004 1	Procurement Folder:	1508795
Document Name:	Distribution & Transportation for WVABCA	Reason for Modification:	
Document Description:	Distribution & Transportation for WVABCA		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-02-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2028-01-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000214094 LB&B ASSOCIATES INC 9891 BROKEN LAND PKWY STE 400 COLUMBIA MD 21046 US Vendor Contact Phone: 4109269195 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Betty L Hodge Requestor Phone: 304-356-5513 Requestor Email: betty.l.hodge@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US	ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US

Total Order Amount:

Open End

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: *10/23/2024*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *10/23/2024*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *10-23-24*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, LB&B Associates Inc., agrees to enter into this contract with the agency, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA), for the distribution & transportation of liquor beverages from the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143 per the specifications, terms and conditions, Addendum #1 issued 9/30/2024, and the vendors submitted bid response dated 10/04/2024 all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80141702			CASE	3.210000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Wholesale distribution services - CASE

Extended Description:

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish an Open-End Contract to provide distributions & transportation for liquor beverages from the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143 per the specifications and instructions contained in the solicitation.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80141702			hour	90.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Wholesale distribution services - HOUR

Extended Description:

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish an Open-End Contract to provide distributions & transportation for liquor beverages from the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143 per the specifications and instructions contained in the solicitation.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of Three (3) years Beginning February 1, 2025. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ West Virginia Alcohol Transportation Permit

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: see below per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ \$1,000,000.00 per occurrence (\$5,000,000.00 for two or more persons) Cargo Insurance
\$95,000.00 for each truck.

☐

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☐

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ - 0708 - ABC2500000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)


- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

LB&B Associates Inc.

Company



Authorized Signature

10/4/24

Date

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

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

(Printed Name and Title) Graham B. Thompson, Vice President

(Address) 9891 Broken Land Pkwy - STE 400 Columbia, Maryland 21046

(Phone Number) / (Fax Number) 919.624.6686

(email address) gthompson@lbbncabc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

LB&B Associates Inc.

(Company) 

(Signature of Authorized Representative)

Graham B. Thompson, Vice President 10/4/24

(Printed Name and Title of Authorized Representative) (Date)

919.624.6686

(Phone Number) (Fax Number)

gthompson@lbbncabc.com

(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Alcohol Beverage Control Administration (WVABCA) to establish a contract for a Vendor to provide distribution and transportation services for liquor from the WVABCA Warehouse located at 97 Independent Ave., Nitro WV 25143 as specified in the Scope of Work.

The WVABCA maintains control of all wholesale bailment sales of alcoholic beverages to licensed retail outlets and assures that all laws, rules and regulations relating to the sale of alcoholic liquors in West Virginia are strictly enforced. WVABCA is requesting qualified vendors to provide distribution and transportation services from WVABCA Warehouse to licensed retail outlets around the state as set forth below.

*This was previously solicited as CRFQ ABC2100000010 and bids opened on 3/23/2021. Vendors may review previous bid results at:
<http://www.state.wv.us/admin/purchase/Bids/FY2021/B020210323.html>.*

Scope of Work:

At the direction of WVABCA, to manage and operate the distribution and transportation activities of the WVABCA, or its successor agency, at a delivery rate set per standard case of alcoholic liquors delivered to licensed retail outlets for a period of three (3) years commencing upon award of this contract and potentially, with three(3) one year renewals of the contract (renewals are not automatic or guaranteed), for a total period of six years. For the same period of time, to deliver small quantities on short notice from the WVABCA warehouse to any licensed retail outlet, when such deliveries are caused by unforeseen issues with retail outlet level inventories the validity of such problems to be determined by the WVABCA at the delivery rate set per standard case. For the same period of time, to provide a separate set hourly rate for transportation services of supplies and equipment for the WVABCA.

The Vendor agrees to distribute and transport alcoholic liquors, supplies and equipment in accordance with the terms and conditions of the contract, from the WVABCA Warehouse in Nitro, WV to licensed retail outlets.

[See Attachment 2 – Sets forth an example of the current delivery schedule, subject to change (throughout period of time of the contract), as required by the WVABCA from the warehouse to the designated licensed retail outlets and other pertinent data.]

This contract, along with any and all documents, books of accounts, corporate records, stockholders, ledgers, etc. of the Vendor shall be available at all times for inspection by the authorized employees of the WVABCA, by the officers or employees of the State Auditor of West Virginia or any other governmental agency as directed by the WVABCA.

Qualified Vendor to provide distribution and transportation services

Additional attachments with examples for the Vendor to evaluate and submit Pricing Pages to provide the delivery rate set per standard case of alcoholic liquors (4.1.1a) delivered to licensed retail outlets and providing a separate set hourly rate for transportation of supplies and equipment (4.1.1b) for the WVABCA.

- (1) List of current active franchise store listing, an example, subject to change during the contract period.
- (2) Current weekly schedule of deliveries, an example, subject to change during the contract period.
- (3) Total monthly historical cases delivered for fiscal years 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023.
- (4) Estimated list of equipment used for distribution and transportation of spirits from WVABCA Warehouse to licensed retail outlet.
- (5) Example Cost Sheet (bid form)
- (6) You may wish to review 175 CSR 1, 175 CSR 5 and 175 CSR 6, available at <http://apps.sos.wv.gov/adlaw/csr/>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

2.1 “Contract Services” means the services under Section 4.

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as ATTACHMENT 5.

2.3 “RFQ” means the official request for quotation published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

- 3.1. Vendor shall meet the qualifications and requirements and provide the Agency with the Contract Services listed below on an open-end and continuing basis, as described in Section 4.

4. MANDATORY REQUIREMENTS:

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. The Vendor shall:

Qualified Vendor to provide distribution and transportation services

- 4.1.1 (A)** Transport at such times and in such quantities as required, any and all alcoholic liquors, supplies and equipment for the WVABCA to and from and within all counties and cities in the State of West Virginia, which have been established, or which may be hereafter established as licensed retail outlets as provided in Chapter 60 of the West Virginia Code of 1931, as amended, at a delivery rate set per standard case for all alcoholic liquors **(B)** and at a set hourly rate for transportation services of supplies and equipment for the WVABCA. This is for delivery/pick-up to Surplus Property, to deliver alcoholic beverages to Waste Management to be destroyed and any related delivery or pickup for the WVABCA. Delivery/Pick-up can possibly be furniture, equipment and/or pallets, but not limited to.
- 4.1.2** Transport, without charge, from said licensed retail outlets to the warehouse or other place or places in the Charleston, West Virginia area, as designated, when trucks, tractors and trailers are returning from such points, alcoholic liquors, confiscated parts of stills such as copper coils and copper boilers; and all empty cases and fiber containers of alcoholic liquors, said empty fiber cases or containers to be bundled by the personnel of the WVABCA or licensed retail outlet, as appropriate.
- 4.1.3** Properly execute all orders for transportation as contemplated by this agreement, issued by the WVABCA. A schedule (Attachment #2) of times of regular deliveries to and from each licensed retail outlet shall be furnished to the Vendor from time to time by the WVABCA, and the WVABCA hereby reserves the right to change said schedule without notice to the Vendor. The WVABCA will set all preferred delivery routes, schedule and times for the Vendor. All extra and special shipments shall be delivered promptly (within the same day unless otherwise communicated). The loading and dispatching of all trucks or vehicles operating under this contract shall be under the direction of the WVABCA as to time and method of loading and unloading.
- 4.1.4** Furnish all necessary labor and equipment incidental to the loading and unloading of the Vendor's trucks and other vehicles at the WVABCA warehouse and the Vendor shall perform all such loading and unloading of the Vendor's trucks and other vehicles at the WVABCA warehouse. The WVABCA will pick, palletize and shrink-wrap all orders of

Qualified Vendor to provide distribution and transportation services

alcoholic liquors. The Vendor shall train and certify its employees or independent Vendors on its equipment incidental to the loading and unloading of its trucks and other vehicles at the WVABCA warehouse prior to performing such tasks and provide the certifications to the WVABCA warehouse manager. The Vendor assumes all responsibility and liability for the alcoholic liquors, parts of stills, empty or partial cases, supplies and equipment upon acceptance of the alcoholic liquors, parts of stills, empty or partial cases, supplies and equipment for loading onto the Vendor's trucks and other vehicles. The WVABCA warehouse manager or his or her designee may determine at certain times to assist the Vendor in loading and unloading of the Vendor's trucks and other vehicles at the WVABCA warehouse. The Vendor shall perform all unloading of its trucks and other vehicles at licensed retail accounts and shall place such shipments inside the building of the respective consignees (Retail Accounts). The Vendor shall place the shipments in such location or locations as may be designated by the retail account, from time to time, for the receipt of such alcoholic liquor shipments or for parts of stills, empty or partial cases, supplies and equipment. The hours of operation dedicated to the loading and unloading of all the Vendor's trucks and other vehicles at the WVABCA warehouse will be specified by the WVABCA. The Vendor must cut wooden pallets, furnished by WVABCA, to an adequate size specified by the WVABCA and shall keep on site an adequate supply, as determined by the WVABCA, of such pallets available at all times.

- 4.1.5** Make available for the exclusive use for the purpose of this contract, and during the life of this contract, adequate number of qualified and trained drivers of tractors, trailers, trucks, rollers, and dollies, said tractor trailers, and trucks, to be in first class condition and which shall be maintained in such condition at all times. Rollers and dollies shall be of sufficient quality and quantity to meet the varied and specific needs of each individual licensed retail outlet. (See Attachment 4 for Estimated List of Equipment)
- 4.1.6** Require, during the life of this contract, that each tractor, trailer and truck used in fulfilling this contract shall have the following; a valid license, a Public Service Commission stamp, a WVABCA liquor transportation permit, a fuel stamp and an identification number. Each

Qualified Vendor to provide distribution and transportation services

tractor, trailer and truck used for this contract must be equipped with a telecommunication device (cell phone). The Vendor may have additional equipment to electronically (GPS) track each of its vehicles.

4.1.7 Upon award, provide a complete list of all tractors, trailers and trucks used in fulfilling this contract, which list shall include the make, model, year, identification number and license number of said tractors, trailers and trucks.

4.1.8 Indemnify and save harmless the WVABCA from any and all loss on account of theft, breakage or damage of any kind to alcoholic liquors, parts of stills, empty cases, supplies and equipment from the time such goods are received by the Vendor, whether at the warehouse or at some other location, and until the same are placed in position in the said licensed retail outlets and other places provided for in this contract, and to accept the sole responsibility and risk for all such alcoholic liquors, parts of stills, empty cases, supplies and equipment in transit and for the safe warehousing, transportation and delivery thereof.

That for the purpose of this contract, alcoholic liquors, parts of stills, empty cases, supplies and equipment shall be deemed to be in transit from the time they are set apart at the point of origin of the shipment, and custody thereof for loading and transportation is taken by the Vendor, until the same are delivered inside the building of the consignee, put in the place or places designed for the receipt of such goods, and such receipt is acknowledged in writing by the consignee.

4.1.9 Upon award of this contract, purchase and maintain, at its expense, cargo insurance from a reputable insurance company or companies licensed to do business in the State of West Virginia, in the amount of not less than Ninety-Five Thousand Dollars (\$95,000.00) for each truck or conveyance transporting alcoholic liquors on behalf of the WVABCA. Further at all times, a copy of the current, paid premium receipt on said insurance be maintained at the WVABCA warehouse. The WVABCA must be notified of any change, including cancellation of said insurance.

Qualified Vendor to provide distribution and transportation services

That the liability of the Vendor under this contract shall in no way be lessened or limited by reason of the fact that the Vendor is required to or does carry insurance herein before provided for.

- 4.1.10** Use labor approved by the WVABCA, and to certify to the WVABCA a list of all drivers of tractors and trucks and employees employed by the Vendor in and about the performance of this contract, and to furnish with said certified list four photographs of each driver or employee, three of which shall be filed with the WVABCA, with two of the three photographs to be retained in a conspicuous place in the WVABCA Warehouse. All identification cards shall be issued by the Vendor and after being signed by the manager or other proper official employed by the Vendor shall be submitted for approval to the WVABCA. Each driver and employee of said Vendor shall be required to carry such identification card on his person, together with his photograph securely attached thereto, and in the event such a driver or employee of such carrier is no longer an employee, said Vendor shall recover the card and photograph and return the same to the WVABCA.
- 4.1.11** Abide by such WVABCA rules, regulations policies and procedures regarding the handling of shipments and the keeping and furnishing of records concerning the same, as the WVABCA may from time to time adopt. The Vendor must have a superintendent, or person in authority at the WVABCA Warehouse, at all times when shipments are being made, and during all normal WVABCA operating hours. The superintendent or person in authority shall be subject to the approval of the WVABCA and may require a background check.
- 4.1.12** Render to the WVABCA a monthly statement not later than the fifteenth of each month, showing the amount due the Vendor for services rendered under this contract during the immediately preceding calendar month.
- 4.1.13** Comply with the laws of the State of West Virginia and with all rules and regulations of the West Virginia Department of Motor Vehicles and the West Virginia Public Service Commission in the operation and use of trucks or other vehicles under this contract.

Qualified Vendor to provide distribution and transportation services

- 4.1.14** Make available to fulfill this Contract quantities and quality of equipment and qualified trained personnel, available upon immediate notice, to meet a peak daily load or delivery requirement of twenty thousand (20,000) cases. It is recognized that the “normal” load or delivery requirement is a much lower figure than this twenty-thousand (20,000) case requirement, but that because of seasonal or other factors, a shipment or loading of this volume or higher may at times be required. (See Attachment 4 for Estimated List of Equipment).
- 4.1.15** Maintain, at the expense of the Vendor, a central depot or staging area in the Charleston, West Virginia vicinity, for adequate fleet of tractors, trailers and other rolling stock and equipment to insure the immediate availability of such equipment to meet the WVABCA transportation demands under this contract.
- 4.1.16** The Commissioner may, in his discretion, permit a limited number of tractors, trailers and other rolling stock to be temporarily located on the WVABCA Warehouse premises for the convenience of the WVABCA.
- 4.1.17** Provide each delivery person a complete list of the licensed retail outlet accounts (See Attachment #1) being delivered that day; the delivery route, time, and place, including licensed retail outlet phone numbers and a contact person. Such list must be placed in each delivery truck or tractor trailer being used for that day’s routes delivery.
- 4.1.18** Vendor should provide each delivery person a telecommunication device (cell phone) capable of contacting each licensed retail outlet regarding the daily schedule and also the Vendor’s superintendent at the WVABCA Warehouse.
- 4.1.19** In the event of a disruption in the daily delivery schedule, require each delivery person to contact each licensed retail outlet not yet serviced to inform them of any delay. Additionally, they shall advise the licensed retail outlet the approximate time of their delivery. Each delivery person will contact his superintendent who will then contact the manager of the WVABCA Warehouse. This must be done at each and every instance that such a disruption occurs.

Qualified Vendor to provide distribution and transportation services

4.1.20 At all times, must have replacement drivers employed and will have available, at all times a contingency plan when the regular delivery person is on vacation, sick, unavailable, etc. All delivery drivers, whether they are regular drivers or replacement drivers, must be knowledgeable of the locations of every licensed retail outlet account serviced by the WVABCA. Additionally, the Vendors must provide written directions to each delivery driver for each and every licensed retail outlet. Such written directions must be kept with the driver during all deliveries.

4.1.21 Not be permitted, nor its delivery person, to transport any other vendors' goods, products, or equipment to or returning from any licensed retail outlet or other such location.

4.1.22 Provide the WVABCA with 90 days advance written notice prior to the expiration of this Contract regarding whether it desires to extend this Contract.

4.2 Additional Contract Services, Requirements and Deliverables: The WVABCA will assist in the Contract Services as noted below. The WVABCA shall:

4.2.1 Use the Vendor for the purpose of transporting all shipments of alcoholic liquors, supplies, and equipment to and from and within Charleston, West Virginia area, to and from and between points within all counties and cities in the State of West Virginia which have been established therein, or which may be hereafter established as licensed retail outlets. Note, that in unique situations, as determined by the Commissioner, certain small quantities, or quantities may be transferred by an authorized representative of WVABCA, in order to take care of special requests/orders or to address a lack of demand in some brand or brands, and also emergency transfers occasioned by the closing of a licensed retail outlet. No charge shall be made by the Vendor for the return to the warehouse from the licensed retail outlets.

4.2.2 Securely bundle all empty fiber cases or containers; said cases along with parts of stills and other cases, including wooden cases, to be returned by the Vendor without charge to the WVABCA Warehouse

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when trucks or other vehicles are returning from the delivering of alcoholic liquors, supplies and equipment to licensed retail outlets.

- 4.2.3 Furnish in writing, to the Vendor, the rules and regulations as to the keeping of records and the manner of handling shipments, which rules and regulations may be altered or amended, from time to time, by the WVABCA as it shall deem proper.
- 4.2.4 Require that the term “case” or “standard case” referred to in this contract shall mean a container of alcoholic liquors containing one size and one type of alcoholic liquor in quantities to be determined by WVABCA and each with a unique WVABCA code.
- 4.2.5 Provide, at the WVABCA’s expense and determination, the Vendor with limited shared office space with the WVABCA and all appropriate and reasonable utility services, except for internet services, for the Vendor to have a non-designated space or desk located at the WVABCA Warehouse.
- 4.2.6 Require that the term “licensed retail outlet” as used in this contract shall have the same meaning as “retail outlet” as defined in 175 CSR 1 §2.38. and 175 CSR 5 §2.35.
- 4.2.7 Assume no liability or responsibility for any damages to persons or property that may result from the handling or transportation of alcoholic liquors or other tangible personal property under this contract, and that the foregoing requirements as to insurance shall not be construed as an admission of liability or responsibility on the part of WVABCA for damages for an injury whatsoever to persons or property.
- 4.2.8 Assign its own personnel to the warehouse to carry out duties as assigned by the WVABCA such as completing purchase orders, billing and similar activities. Equipment to be utilized by WVABCA personnel, as well as employment costs associated by such personnel, will be the responsibility of the WVABCA.

5. CONTRACT AWARD:

Qualified Vendor to provide distribution and transportation services

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor **Must** complete the Pricing Page as noted in the *EXAMPLE* provided herein. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5.3 Bid Process: No Vendor, directly or indirectly, through or by its directors, officers, principal stockholders, partners, employees, agents or otherwise, shall have any interests in any distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, malt liquor, wine, spirits or other liquor. Conversely, no distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, malt liquor, wine, spirits or other liquor shall have directly or indirectly, any interest in the business of any person, corporation, partnership or other legal entity submitting bids.

The WVABCA in its discretion may investigate the background of any employee or prospective employee of the Vendor or the background of any director, officer, principal stockholder, partner or agent of the Vendor who owns or controls more than ten percent (10%) of the assets of the Vendor. Depending upon the results of any such background investigation, the WVABCA may, without incurring any liability, pursue any appropriate course of action it deems necessary to maintain the integrity and security of its warehouse, distribution and transportation activities.

Each bidder **Must** submit a Pricing Page (Attachment #5)
(see attached **example** below) containing:

- (a) a bid for providing distribution and transportation services for alcoholic liquors at a delivery rate set per standard case (bids with a sliding scale of rates or index of rates will be disqualified); and
- (b) a set hourly rate for transportation of supplies and equipment for the WVABCA.

5.4 EXAMPLE PRICING PAGE:

Qualified Vendor to provide distribution and transportation services

The State shall award this contract according to the following information on the Pricing Page. Failure to follow and meet bid responsibilities and requirements and any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services. The amount of cases and amounts of hours are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

Years 1-3 Base Contract, the amount of bid will be the same for the first three years. Renewal years 4-6 have the option to increase the bid. If no bid amount is entered for the renewal years, the amount of the base contract bid will be applied for the renewal years.

Hourly Rate for Transporting Supplies & Equipment for the WVABCA. This is for delivery/pick-up to Surplus Property, to deliver alcoholic beverages to Waste Management to be destroyed and any related delivery or pickup for the WVABCA. (See Section 4.4.1)

The following is an example of the format which must be used to award the contract to the vendor with the lowest calculated Total Cost:

Following is an ***EXAMPLE*** of a bidder's Pricing Pages:

	Estimated Quantity	Vendor Rate	Extended Rate
(Year 1-3 Base Contract)	2,400,000 x	<u>\$1.00</u> per case	<u>\$2,400,000.</u>
Renewal Year- Year 4	800,000 x	<u>\$1.05</u> per case	<u>\$840,000.</u>
Renewal Year-Year 5	800,000 x	<u>\$1.07</u> per case	<u>\$856,000.</u>
Renewal Year-Year 6	800,000 x	<u>\$1.09</u> per case	<u>\$872,000.</u>

Hourly Rate for Transporting
Supplies & Equipment for
WVABCA

Qualified Vendor to provide distribution and transportation services

(Estimated 40hr yearly 120 Hours x \$1.00 per hour \$120.00
See Section 4.1.1)

TOTAL BID AMOUNT: **\$4,968,120.00**

Delivery rate per standard
Case (Bids with a sliding
Scale of rates or index will
Be Disqualified)

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against the Contract.
7. **PAYMENT:** Agency shall pay monthly as invoiced by the Vendor as stated in this contract, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In case access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Qualified Vendor to provide distribution and transportation services

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures, as determined by the Commissioner.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a Vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications, deliverables and requirements contained herein.

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

10.1.4. Failure to remedy deficient performance upon request.

10.1.5. Failure, neglect or refusal to furnish distribution or transportation services in such manner as provided in this contract so as to ensure full compliance therewith, or if the Vendor fails, neglects or refuses to furnish distribution or transportation service that is satisfactory, or to comply with any of the requirements, contract services, deliverables, or terms and conditions of this contract.

10.2. The following remedies shall be available to the Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. The Director of Purchasing for the State of West Virginia, at the written request of the WVABCA, may employ other persons necessary to supply the deficiency in distribution or transportation service caused by such failure; or the Director of Purchasing for the State of West Virginia, upon written request of the WVABCA, may cancel this contract after giving thirty (30) days written notice to the Vendor, and in its discretion, the WVABCA may purchase said distribution in the open market, or upon competitive bidding, the Vendor to remain liable

Qualified Vendor to provide distribution and transportation services

for all damage sustained on the account of such non-compliance or failure, including the difference, if any, between the cost of distribution or transportation service so purchased and the price for which the Vendor agreed to furnish the same under this contract. In the determination of the question whether there has been such non-compliance by the Vendor with the contract as to warrant either action above stated, the decision of the WVABCA shall be final.

10.2.4. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

ATTACHMENT 5
REQUEST FOR QUOTATION
Qualified Vendor to provide Distribution and Transportation Services

PRICING PAGE

WV Alcohol Beverage Control Administration Distribution and Transportation Services.

VENDOR WILL BID ON 3 YEAR BASE CONTRACT AND PRICE FOR RENEWAL YEARS 4, 5, AND 6

	Estimated Quantity	Vendor Rate	Extended Rate Rate
(Year 1-3 Base Contract)		\$ 3.21 per case	
Renewal Year- Year 4		\$ 3.47 per case	
Renewal Year-Year 5		\$ 3.64 per case	
Renewal Year-Year 6		\$ 3.82 per case	
Hourly Rate for Transporting Supplies & Equipment for WVABCA			
(Estimated 40hr yearly See Section 4.1.1-B)		\$ 90.00 per hour	

TOTAL BID AMOUNT:

Delivery rate per standard
Case (Bids with a sliding
Scale of rates or index will
Be Disqualified)

Vendor Name (PRINT): LB&B Associates Inc.

Vendor Signature:

