



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information

[Contact](#)

[Default Values](#)

[Discount](#)

[Document Information](#)

[Clarification Request](#)

Procurement Folder: 1508795

Procurement Type: Central Master Agreement

Vendor ID: VS0000047019

Legal Name: Exel Inc. dba DHL Supply Chain

Alias/DBA: DHL Supply Chain

Total Bid: \$0.00

Response Date: 10/08/2024

Response Time: 11:17

Responded By User ID: DHLABCWV2

First Name: Michael

Last Name: Keck

Email: michael.keck@dhl.com

Phone: 6822518231

SO Doc Code: CRFQ

SO Dept: 0708

SO Doc ID: ABC2500000006

Published Date: 9/30/24

Close Date: 10/8/24

Close Time: 13:30

Status: Closed

Solicitation Description: Distribution & Transportation for WVABCA

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder: 1508795
Solicitation Description: Distribution & Transportation for WVABCA
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-08 13:30	SR 0708 ESR09242400000002225	1

VENDOR
VS0000047019
Exel Inc. dba DHL Supply Chain

Solicitation Number: CRFQ 0708 ABC2500000006
Total Bid: 0
Response Date: 2024-10-08
Response Time: 11:17:44
Comments: Our proposal is non-binding. We reserve the right to negotiate the final terms and conditions. Any prices provided are for reference and are not final.

FOR INFORMATION CONTACT THE BUYER
Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Wholesale distribution services - CASE	0.00000	CASE	2.970000	0.00

Comm Code	Manufacturer	Specification	Model #
80141702			

Commodity Line Comments: Our proposal is non-binding
 We reserve the right to negotiate final terms and conditions
 Our commercial terms are Cost plus DHL management fee
 Our proposal is based on our proposals assumptions, a review of those assumptions will provide opportunity to adjust price if required

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	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Wholesale distribution services - HOUR	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80141702			

Commodity Line Comments: We propose cost plus where all DHL encountered costs are recovered and DHL charges a management fee based on a margin percentage applied to the costs.

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.



October 8th, 2024

360 Westar Blvd
Westerville, OH 43082

Mr. Joseph Hager III, Procurement Manager
2019 Washington Street, East
Charleston, WV 25305
(304) 558-2306
joseph.e.hageriii@wv.gov

Re: Solicitation No – CRFQ 0708 ABC2500000006

Dear Mr. Hager III,

We appreciate West Virginia's decision to include DHL in the ongoing conversation involving this opportunity. We provided our bid response with the condition it is non-binding with alternative terms and conditions that support the business. We have a strong desire to support the State of West Virginia with transportation delivery services for the Alcohol Beverage Control products. We believe we have the expertise and capabilities to make this business a success.

To achieve this success, we would like to sit down with the appropriate subject matter experts from West Virginia along with DHL experienced operational team to finalize the right solution and therefore the costing. We strongly believe there are some big areas of opportunity to save West Virginia significant costs. We also would like to tour the WV ABC warehouse to understand the flow and scheduling for loading and departure times during that same meeting together.

These recommended partnership meetings could provide a better solution that is sustainable and achieves West Virginia's objectives in securing a new provider for your alcohol beverage business.

We are looking forward to engaging with your team and please reach out to me to coordinate our participation in your next steps.

Thank you,

Michael Keck

Michael Keck
Sr. Director Business Development
DHL Supply Chain
682-251-8231 mobile
michael.keck@dhl.com

DHL Dedicated Fleet Proposal For West Virginia Alcohol Beverage Control



October 8th, 2024

DHL Supply Chain Proposal

West Virginia ABC DHL Account Teams



Michael Keck
Account Owner



Dusty Eby
Transportation Solutions



Jason Rowe
VP Operations



Roger Payne
Director of Operations



Ryan Gable
General manager of
Operations



Austin Segers
Director of Business
Development

The proposal covers the following

- 1 DHL capabilities overview
- 2 Real Life successes DHL has had with other shippers
- 3 West Virginia Alcohol Beverage Control network
- 4 Network overview, profile, design assumptions
- 5 Operational overview
- 6 Budget overview, commercial structure, timeline, next steps



DHL Supply Chain Dedicated Fleet

Fleet Facts/Stats

Site/Delivery Map

- ❖ 1,000 Class 8 Trucks
- ❖ 500 Class 6 Trucks
- ❖ >3,000 Trailers
- ❖ 100+ Sites and Domiciles
- ❖ 1000+ Routine Routes
- ❖ 10 Million Miles per Month
- ❖ >100K Deliveries per Month
- ❖ 2,200 Drivers



DHL SUPPLY CHAIN

NORTH AMERICA

SIZE AND SCALE

DHL Supply Chain is the
WORLD'S LARGEST
and most global 3PL



521
operating sites



50k+
total associates



161M
square feet
of space



60
Fortune 500
customers

ENVIRONMENTAL COMMITMENT

DHL Group will invest
\$7.4 BILLION+
until 2030 to reduce greenhouse gas emissions



All new buildings are
CARBON NEUTRAL



100%
electricity consumption is
from renewable sources

ALL IN ON INNOVATION



1600+
innovations
implemented



100+
innovation vendor
engagements



100%
of sites have AD
technology



CERTIFIED AGAIN

2023 Great Place to Work in both
the US and Canada

Gartner

MAGIC QUADRANT

DHL is a Gartner certified Leader
for Global 3PLs


Largest Logistics Service Provider of Beer, Wine and Spirits in North America


40+ years delivering supply chain excellence to many of the world's top trusted Beer, Wine and Spirits Brands


LINE UP ALL THE **BOTTLES** WE HANDLED **LAST YEAR** THEY CIRCLE THE **EARTH** **35.6 TIMES**


DHL Solutions

 **Warehousing** 2.5 Million + Sq.Ft. (17 locations)


 **Sales Channels** B2B, Wholesale, E-Commerce

 **VAS** Packaging, Retail Labeling, QC

 **Final Mile Delivery** 1K + vehicles, Parcel Solutions

 **Temp Control** Warehousing, Transportation

 **Reverse Logistics** Refurb, Disposal, Keg Maintenance

 **Freight Forwarding** Ocean (LCL, FTL), Air

Operational Highlights

- + 2,400 WH Associates & Drivers
- + 115K Ocean Containers Received
- + 5 Million Kegs Delivered
- + 400 Million Cases Delivered
- + 300K Live Store Deliveries
- + 12K Suppliers
- + 90,000 SKUs



Sample Manufacturers

 BOSTON BEER co.
ESTD. 1984

 AB InBev

 Heineken

 Jose Cuervo



BACARDÍ

DIAGEO

Sample State / Province Control Boards

 Ohio Liquor Control Commission

 LCBO

 LCB pennsylvania
LIQUOR CONTROL BOARD

 AGLC
Alberta Gaming & Liquor Commission



Sample Distributors, Brokers, Importers

 OPICI FAMILY
DISTRIBUTING

 Beam SUNTORY



Real Life Successes

Value creation examples for integrated operations

● Shuttle ○ Store Delivery ● Dray ● Yard trucks



Boston Beer

Type: Shuttle
Volume: 17k annual
Region: NE, MW
of drivers: 20
Year started: 2020
Success: Safe Operations



7-11

Type: Store Delivery
Volume: 2.25mn annual
Region: E, SE, SW, NW
of drivers: 846
Year started: 2004
Success: Shelf fill rate 98%- SC Redesign



General mills

Type: Shuttle
Volume: 178k annual
Region: MW
of drivers: 22
Year started: 2018
Success: Productivity



P&G

Type: Shuttle
Volume: 59k annual
Region: NE, MW
of drivers: 135
Year started: 2008
Success: Carbon emission reduction/CNG, trailer pool, integrated with DC



Discount Tire

Type: Store Delivery
Volume: 80K annual
Region: All US
of drivers: 250
Year started: 2006
Success: Dynamic routing, IB/OB pairing, Store delivery



ADS

Type: Store Delivery
Volume: 49K annual
Region: All US
of drivers: 128
Year started: 2019
Success: Service to retailers



EVs for Yard

Type: Yard Trucks
Region: All
of drivers: 50+
Year started: 2015
Success: Carbon reduction & integrated to operation



Liquor control board

Type: Store Delivery
Volume: 24.3m annual
Region: NE, MW
of drivers: 121
Year started: 2013
Success: .04% shrink, USD \$2m in savings



Keter

Type: Dray/Port to DC
Volume: 11k annual
Region: SE
of drivers: 18
Year started: 2022
Success: Safe Operations



Smuckers

Type: Shuttle
Volume: 5k annual
Region: MW
of drivers: 14
Year started: 2021
Success: Integrated workforces



Mizkan

Type: Shuttle
Volume: 7k annual
Region: MS
of drivers: 16
Year started: 2019
Success: Safe Ops, cost and flexibility

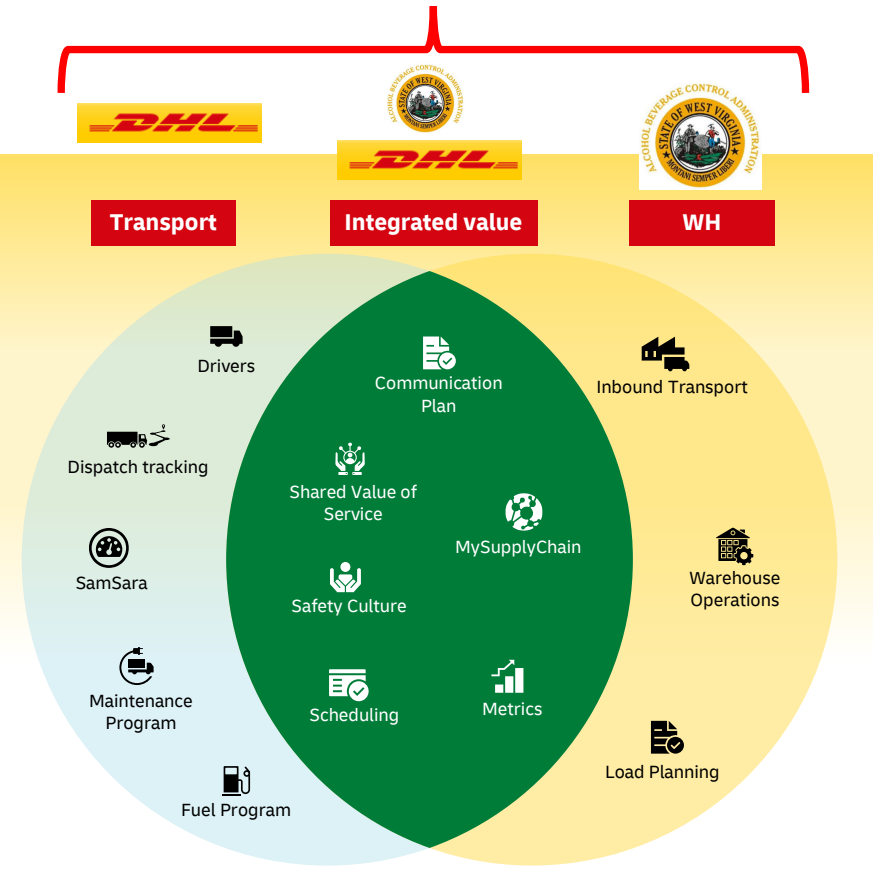
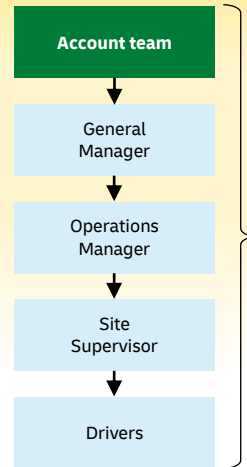


Beam

Type: Shuttle
Volume: 10k annual
Region: MS
of drivers: 10
Year started: 2014
Success: Streamlined DC deliveries

High Level Concept of Operations

- 1 Integrated Value
- 2 Partnership for success
- 3 Integrated approach
- 4 Transportation metrics to improve holistically
- 5 Visibility from order to delivery



WEST VIRGINIA ABC

ALCOHOL BEVERAGE CONTROL DISTRIBUTION



State of West Virginia has issued a tender to market for delivery transportation services of alcohol beverages from the West Virginia ABC warehouse located at 97 Independent Ave, Nitro, WV 25143 to WV ABC licensees (customers) locations throughout the state of West Virginia.

182 retail locations (licensees)

5 days per week operation

4-5 static routes daily

Operator to provide:

-equipment, labor,
management for services



NET REVENUE

WV distributes its net revenue into one avenue:

- General Fund (100%)



Figures are from FY 2022

\$31,625,184

FY 2022 Operating Revenue

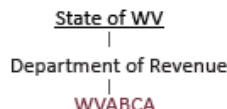


From 2003 through 2022, the West Virginia Alcohol Beverage Control Administration has contributed more than \$435.8 million to the state.

WV ABC - Overview

AGENCY

The **West Virginia Alcohol Beverage Control Administration (WVABCA)** is a revenue generating state agency under the West Virginia Department of Revenue. The WVABCA's mission is to regulate and control the manufacture, sale, distribution, transportation, storage and consumption of alcohol while assuring the greatest degree of personal freedom consistent with the health, safety and welfare of every West Virginian. The WVABCA's core functions are; enforcing the laws and regulations, performing all licensing functions and operating a wholesale Distribution Center in a cost efficient manner.



WET and DRY COUNTIES

In 2020, the entire state became "wet" with the passage of House Bill 4525. In West Virginia, the term "wet" applies only to off-premises retail sales of alcoholic liquors. The new law set up guidelines for a county or municipality to remain "dry".

At the present time, the Town of Brandonville is the only dry area in the state.

Over 21+ Population--July 2021
Census.gov

1,358,876

HISTORY

The WVABCA was created in 1935. In 1981, the state privatized wine sales. In 1990, a law was passed to discontinue all retail sales of alcohol by the state, but it retained the distribution of liquor. Two hundred and fourteen state liquor stores were bid out to allow the private sector to purchase retail liquor outlet stores in assigned market zones in 1990 and 1991. Every ten years the Retail Liquor Licensing Board RLLB reviews the market zones and the existing number of retail liquor outlet stores in the state to direct the WVABCA to proceed with the rebid. The 2020-2030 bidding process resulted in the awarding of 182 retail liquor outlet licenses. This generated \$53,388,715 for the General Revenue Fund, up nearly \$15 M over the 2010-2020 licensing bid total.

ENFORCEMENT

The Enforcement Division is committed to enforcing state laws pertaining to the sale, purchase, transportation, manufacture, consumption, and possession of alcoholic beverages.

Some of the duties of the Enforcement Division include:

- Initial inspection for licensing purposes
- Background checks on applicants for a WVABCA license
- Inspections of Class A and Class B licensed establishments
- Inspections to ensure that premises are properly licensed
- Responding to complaints received from the public regarding violations
- Underage alcohol compliance checks

NETWORK OVERVIEW, SOLUTION PROFILE, AND ASSUMPTIONS

US TRANSPORT – STORE DELIVERIES

DHL Qualifications

The solution includes the use of dedicated equipment and trained drivers and flexible scheduling to meet the unique needs of each WV ABC licensee customer

Value delivered to WV ABC



- High volume of experienced ABC deliveries daily: Ohio, New Hampshire, Pennsylvania
- Reliability of tier 1 service provider
- Consistent high customer satisfaction
- Equipment procurement leveraging DHL contracts
- Experience in alcohol beverage industry, regulatory, compliance
- Strength of Continuous Improvement program
- Depth of our Resources
- Functional area subject matter experts
- Transportation solution engineering resources
- Transparency, open book commercial strategy to build partnership

Customer benefits



- Alcohol delivery experience, quality and accuracy
- Visibility to time sensitive product
- Continuous improvement to optimize delivery routes for most efficient delivery

Characteristics



- Ability to meet tight and accurate delivery requirements
- Route optimization reducing fuel costs and minimize travel time
- Mobile accessibility allowing drivers to access necessary information on the go

Solution Executive Summary

Distribution & Transportation for WVABCA



Input for design

Evaluated current routing and store locations provided to validate proper driver, equipment and other resource requirements.

- | | |
|--------------------------------|-----------|
| • Annual Deliveries | 9,516 |
| • Average Cases Per Delivery | 90 |
| • Number of Delivery Locations | 182 |
| • Additional Trade Show Cases | 50K – 65K |



Solution

Analyzed volume and activity to determine fleet sizing, staffing, capital and system requirements

Collaborated with internal functional teams to gain sector business and operational insights, learnings to confirm assumptions and strategies

- | | |
|-------------------------------------|-----|
| • Total Number of Routes | 24 |
| • Total Number of Drivers | 8 |
| • Average Number of Stops Per Route | 7.6 |
| • Avg Miles per Route | 314 |
| • Total Routes with Layovers | 3 |

Design Assumptions

The proposed solution is based on the following assumptions:

Routing	Delivery	Equipment & Capacity
<ul style="list-style-type: none">• PC Miller v. 36 road network<ul style="list-style-type: none">• Average speed: 49 MPH• Adhered to DOT driver hours of service rules<ul style="list-style-type: none">• Targeted 40-45 hrs/week per driver• Pre / Post trip: 30 minutes• Layover time as required: 10 hours• Route dispatch days Mon - Fri• Delivery days Mon – Fri• 260 operating days per year• Estimated Toll costs included• Origin : 97 Independent Ave, Nitro WV<ul style="list-style-type: none">• Equipment will be parked on site at this ABCA facility	<ul style="list-style-type: none">• Dealer stop times based on the following:<ul style="list-style-type: none">• 90 cases per delivery• 50% Hand Unload/50% Pallet Unload• Hand Unload Deliveries: 27 minutes• Pallet Unload Deliveries: 15 minutes• Total annual cases delivered is 891,848• No known vehicle size restrictions or noise ordinances• No known delivery window constraints• All 182 stores receive weekly deliveries (52 weeks per year)• Total of 40 moves required to support the annual trade show	<ul style="list-style-type: none">• 48’ trailers for liftgates included for all deliveries• Maximum case capacity of 48’ trailer: 1,250 cases

DHL Dedicated Fleet Solution



DHL's Dedicated Fleet solution ensures predictable service, on-time delivery, cargo security, and a single point of accountability.

What we do for WV ABC:

- Execute retail deliveries from the Nitro, WV site and the determined retail network on a scheduled basis
- Control the fleet shuttle operation from the Nitro, WV site with a dedicated Transportation Manager and supporting on-site operation executing the network
- Efficiently manage power, trailer, and driver resources to ensure safe, secure and productive operations.

How we do it:

- Unified management team for transportation operations, providing a single point of contact.
- A fleet safety program that ensures safe operations across our fleet, including 1500 power units, 3000 trailers, and 2200 drivers.
- Driver engagement programs that guarantee a high-quality driver pool and turnover rates below the industry average.
- DHL utilizes Telematics and supporting tools to enhance productivity, visibility and analytics.

Benefits

- **Capacity:** Assured transportation capacity that meets your demands and service requirements.
- **Cost:** Predictable and transparent fleet costs with the ability to secure backhaul revenue with open capacity.
- **Control and Accountability:** Single management team enhances communication and control for streamlined operations.
- **Cargo Security:** Ensure security of your cargo with screened drivers and route monitoring.

Proof Points:

For a technology capital equipment manufacturer, DHL provides both warehouse and fleet shuttle operations for high value cargo. The fleet operates on a schedule that ensures timely movement of material across the client's regional warehouse and manufacturing sites. Each conveyance is scanned on and off the trailer for material accountability. Routes are monitored in real-time for any route excursions.

DHL Solution Design Assumptions

TRANSPORTATION

Origin DC is Hub Industrial Park - 97 Independent Ave., Nitro WV 25143

Total Annual Cases is 891,848

Delivery to 182 store locations weekly

Assume 90 cases per delivery

Assume 50% of stops are hand unload and 50 % of the stops are pallet unload

Assume 27 minutes per stop for hand unload (based on 200 case per hour unload rate)

Assume 15 minutes per stop for pallet unload (based on 350 case per hour unload rate)

27.0

15.4

All deliveries to be made with 48' trailers equipped with Liftgate

15 minutes for pre-trip and 15 minutes for post trip time

30 minute breaks

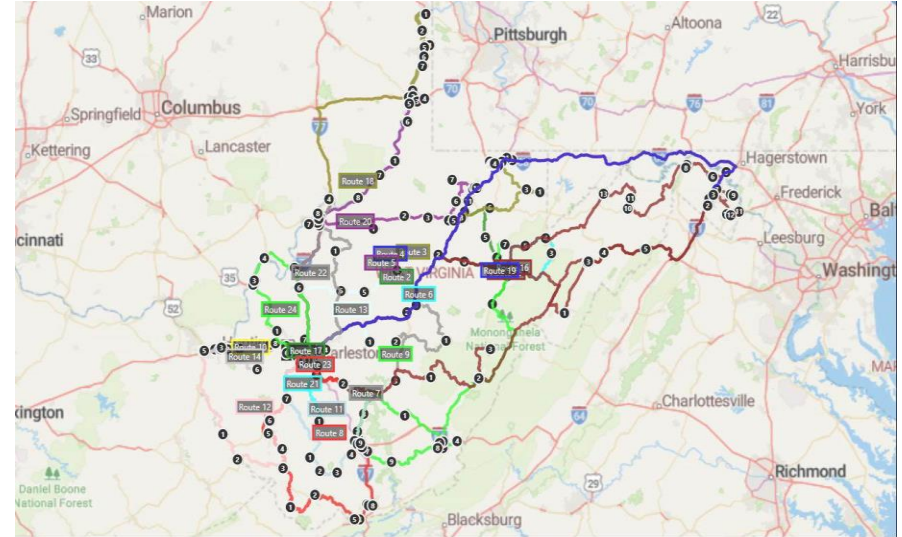
Assumed no equipment constraints

Assumed no delivery window constraints

Equipment will be parked on site at ABCA Warehouse in Nitro, WV

Trade Show:

Annual Cases	36,912
Total cases per move	1,250
Total Moves Required	30
% of Product Returned	33.3%
Total Return Moves Required	10



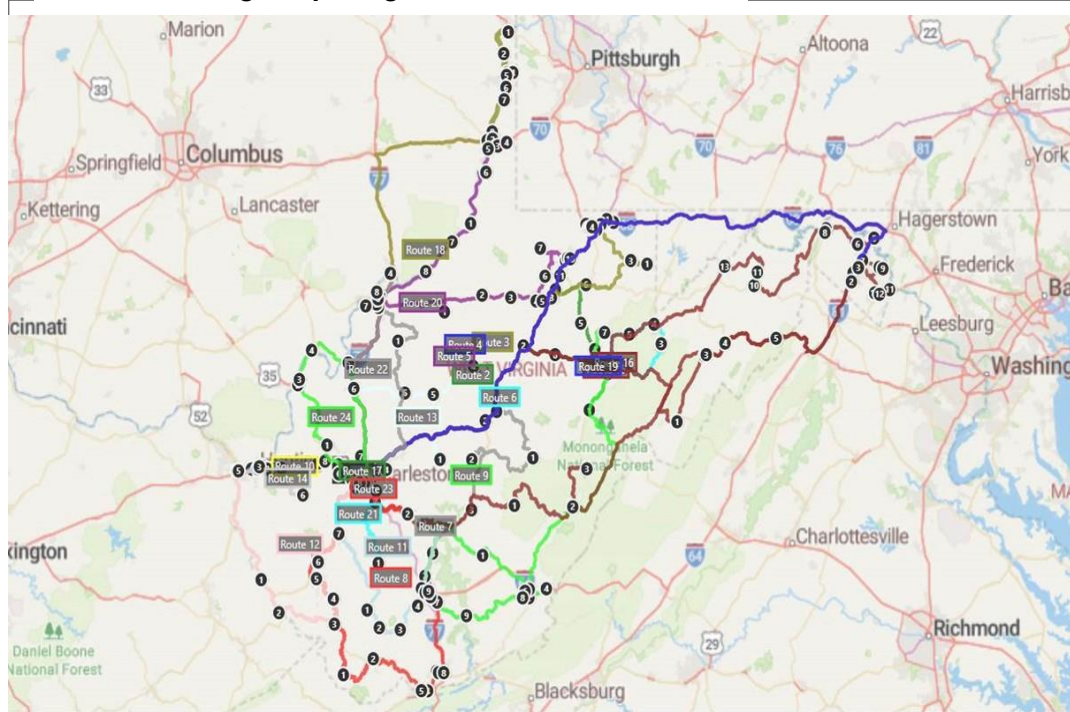
TRANSPORTATION OPERATIONAL OVERVIEW

US TRANSPORT – STORE DELIVERIES

Route Design Overview

The 182 stores are each receiving a weekly delivery.

Dedicated Routing – Departing from ABCA DC in Nitro, WV



Daily Miles	1,507
Weekly Miles	7,535
Annual Miles	391,841
Total Routes	24
Total Route Legs	24
Route Drivers	8
T/A Tractors with Daycab	6
T/A Tractors with Sleeper	1
48' Trailers w/ Lift-gate	10

Route Summary

The below summary shows the equipment and driver count per route and domicile.

ROUTE	STOPS	MILES	DRIVE TIME	STOP TIME	PRE/POST TIME	LAYOVER	TOTAL ROUTE TIME	TOLLS	MPH
1	1	35	0:42	0:27	0:30	0:00	1:39	\$0.00	50.3
2	8	438	8:40	2:48	0:30	0:00	11:58	\$0.00	50.5
3	8	451	8:45	2:48	0:30	0:00	12:03	\$0.00	51.6
4	5	351	6:23	1:39	0:30	0:00	8:32	\$0.00	55.0
5	11	371	7:33	3:57	0:30	0:00	12:00	\$0.00	49.1
6	7	378	7:28	2:21	0:30	0:00	10:19	\$0.00	50.7
7	8	290	6:21	2:48	0:30	0:00	9:39	\$0.00	45.7
8	8	293	6:11	2:48	0:30	0:00	9:29	\$32.40	47.3
9	9	303	5:57	3:15	0:30	0:00	9:42	\$21.60	50.9
10	7	89	1:45	2:21	0:30	0:00	4:36	\$0.00	50.6
11	9	227	5:05	3:15	0:30	0:00	8:50	\$21.60	44.6
12	7	238	5:11	2:21	0:30	0:00	8:02	\$0.00	46.0
13	9	252	5:25	3:15	0:30	0:00	9:10	\$0.00	46.5
14	8	117	2:42	2:48	0:30	0:00	6:00	\$0.00	43.3
15	13	825	18:10	4:27	0:30	10:00	1-09:07	\$0.00	45.4
16	12	723	14:12	4:12	0:30	10:00	1-04:54	\$0.00	50.9
17	4	57	1:15	1:24	0:30	0:00	3:09	\$0.00	45.2
18	9	473	9:10	3:15	0:30	0:00	12:55	\$0.00	51.6
19	3	652	11:40	0:57	0:30	10:00	0-23:07	\$0.00	55.9
20	8	349	7:36	2:48	0:30	0:00	10:54	\$0.00	45.9
21	6	123	3:02	2:06	0:30	0:00	5:38	\$0.00	40.6
22	8	230	4:59	2:48	0:30	0:00	8:17	\$0.00	46.1
23	8	124	2:48	2:48	0:30	0:00	6:06	\$0.00	44.1
24	7	149	3:16	2:48	0:30	0:00	6:34	\$0.00	45.5
TOTALS	183	7,535						\$75.60	48.8

Additional Route Information:

- Some Routes will redispach due to low hours
- Identified 3 layover routes
- Average miles/route: 314
- Average HOS/driver: 09:54
- Domicile location in Nitro WV

Resource Summary

Based on information provided by the customer DHL has included the following resource requirements.

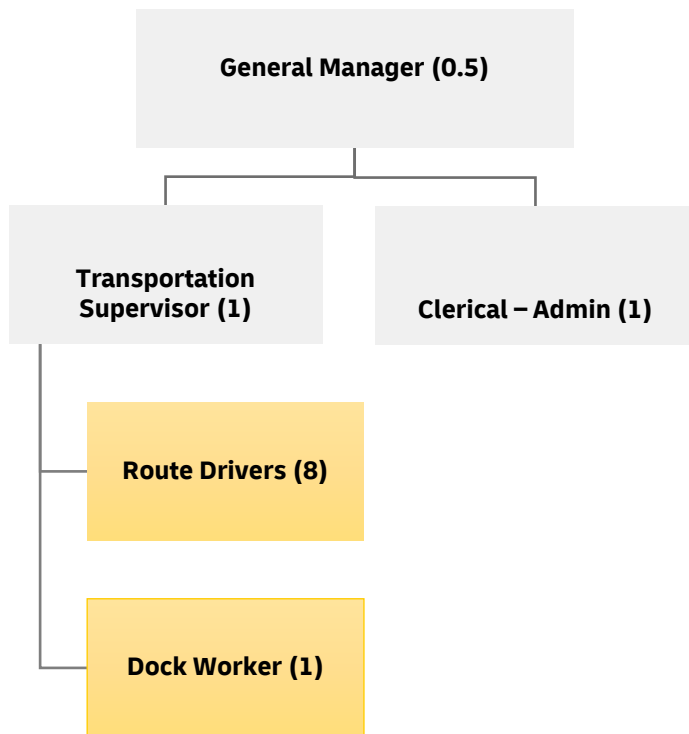
Resource	DC	Route	Total
Tandem Axle Day Cabs		6	6
Tandem Axle Sleeper Cabs		1	1
48' Dry Van Trailers		10	10
Manual Pallet Jacks		2	2
Electric Pallet Jacks	1	7	8
Hand Trucks		2	2
Rollers/Conveyor		20	20
Portable Dock Plates		2	2
Load Bars		20	20
Load Straps		300	300
Class A Drivers		8	8

Key Call-Outs

- Sleeper cab is required to support 3 layover routes
- Electric Pallet Jacks have been added to each power unit to support lift-gated deliveries

Site Organizational Chart

The suggested personnel structure for this solution considers 11.5 total FTEs with 9 direct FTEs



11.5
Total positions

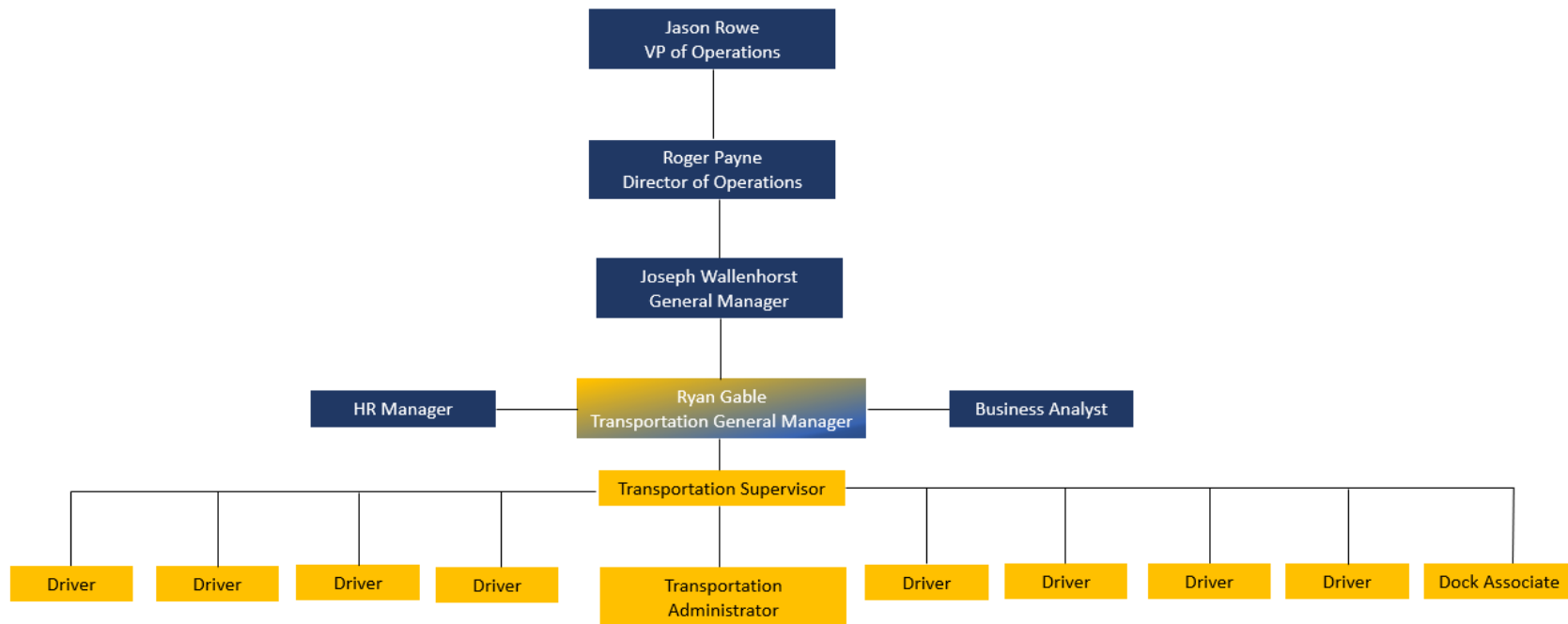
2
Management FTE

9
Direct FTE

1
Indirect FTE

- Shared management staff at external Operation with existing DHL operation
 - 1st and 2nd shift coverage
- Driver count includes floater/extra board drivers to cover for PTO
- 1 Dock worker to load trailers at customer site

DHL Organizational Chart providing leadership



Samsara Overview

ELD: In-Cab Compliance & Optimization



▼ Key Features

- Electronic DOT Logs
- Electronic DVIRs
- GPS breadcrumb tracking
- Automatic Arrival/Departure
- Engine Diagnostics and Reporting
- Driver Performance Scorecards

BUDGET OVERVIEW, COMMERCIAL STRUCTURE, NEXT STEPS, TIMELINE AND RELEVANT CONTENT

US TRANSPORT – STORE DELIVERIES

Budget Overview

Contract Term, years	6					
Model Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Location	Nitro WV	Nitro WV	Nitro WV	Nitro WV	Nitro WV	Nitro WV

Annual Budget						
Total Budget \$USD	\$ 2,650,496	\$ 2,715,556	\$ 2,783,218	\$ 2,853,587	\$ 2,926,770	\$ 3,002,881
Labor & Fringes Expenses	\$ 1,007,558	\$ 1,043,808	\$ 1,081,509	\$ 1,120,718	\$ 1,161,495	\$ 1,203,903
Facility Expenses	\$ 868	\$ 868	\$ 868	\$ 868	\$ 868	\$ 868
Equipment Expenses	\$ 934,290	\$ 947,651	\$ 961,547	\$ 975,999	\$ 991,028	\$ 1,006,659
Supplies Expenses	\$ 5,550	\$ 5,622	\$ 5,697	\$ 5,775	\$ 5,856	\$ 5,940
Operational Expenses	\$ 278,728	\$ 283,888	\$ 289,254	\$ 294,835	\$ 300,639	\$ 306,675
Start-up Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ramp-up Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Finance Charges	\$ 25,928	\$ 26,385	\$ 26,860	\$ 27,355	\$ 27,869	\$ 28,403
Management Fee	\$ 397,574	\$ 407,333	\$ 417,483	\$ 428,038	\$ 439,015	\$ 450,432

Annual OB Cartons Delivered	891,848	891,848	891,848	891,848	891,848	891,848
Annual Mileage	391,841	391,841	391,841	391,841	391,841	391,841
Annual Stops	9,516	9,516	9,516	9,516	9,516	9,516
Cost per OB Carton	\$2.97	\$3.04	\$3.12	\$3.20	\$3.28	\$3.37
Cost per Mile	\$6.76	\$6.93	\$7.10	\$7.28	\$7.47	\$7.66
Cost per Stop	\$278.53	\$285.37	\$292.48	\$299.87	\$307.56	\$315.56

Annual Fixed Cost	\$1,183,721	\$1,202,388	\$1,221,803	\$1,241,994	\$1,262,993	\$0
Annual Variable Cost	\$1,283,544	\$1,327,237	\$1,372,678	\$1,419,937	\$1,469,086	\$0

SUMMARY (included in the budget above)						
Capital Exp. Incl in Budget	\$50,160	\$50,160	\$50,160	\$50,160	\$50,160	\$50,160
Starting Wage (Driver)	\$29.69	\$30.00	\$30.75	\$31.52	\$32.31	\$33.31

Assumptions

- Go-Live February 3, 2025
- 260 operating days
- Case demand remains constant
- No growth in volumes
- 4% inflation in expenses
- All costs are non-binding estimates

StartUp Summary

START UP AND RAMP UP SUMMARY

START UP	TRANSPORTATION
Total Budget	\$USD
Offsite StartUp Team Labor	\$ 29,391
Permanent Staff training	\$ 54,559
Offsite StartUp Team Travel	\$ 23,088
Hourly Hire/Qualify @	\$ 9,000
Route Dry Runs	\$ 4,950
Equipment Lease	\$ 21,106
Load bars, straps, etc.	\$ 2,600
Contingency	\$ 14,469
Subtotal	\$ 159,163
Management Fee:	\$ 28,088
Total Startup Cost:	\$ 187,251

Assumptions

- One –time start up cost is excluded from the budget
- Off-site labor includes Additional Management & Driver Trainer
- Driver training includes dry runs for route deliveries

DHL Commercial Terms and Conditions of offer

Assumptions:

1. Cost plus DHL Management Fee,
2. Start up costs will be paid to DHL as incurred (option available to amortize over 3 years)
3. Cost per Case and Hourly cost quotes are provided for information only, see assumption #1
4. WV ABC will financially back the assets purchased or leased by DHL for the scope of work
5. Contract will be 3 years, plus three (3) 1 year renewal terms, total with renewals equals 6 years
6. Annual budget review will take place with WV ABC and DHL to establish and agreed upon following years budget
7. Cost estimate provided was calculated using the WVABC information/data and our understanding of the business scope
8. Our understanding is services start on Feb 1st, 2025 and run through January 31st 2028, then available renewal options.
9. Invoice payment terms will net 30 days, with pre-bill to budget with monthly true up
10. No-breach of contract for KPIs
11. Termination only in defined circumstances
12. DHL equipment, office personnel, and drivers will be domiciled on WV ABC Nitro, WV warehouse property
13. Year 2023 case volume demand used for design with volumes flat over all out years



STRATEGY 2025
**Delivering excellence
in a digital world**

#TogetherUnstoppable

OUR PURPOSE:

CONNECTING PEOPLE,
IMPROVING LIVES

OUR VISION:

SAFETY IS A CORE VALUE FOR OUR BUSINESS,
OUR PEOPLE AND OUR CUSTOMERS

OUR VALUES:

RESPECT AND RESULTS

OUR MISSION: EMPOWER OUR PEOPLE TO THINK AND ACT A SAFETY FIRST CULTURE

#ConnectedPeople

To create a healthy and safe work place by empowering our people to deliver a Safety First Culture



#DelightedCustomers

To create a positive customer experience by delivering a world class Safety Performance



#ExecutionEdge

To support operational efficiency through standardized Safety tools, processes and implementation of best practices



#OwnTomorrow

To optimize HSE practices by embracing innovation and digital solutions across our warehouse and transport operations



RESPECT & RESULTS

OUR SAFETY FIRST VALUES



We respect each other and all our stakeholders by embedding a Safety First Culture



We promote an open and honest feedback culture based on trust by delivering and acting upon feedback received



We deliver our goals by using a risk based approach and focusing on leading indicators



We share best practices and lessons learned by building a vibrant and inclusive Safety Community



We never compromise on our Health, Safety and compliance standards - Creating a Safety First Culture

Transportation Compliance and Safety

- Commitment to Smith System for driver safety training
 - Dedicated Smith System trainers in DHL
 - Initial training before independently driving
 - Routine refresher training
- Samsara ELD and Telematics
 - Inward and outward facing cameras
 - AI triggers for actions
 - Mapping and triggers
 - Key is using the tools for driver performance dialogues
- Partnership with Fleetworthy Solutions for driver qualifications



**The
Smith5Keys®**

Key 1 Aim High In Steering®

Key 2 Get The Big Picture®

Key 3 Keep Your Eyes Moving®

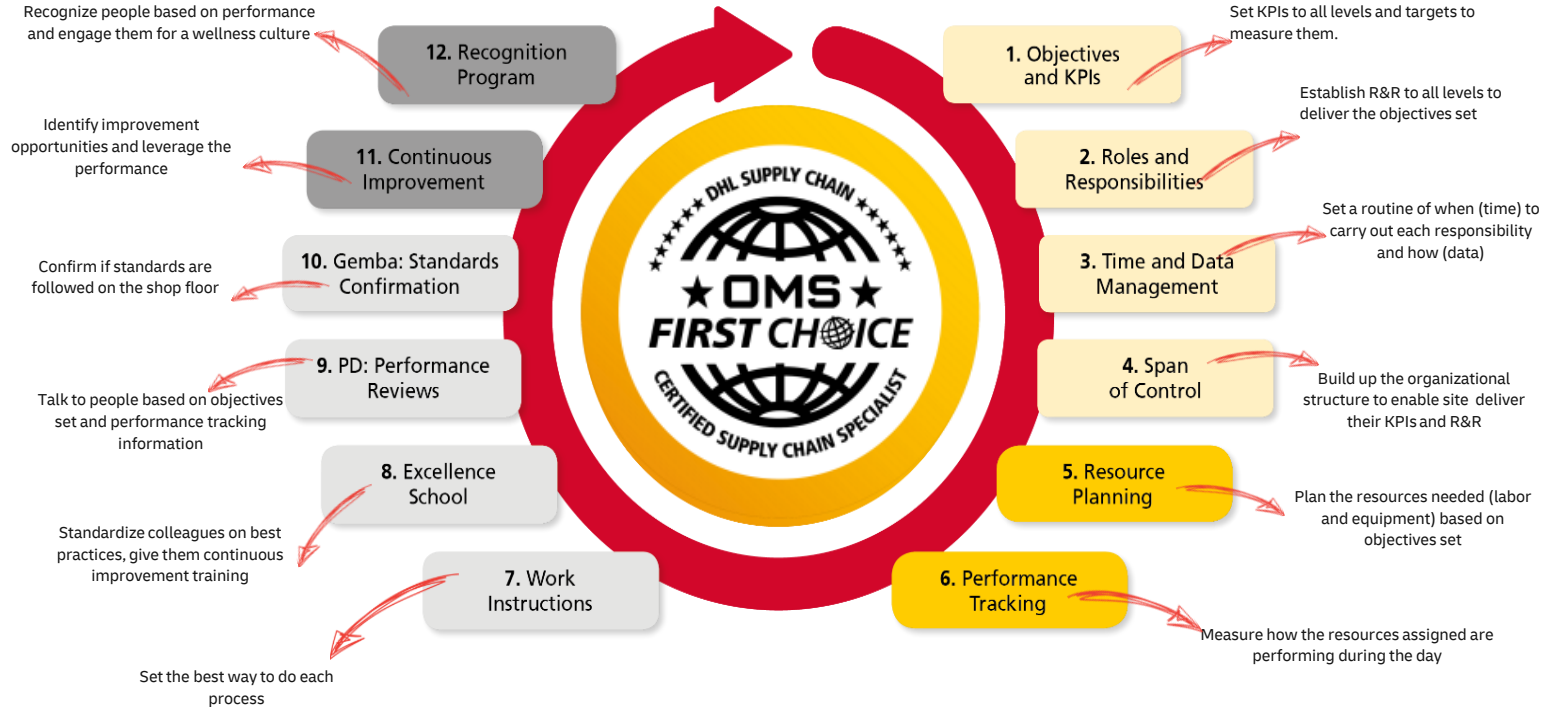
Key 4 Leave Yourself An Out®

Key 5 Make Sure They See You®

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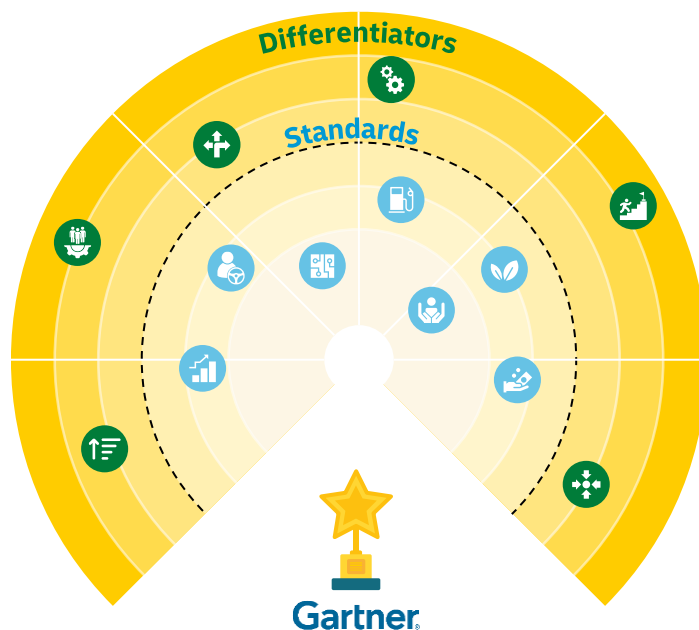
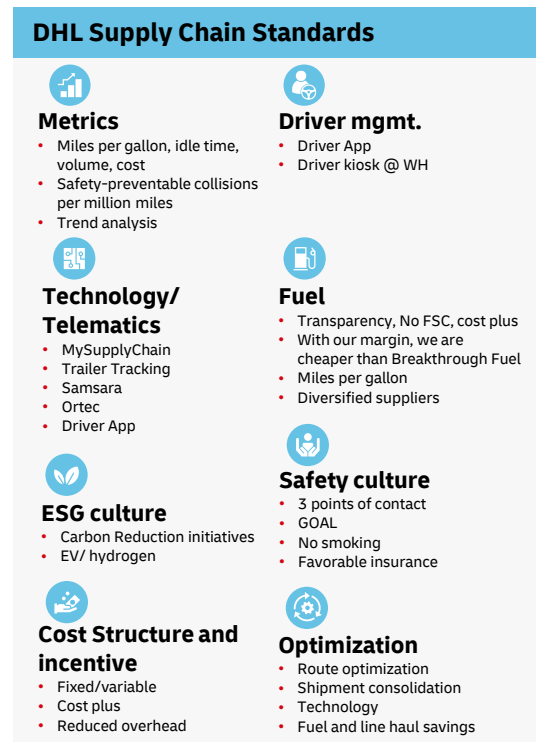
Fleet OMS and Continuous Improvement

The OMS Wheel and the 12 Elements



Value available to WV ABC

Standards and Differentiation Driving Continuous Improvement



Gartner, Inc. recognizes DHL Supply Chain as
A Leader – Magic Quadrant for Third-Party Logistics, Worldwide, 2023



Fleet Equipment & Sourcing

Asset Management Overview

DHL dynamically manages its over-the-road equipment fleet using a variety of options to optimize cost, flexibility, and safety

- Direct procurement leveraging significant OEM relationships and preferred financing partners
- Full-service leases from top-tier national providers leveraging scale under negotiated blanket agreements
- Significant network of additional regional and national providers for shorter-term needs or specialty equipment
- Central asset team manages fleet proactively across all US transportation operations

DHL adds value through professional asset management, top-tier repair and maintenance services, and best-in-class SOPs/quality programs

Repair & Maintenance

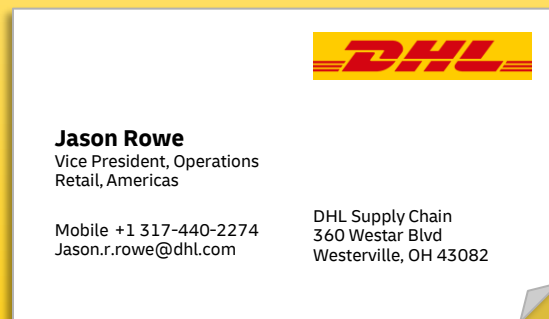
- Majority of maintenance and admin/compliance services performed by national network of top-tier fleet/maintenance providers , leveraging DHL scale, pricing, and relationships
- DHL maintenance managers monitor provider performance and interface with operating sites to ensure adherence to program parameters, as well as to troubleshoot issues
- Significant DHL fleet team engagement/support to ensure optimal uptime and site support
- Business reviews held quarterly with large providers
- PM compliance monitored on weekly basis
- Repair versus replace decisions made by central asset management team

BETTER TOGETHER

TO FIND OUT MORE

For further information, please

visit www.dhl.com/logistics



DHL Supply Chain – Excellence. Simply delivered.



DHL Supply Chain – Excellence. Simply delivered.

CASE STUDY

Retail Store Delivery – Dedicated Fleet Account Profile

Services

- Warehousing & storage of bailment inventory
- Inbound appointment scheduling and receiving to ensure vendors have adequate on-hand inventory
- Order fulfillment to supply state liquor agencies with required product
- Daily routing in partnership with Columbus Control Tower Team
- Delivery to 490 state liquor agencies
- Special event order processing, i.e. state liquor lotteries
- Support agency openings and closings
- Vendor returns

Customer Value

- Deliver exceptional results to key KPIs, including goods received on time, on-time delivery, delivery accuracy, & location accuracy
- High level of inventory integrity, exceeding shrink goals on an annual basis
- Provide continuous improvement and bring innovation to the table
- Optimization of routes and trailer capacity
- Scale up and down with volume peaks around holidays
- Management of vendor inventory to maintain proper days on-hand
- Processing special requests and events

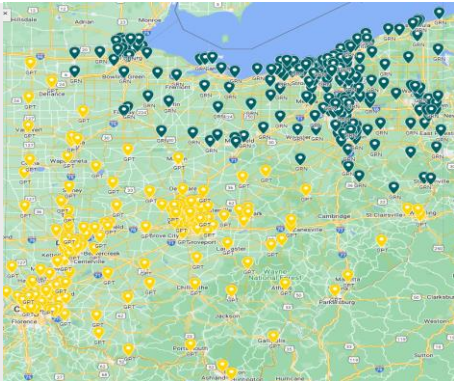
Facts

- Sector: Retail
- Commodity: Liquor
- Type of delivery: Case Hand Off/Pallet Drop
- Delivery location type: State Liquor Agencies
- # of sites: 2
- # of drivers: 38
- # of units: 32
- # of trailers: 38
- # of dispatches/day: 29
- # of cases delivered/day: 29,584
- # of delivery locations: 490
- # of deliveries/year: 24,380
- OTD %: 99.8%



Technology / Digital Footprint

- ORTEC – Fleet TMS
- Manhattan – WMS
- Sygic – Commercial Truck Navigation
- Samsara
- MySupplyChain
- LMS – JDA/theView
- Nova/Open Dock – Inbound Appointment Scheduling



THANK YOU



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1508795			Reason for Modification:
Doc Description: Distribution & Transportation for WVABCA			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-18	2024-10-03 13:30	CRFQ 0708 ABC2500000006	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

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 per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Wholesale distribution services - CASE	0.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
80141702			

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.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Wholesale distribution services - HOUR	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80141702			

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.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 _____. 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 _____ 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 a 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.

☐

☐

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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 cancelation, 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: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ 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.

☐

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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.

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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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.

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Qualified Vendor to provide distribution and transportation services

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.

REQUEST FOR QUOTATION
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:

REQUEST FOR QUOTATION
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

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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

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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.

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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.

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- 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.

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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:

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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:

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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	Vendor	Extended
	Quantity	Rate	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

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(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.

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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

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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: _____

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ATTACHMENT 5

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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
(Year 1-3 Base Contract)	2,400,000 x	\$_____per case	\$_____
Renewal Year- Year 4	800,000 x	\$_____per case	\$_____
Renewal Year-Year 5	800,000 x	\$_____per case	\$_____
Renewal Year-Year 6	800,000 x	\$_____per case	\$_____

Hourly Rate for Transporting Supplies & Equipment for WVABCA

(Estimated 40hr yearly See Section 4.1.1-B)	120 Hours x	\$_____per hour	\$_____
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TOTAL BID AMOUNT: \$_____

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

Vendor Name (PRINT): _____

Vendor Signature: _____

ATTACHMENT #1

403	Walgreens 17413	1662 Smoote Ave	Danville	25053	Tracy	(304) 369-0152
405	Walgreens 17559	Rt 3 Box 67	Whitesville	25209	David	(304) 854-2373
406	Walgreens 19743	1600 Main Street Brooks Plaza	Follansbee	26037		(304) 527-4082
407	Walgreens 19991	126 12Th St.	Wellsburg	26070		(304) 737-0230
408	Walgreens 19334	173 Main St.	Clay	25043		(304) 587-2224
409	Little General #3060	Route 60	Gauley Bridge	25186		(304) 632-1593
411	Walgreens 18404	1250 Kanawha Ave	Rainelle	25962		(304) 438-9204
413	Walgreens 19852	Rosebud Plz. Rt 19 S	Clarksburg	26301		(304) 622-6330
414	Walgreens 18399	401 Buckhannon Pike	Nutter Fort	26301		(304) 622-5928
415	Walgreens 17116	635 Main St.	Ripley	25271	Rosie	(304) 372-7448
416	Walgreens #17280	406 Washington St.	Ravenswood	26164	Mary Ann	(304) 273-4496
417	Walgreens 12454-S	655 Washington Street West Charleston Wv 25302	Charleston	25302	Glenn	(304) 342-1798
418	Walgreens 17408	1015 Bridge Road	Charleston	25314	Les	(304) 344-2030
419	Kroger #785	1100 Fledder John Road	Charleston	25314	Makayla	((304) 342-8807
420	Walgreens #17353	1301 E Washington St	Charleston	25301	Glenn	(304) 346-9382
421	WALGREENS 19653	3801 Maccorkle Se	Charleston	25304		(304) 925-2168
422	Walgreens 19790	1101 Myers Avenue	Dunbar	25064		(304) 768-1284
423	Walgreens 17738	333 Maccorkle Ave	South Charleston	25303		(304) 744-8362
424	Walgreens 17111	305 Sixth Ave.	St. Albans	25177		(304) 722-4617
425	Walgreens 11750-S	101 Goff Mountain Road	Cross Lanes	25313		(304) 769-0590
426	Walgreens 19108	4402 Penn Ave	Big Chimney	25302		(304) 965-7301
427	Walgreens 17792	Route # 10	Chapmanville	25508		(304) 855-1032
428	Walgreens 18959	109 East Main St	Mannington	26582		(304) 986-2280
429	Walgreens 19305	205 Marshall Street	Benwood	26031		(304) 232-6103
432	WALGREENS 17319	111 Krouger St.	Wheeling	26003		(304) 242-0273
433	Smoker Friendly #20	1227 Warwood Ave.	Wheeling	26003	Sabrina	(304) 277-3206
435	Walgreens 17935	1380 N. Pleasants Hwy	St. Marys	26170		(304) 684-2297
436	Walgreens 19666	415 E. Main St.	Kingwood	26537		(304) 329-2212
438	Smoker Friendly Liquor Plus	19 Nell Jean Plaza Robert C Byrd Drive	Beckley	25801	Sherry	(304) 482-6588
439	Walgreens 11978-S	2933 Robert C Byrd Drive	Beckley	25801		(304) 252-0531
440	Walgreens 18423	Route 2, Box 1Aa	Harrisville	26362		(304) 643-2903
441	Walgreens 18344	513 Stokes Dr.	Hinton	25951		(304) 466-5069
442	Walgreens 12277	38 Victory Avenue	Grafton	26354		(304) 265-0926
443	Walgreens 18187	134 Main Street	Parsons	26287		(304) 478-4864
444	Walgreens #17113	71 W. Main Street	Buckhannon	26201	Wendy McDaniel	(304) 472-0150
445	Par Mar Store #157	655 Point Mountain Road	Webster Springs	26288	Teena	(681) 213-1120
446	Walgreens 18397	401 Moran Ave.	Mullens	25882		(304) 294-0343
447	Walgreens 19681	448 Appalachian Highway	Pineville	24874		(304) 732-8886
452	7-eleven #34915B	419 Virginia Avenue	Petersburg	26847	Crystal	(304) 257-2280
453	7-eleven #16924B	209 Main Street	Romney	26757		(304) 822-4329
454	7-eleven #28317B	15 W Main St. Rt. 55 / Rt. 259	Wardensville	26851		(304) 874-3195
455	Harkanshi LLC dba 7-eleven #34688A	805 North Mildred Street	Ranson	25438		(304) 724-6823
457	7-eleven #20685J	7364 Martinsburg Pike	Shepherdstown	25443		(304) 876-6385

458	7-eleven #17109B	Route 220 / Baker St	Keyser	26726		(304) 788-0100
459	7-eleven #28326B	1 Washington Street	Fort Ashby	26719		(304) 298-4537
460	KAVYA LLC dba 7-eleven #28303A	25 Union Street	Berkley Springs	25411		(304) 258-5169
470	BFS Foods Inc #28	307 Merchant Street	Fairmont	26554	Brian	(304) 363-1230
471	BFS #26	204 Venture Ave Glenmark	Morgantown	26508	Brian	(304) 292-9668
472	BFS #30	169 Fairchance Road Cheat Lake	Morgantown	26508	Brian	(304) 594-2292
473	BFS Foods Inc #15	40 High Street	Morgantown	26505	Brian	(304) 241-5758
474	BFS #38	879 Fairmont Road Westover	Morgantown	26501	Brian	(304) 296-2381
475	BFS #10	I-68 & Rt 26	Bruceton Mills	26525	Brian	(304) 379-3804
477	Liquors & More #1	105 BECKLEY ROAD P.O. BOX 767	PRINCETON	24740	Jody	(304) 425-5535
478	Liquors & More #2	1202 STATFORD DRIVE P.O. BOX 193	PRINCETON	24740	Jody	(304) 425-6614
479	Liquors & More #3	ROUTE 219 NORTH P.O. BOX 193	MARLINTON	24954	Jody	(304) 799-4011
490	Greenbrier Liquor Shoppe	936 East Main Street	White Sul.Springs	24986	Alice	(304) 536-2484
491	Mountaineer Mart Caldwell	Par Mar Oil Company 38048 Midland Trail East	Caldwell	24925		(304) 536-3543
492	Classic Liquors	1443 Adams Ave.	Huntington	25704	Angie	(304) 523-4689
493	Cj's Tobacco Shop Inc	101 NORTH EISENHOWER DRIVE	BECKLEY	25801	Mary	(304) 254-0811
494	Cj's Tobacco Shop Inc	2152 HARPER ROAD	BECKLEY	25801	Mary	(304) 255-4047
495	Cj's Tobacco Shop Inc	RT 16,LESTER SQ.CNTR	SOPHIA	25921	Mary	(304) 683-4050
496	Tri-state Discount Liquor	3920 Main Street	Weirton	26062		(304) 748-2511
497	Tri-state Discount Liquor	12612 Ohio River Blvd.	Chester	26034		(304) 387-2753
498	Comac #3	823 EAST MAIN ST.	OAK HILL	25901	Annetta	(304) 465-5188
499	Comac #4	RT19 N/LAURELCREEKRD	FAYETTEVILLE	25840	Annetta	(304) 574-6927
502	One Stop Beverage Mart	4495 E CUMBERLAND RD	BLUEFIELD	24701	Danielle	(304) 325-7523
503	Hop-N-Go #1	D&H Operating Llc 4372 Coal Heritage Road	Bluefield	24701	Danielle	(304) 325-7523
504	Cvs/Pharmacy #6277	12TH S. & LAFAYETTE	MOUNDSVILLE	26041		(304) 845-0504
505	Cvs/Pharmacy #6278	842 NATIONAL ROAD	WHEELING	26003		(304) 232-3410
506	The Loft	9848 Seneca Trail South	Lewisburg	24901	Tommy	(304) 647-5638
507	The Loft	Agent:Lewisburg Spirits & Wine 3558 Jefferson Street N.Suite 6	Lewisburg	24901	Tommy	(304) 793-2254
508	Celebrations	3056 Main Street	Weirton	26062	Chuck	(304) 748-6700
509	Shop-n-save	273 Penco Road	Weirton	26062	Jodi	(304) 723-1025
510	Cruise Thru	HC 63 BOX 322	ROMNEY	26757	Mark	(304) 822-8478
513	King Cut Rate Tobaccos #3	NICHOLAS VILLAGE 3013 WEBSTER RD.	SUMMERSVILLE	26651	Mary	(304) 872-0749
516	Giant Eagle #59	5000 GREENBAG ROAD MOUNTAINEER MALL	MORGANTOWN	26505	Robin	(304) 292-6066
519	A & A Spirits Shoppe	414 S Main Street P.O. Box 660	Moorefield	26836	Chad	(304) 538-6455
523	Welch Bantam Market	912 Virginia Avenue	Welch	24801	Brian	(304) 436-6120
524	Par Mar Store 1105/Cork-N-Bottle Discount Liquor Warehouse	201 Dodge Avenue	Williamstown	26187	Arlyn	(304) 375-2176
525	Smoker Friendly's Liquor Plus #47	896 2Nd Street Suite 1	Mason	25260	Debbie	(304) 428-6155
527	Lewis County Liquor Store	10 Garton Plaza	Weston	26452	Mark/Jill	(304) 269-7607
528	Zeek Enterprise's	DBA: LIQUOR PORT KENTUCKY & LINCOLN STREET	KERMIT	25674		(304) 393-4331

530	Mini-giants, Inc	3704 EMERSON AVENUE	PARKERSBURG	26104	Alex	(304) 428-4047
531	Spencer Spirits, Inc	148 E Main Street	Spencer	25276	Linda	(304) 927-2235
533	Little General	15 Woodward Drive	Sutton	26601	Harry Hinkel	(304) 765-7922
535	The Liquor Store	801 OAKVAIL ROAD	PRINCETON	24740	Jody	(304) 425-6614
536	Spirit Shoppe (The)	1404 BUCKHANNON PIKE	NUTTER FORT	26301	John	(304) 622-1872
537	New Cumberland Liquors Inc.	607 North Chester Street	New Cumberland	26047	Chuck	(304) 564-1090
544	Ashebrooke Liquor Outlet	300 Beechhurst Avenue	Morgantown	26505	Joseph/Kevin	(304) 296-2035
545	Sam's Club #6373	1100 GRAND CENTRAL AVE	VIENNA	26105	Donna	(479) 277-7898
547	7-eleven #28315A	1655 West Washington Street J&D Enterprise Llc	Harpers Ferry	25425		(304) 535-6896
547	Shinnston Shop-n-save	540 SOUTH PIKE ST.	SHINNSTON	26431	Estella	(304) 592-1512
548	Hop-N-Go #2	D&H Operating Llc 4179 New Hope Road	Bluefield	24701	Danielle	(304) 910-1446
549	Kroger #790	133 BECKLEY CROSSING	BECKLEY	25801	Allen	(304) 252-5573
554	Sam's Club #6457	2500 MOUNTAINEER BLVD	SOUTH CHARLESTON	25309	John	(479) 277-7898
561	Little General Store #2165	2109 Ritter Dr.	Daniels	25832	Tammy	(304) 763-4117
562	Smoker Friendly #15	12 Stone Mountain Lane Plantation Plaza	Elkins	26241	Chad	(304) 637-0675
563	Par Mar Oil Co, Inc.	701 CHELSEA STREET	SISTERSVILLE	26175	kevin howell	(304) 652-2250
573	Par Mar Store #3	2301 PIKE STREET	PARKERSBURG	26101	kevin howell	(304) 485-8211
574	Godfather Spirits	5558 Robert C Byrd Dr	Bradley	25818	Mary	(304) 252-5510
576	King Cut Rate Tobacco #4	3456 U.S. Route 60	Barboursville	25504	Mary	(304) 733-6324
578	Classic Liquors	2024 Chestnut Street	Kenova	25530	Angie	(304) 453-7040
582	Smoker Friendly #21	100 S. Huron Street	Wheeling	26003	Jennifer	(304) 233-0011
584	BFS #14	57 Bfs Boulevard	Weston	26452	Brian	(304) 269-1278
586	BFS #35	623 W. Main Street	Bridgeport	26330	Brian	(304) 848-0302
587	Walgreens #17700	405 Fairmont Avenue	Westover	26501		(304) 296-2547
589	King Cut Rate Tobaccos #5	9913 Mccorkle Avenue	Marmet	25315	Mary	(304) 513-6928
590	Smoker Friendly #23	317 RANDOLPH AVENUE	ELKINS	26241	Chad	(304) 637-5966
591	Belington Shop N Save	286 Crim Avenue Box 845	Belington	26250		(304) 823-3104
594	King Cut Rate Tobaccos #6	548 Wilderness Highway	Mount Nebo	26679	Mary	(304) 872-5350
596	Trails End Souvenirs, Inc.	PO BOX 1570 MAIN STREET	GILBERT	25621	Eric	(304) 664-3577
597	Smoker Friendly #8	200-1 Teays Center	Scott Depot	25560	Chad	(304) 757-0494
598	Smoker Friendly #1	200 B LAKEVIEW CENTER MURDOCH AVENUE	PARKERSBURG	26101	Chad	(304) 422-9633
599	H & H Spirits Inc.	69 E. 3Rd Avenue	Williamson	25661		(304) 235-2900
602	Smoker Friendly #38	203 JONES STREET	PT. PLEASANT	25550	Chad	(304) 675-4666
603	Smoker Friendly #33	187 North Main Street	Philippi	26416	Chad	(304) 457-4252
605	L & W Spirit Shop Llc	715 PIKE ROAD	FRANKLIN	26807	Pam/Greg	(304) 358-7654
606	Video Palace, Inc.	420 3Rd Avenue	Montgomery	25136	Amit	(304) 442-2160
607	Julian's Market	1049 12TH STREET	HUNTINGTON	25701	Christina	(304) 523-1133
608	Premiere Liquors	1600 PATRICK STREET PLAZA	CHARLESTON	25312	Adrian	(304) 346-6000
609	Smoker Friendly #16	217 10TH STREET	DUNBAR	25064	Chad	(304) 766-0133
610	South Fairmont Price Cutter	1208 Fairmont Ave.	Fairmont	26554		(304) 366-8222
611	Saad's Wine & Spirits	2759 5TH AVENUE	HUNTINGTON	25701		(304) 522-7223
612	Par Mar dba L.A. Liquor & Lottery, Inc	98 Riverview Avenue	Logan	25601	kevin howell	(304) 752-9200

614	Par Mar Store #45	U.S. RT. 219 / 250	HUTTONSVILLE	26273	kevin howell	(304) 335-4773
620	Greenbrier Golf & Tennis Club, Inc./Greenbrier Hotel Monroe Liquor	384 Main Street	Union	24983	Jan	(304) 536-1110
622	Stadium Spirits Inc.	527 20TH STREET	HUNTINGTON	25703	Christina	(304) 522-2461
623	7-eleven #28310	4716 Hedgesville Road	Hedgesville	25427		(304) 754-7583
624	7-eleven #10670	1015 N. Queen St.	Martinsburg	25404		(304) 263-3111
625	7-eleven #28316B	49 Patrick Henry Way	Charles Town	25414		(304) 728-8591
626	Huntington Beverage Center	3 Bonnie Boulevard	Huntington	25705	Christina	(304) 696-5511
627	King Cut Rate Tobaccos DbA King Spirits	5636 Us Route 60 East East Pea Ridge Plaza Suite #3	Huntington	25705	Mary	(304) 733-2006
628	7-eleven #25306B	201 Winchester Avenue	Martinsburg	25401		(304) 263-3175
629	Smoker Friendly #41	420 CABELA DRIVE THE HIGHLANDS	WHEELING	26003	Paul	(304) 547-0415
630	7-Eleven #28320B	8949 Williamsport Pike	Falling Waters	25419	Sara	(304) 274-2152
633	Cvs Pharmacy #4419	505 20Th Street	Huntington	25702		(304) 522-1035
634	East Fairmont Shop N Save	1015 INDIANA AVENUE	FAIRMONT	26554		(304) 363-6335
635	Cvs Pharmacy #6307	2916 State Street	Gassaway Wv	26624		(304) 364-5161
636	Cvs Pharmacy #6313	ROUTE 19 21 RITTER DRIVE P.O. BOX 246	BEAVER WV	25813		(304) 255-6630
637	Cvs Pharmacy #6350	1405 Oak Street	Kenova	25530		(304) 453-3503
638	Cvs Pharmacy #7124	3901 Teays Valley Road	Hurricane Wv	25526		(304) 760-1123
639	Giant Eagle #58	4500 UNIVERSITY TOWN CENTRE	MORGANTOWN	26505	Lynn	(304) 599-2301
640	Little General Store #4095	4008 MALDEN DRIVE	CHARLESTON WV	25306	Jennifer	(304) 925-7847
641	Little General Store #5060	3498 Us Route 60 East	Barboursville	25504		(304) 302-0523
642	Little General Store #2150	ROUTE 12 NORTH	ALDERSON	24901		(304) 445-7161
643	Little General Store #4135	P.O. BOX 249	PINCH	25156		(304) 965-2200
644	Little General Store #5400	1586 MOUNTAINEER HIGHWAY	BRADSHAW	24817		(304) 967-7212
645	Mido Inc. DbA Mt. Top Citgo	RT.32 P.O. BOX 190	THOMAS,WV	26292		(304) 463-4515
646	Mountaineer Mart Richwood	1 West Main Street	Richwood	26261	Regina	(304) 846-6809
647	Walmart Supercenter #2036	2700 MOUNTAINEER BLVD	SOUTH CHARLESTON	25309		(304) 746-1720
648	Walmart Supercenter #2684	1142 SOUTH BRIDGE STREET	NEW MARTINSVILLE	26155		(304) 455-6522
649	Walmart Supercenter #2576	100 Nitro Marketplace	Nitro	25313		(304) 769-0100
650	Walgreens 18006	2418 Jackson Avenue	Point Pleasant	25550		(304) 675-1624
652	Shepherdstown Liquors	202 E Washington Street	Shepherdstown	25443		(304) 876-2100
653	7-eleven #36952A	2 Mineral Street Umstott, Inc	Keyser	26726		(304) 788-3613
654	Top Shelf Liquors	261 Berkmore Place	Berkeley Springs	25411	Ken Reed	(304) 258-8800
655	Walgreens 17274	101-A Roosevelt Blvd	Eleanor	25070		(304) 586-9064
656	Walgreens 17855	6401 Sissonville Drive	Sissonville	25312		(304) 984-9597
657	Crown Spirits	107 South Main Street	Petersburg	26847		(304) 257-9090
658	Mountaineer Mart Salem	129 West Main Street	Salem	26201		(304) 782-4068
659	Mountaineer Mart Terra Alta	601 West State Avenue	Terra Alta	26764		(304) 789-2512
660	Gdsh Dist/Bfs Foods #19	51 GENESIS BOULEVARD	BRIDGEPORT	26330		(304) 808-6650
661	Cvs Pharmacy #7604	1900 ST. MARY'S AVENUE	PARKERSBURG	26101		(304) 422-2884
663	7-eleven 35927h	8151 Court Avenue	Hamlin	25523		(304) 824-7011
664	7-eleven 35920h	799 COOKE PARKWAY	OCEANA	24870		(304) 682-6946
665	Speedway (7-11)	4001 1St Avenue	Nitro	25143		(304) 759-0208

667	7-eleven 35963A	404 East Main Street	West Union	26458		(304) 873-2744
669	7-eleven 35910h	4929 Mccorkle Avenue	Charleston	25304		(304) 925-2008
670	Hops, Vines and Spirits	10 Snowshoe Drive	Snowshoe	26209	Erica Roth	(304) 572-6738
672	Smoker Friendly #42	3524 Teays Valley Road	Hurricane	25526	Chad	(304) 397-6505
713	Smoker Friendly #2	926-1 Kroger Shopping Center Division Street	Parkersburg	26101	Anthony	(304) 422-7932
714	Smoker Friendly's Liquor Plus #43	11 West Main Street	Glenville	26351	Chad	(304) 804-2142
715	Agent: Bfs Foods Inc. #17	6511 Appalachian Highway	Davis	26260	Brian	(304) 866-7005
720	Par Mar Store #212	Rr 10 Mountain Mart Village Suite 50	Man	25635	kevin howell	(304) 704-6888
723	Smoker Friendly Penn Liquors	1832 Winchester Ave	Martinsburg	25405	Sheryl	((304) 263-9749
724	Smoker Friendly Liquor Express	372 Middleway Pike Suite D	Inwood	25482	Chad	3042299316
725	Smoker Friendly Big Apple Liquors	187 Sader Drive	Inwood	25428		((304) 229-2845
728	Whitehall Liquor	2600 Middletown Commons Ste 241	Whitehall	26554	Drew Hall	(304) 518-1951
732	Rutter's	5021 Tabler Station Road	Inwood	25428	Vicki	(717) 836-5606
733	Little General #7550	171 Court Street	Elizabeth	26143	Debbie Wilson	(304) 275-3502
734	Bfs Foods # 22	1681 Earl Core Road	Morgantown	26505		((304) 292-8593
744	Par Mar Store #156	802 Arnoldsburg Road	Arnoldsburg	25234	Kathy Tomas	(304) 655-8990
Delivery location	581 - Greenbrier Hotel Corporation The Greenbrier	Off Site Delivery Location For Store 620 300 West Main Street	White Sulphur	24986	Jan	(304) 536-1110

Store	Store Name	City	Cases
700	Governor's Mansion	Charleston	0
1 Total stores for Route			0
614	Par Mar Store #45	HUTTONSVILLE	0
562	Smoker Friendly #15	Elkins	0
590	Smoker Friendly #23	ELKINS	0
591	Belington Shop N Save	Belington	0
603	Smoker Friendly #33	Philippi	0
442	Walgreens 12277	Grafton	0
660	Gdsh Dist/Bfs Foods #19	BRIDGEPORT	0
586	BFS #35	Bridgeport	0
8 Total stores for Route			0
659	Mountaineer Mart Terra Alta	Terra Alta	0
436	Walgreens 19666	Kingwood	0
475	BFS #10	Bruceston Mills	0
472	BFS #30	Morgantown	0
471	BFS #26	Morgantown	0
734	Bfs Foods # 22	Morgantown	0
516	Giant Eagle #59	MORGANTOWN	0
473	BFS Foods Inc #15	Morgantown	0
8 Total stores for Route			0
639	Giant Eagle #58	MORGANTOWN	0
474	BFS #38	Morgantown	0
587	Walgreens #17700	Westover	0
544	Ashebrooke Liquor Outlet	Morgantown	0
536	Spirit Shoppe (The)	NUTTER FORT	0
5 Total stores for Route			0
440	Walgreens 18423	Harrisville	0
667	7-eleven 35963A	West Union	0
658	Mountaineer Mart Salem	Salem	0
413	Walgreens 19852	Clarksburg	0
414	Walgreens 18399	Nutter Fort	0
547	Shinnston Shop-n-save	SHINNSTON	0
428	Walgreens 18959	Mannington	0
610	South Fairmont Price Cutter	Fairmont	0
470	BFS Foods Inc #28	Fairmont	0
634	East Fairmont Shop N Save	FAIRMONT	0
728	Whitehall Liquor	Whitehall	0
11 Total stores for Route			0
527	Lewis County Liquor Store	Weston	0
584	BFS #14	Weston	0
715	Agent: Bfs Foods Inc. #17	Davis	0
645	Mido Inc. DbA Mt. Top Citgo	THOMAS,WV	0
443	BFS #87	Parsons	0
444	Walgreens #17113	Buckhannon	0
649	Walmart Supercenter #2576	Nitro	0
7 Total stores for Route			0
40 Total Stores			0

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Store	Store Name	City	Cases		
445	Par Mar Store #157	Webster Springs	0	0	
513	King Cut Rate Tobaccos #3	SUMMERSVILLE	0	0	
594	King Cut Rate Tobaccos #6	Mount Nebo	0	0	
499	Comac #4	FAYETTEVILLE	0	0	
549	Kroger #790	BECKLEY	0	0	
438	Smoker Friendly Liquor Plus	Beckley	0	0	
574	Godfather Spirits	Bradley	0	0	
498	Comac #3	OAK HILL	0	0	
8 Total stores for Route			Route total:	0	0
644	Little General Store #5400	BRADSHAW	0	0	
523	Welch Bantam Market	Welch	0	0	
503	Hop-N-Go #1	Bluefield	0	0	
502	One Stop Beverage Mart	BLUEFIELD	0	0	
548	Hop-N-Go #2	Bluefield	0	0	
477	Liquors & More #1	PRINCETON	0	0	
478	Liquors & More #2	PRINCETON	0	0	
535	The Liquor Store	PRINCETON	0	0	
8 Total stores for Route			Route total:	0	0
411	Walgreens 18404	Rainelle	0	0	
507	The Loft	Lewisburg	0	0	
581	Greenbrier Hotel Corporation The Greenbrier	White Sulphur	0	0	
490	Greenbrier Liquor Shoppe	White Sul.Springs	0	0	
491	Mountaineer Mart Caldwell	Caldwell	0	0	
506	The Loft	Lewisburg	0	0	
620	Greenbrier Golf & Tennis Club, Inc./Greenbrier Hotel	Union	0	0	
	Monroe Liquor				
642	Little General Store #2150	ALDERSON	0	0	
441	Walgreens 18344	Hinton	0	0	
9 Total stores for Route			Route total:	0	0
492	Classic Liquors	Huntington	0	0	
622	Stadium Spirits Inc.	HUNTINGTON	0	0	
607	Julian's Market	HUNTINGTON	0	0	
611	Saad's Wine & Spirits	HUNTINGTON	0	0	
627	King Cut Rate Tobaccos Db a King Spirits	Huntington	0	0	
576	King Cut Rate Tobacco #4	Barboursville	0	0	
641	Little General Store #5060	Barboursville	0	0	
7 Total stores for Route			Route total:	0	0
664	7-eleven 35920h	Oceana	0	0	
447	Walgreens 19681	Pineville	0	0	
446	Walgreens 18397	Mullens	0	0	
495	Cj's Tobacco Shop Inc	SOPHIA	0	0	
494	Cj's Tobacco Shop Inc	BECKLEY	0	0	
439	Walgreens 11978-S	Beckley	0	0	
561	Little General Store #2165	Daniels	0	0	
636	Cvs Pharmacy #6313	BEAVER WV	0	0	
493	Cj's Tobacco Shop Inc	BECKLEY	0	0	
9 Total stores for Route			Route total:	0	0
41 Total Stores			Grand Total:	0	0

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<u>Store</u>	<u>Store Name</u>	<u>City</u>	<u>Cases</u>		
528	Zeek Enterprise's	KERMIT	0	0	
599	H & H Spirits Inc.	Williamson	0	0	
596	Trails End Souvenirs, Inc.	Gilbert	0	0	
720	Par Mar Store #212	Man	0	0	
612	Par Mar dba L.A. Liquor & Lottery, Inc	Logan	0	0	
427	Walgreens 17792	Chapmanville	0	0	
403	Walgreens 17413	Danville	0	0	
7 Total stores for Route			Route total:	0	0
408	Walgreens 19334	Clay	0	0	
635	Cvs Pharmacy #6307	Gassaway Wv	0	0	
533	Little General	Sutton	0	0	
714	Smoker Friendly's Liquor Plus #43	Glenville	0	0	
744	Par Mar Store #156	Arnoldsburg	0	0	
531	Spencer Spirits, Inc	Spencer	0	0	
656	Walgreens 17855	Sissonville	0	0	
425	Walgreens 11750-S	Cross Lanes	0	0	
665	Speedway	Nitro	0	0	
9 Total stores for Route			Route total:	0	0
638	Cvs Pharmacy #7124	Hurricane Wv	0	0	
626	Huntington Beverage Center	Huntington	0	0	
633	Cvs Pharmacy #4419	Huntington	0	0	
578	Classic Liquors	Kenova	0	0	
637	Cvs Pharmacy #6350	Kenova	0	0	
663	7-eleven 35927h	Hamlin	0	0	
672	Smoker Friendly #42	Hurricane	0	0	
597	Smoker Friendly #8	Scott Depot	0	0	
8 Total stores for Route			Route total:	0	0
24 Total Stores			Grand Total:	0	

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Store	Store Name	City	Cases		
646	Mountaineer Mart Richwood	Richwood	0	0	
479	Liquors & More #3	MARLINTON	0	0	
670	Hops, Vines and Spirits	Snowshoe	0	0	
732	Rutter's	Inwood	0	0	
630	7-Eleven #28320B	Falling Waters	0	0	
623	7-eleven #28310	Hedgesville	0	0	
460	KAVYA LLC dba 7-eleven #28303A	Berkley Springs	0	0	
654	Top Shelf Liquors	Berkeley Springs	0	0	
510	Cruise Thru	ROMNEY	0	0	
453	7-eleven #16924B	Romney	0	0	
459	7-eleven #28326B	Fort Ashby	0	0	
653	7-eleven #36952A	Keyser	0	0	
458	7-eleven #17109B	Keyser	0	0	
13 Total stores for Route			Route total:	0	0
605	L & W Spirit Shop Llc	FRANKLIN	0	0	
657	Crown Spirits	Petersburg	0	0	
452	7-eleven #34915B	Petersburg	0	0	
519	A & A Spirits Shoppe	Moorefield	0	0	
454	7-eleven #28317B	Wardensville	0	0	
628	7-eleven #25306B	Martinsburg	0	0	
624	7-eleven #10670	Martinsburg	0	0	
457	7-eleven #20685J	Shepherdstown	0	0	
652	Shepherdstown Liquors	Shepherdstown	0	0	
455	Harkanshi LLC dba 7-eleven #34688A	Ranson	0	0	
541	7-eleven #28315A	Harpers Ferry	0	0	
625	7-eleven #28316B	Charles Town	0	0	
12 Total stores for Route			Route total:	0	0
423	Walgreens 17738	South Charleston	0	0	
417	Walgreens 12454-S	Charleston	0	0	
426	Walgreens 19108	Big Chimney	0	0	
643	Little General Store #4135	PINCH	0	0	
4 Total stores for Route			Route total:	0	0
497	Tri-state Discount Liquor	Chester	0	0	
537	New Cumberland Liquors Inc.	New Cumberland	0	0	
508	Celebrations	Weirton	0	0	
509	Shop-n-save	Weirton	0	0	
496	Tri-state Discount Liquor	Weirton	0	0	
406	Walgreens 19743	Follansbee	0	0	
407	Walgreens 19991	Wellsburg	0	0	
433	Smoker Friendly #20	Wheeling	0	0	
582	Smoker Friendly #21	Wheeling	0	0	
9 Total stores for Route			Route total:	0	0
724	Smoker Friendly Liquor Express	Inwood	0	0	
725	Smoker Friendly Big Apple Liquors	Inwood	0	0	
723	Smoker Friendly Penn Liquors	Martinsburg	0	0	
3 Total stores for Route			Route total:	0	0
41 Total Stores			Grand Total:	0	0

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Store	Store Name	City	Cases		
648	Walmart Supercenter #2684	NEW MARTINSVILLE	0	0	
505	Cvs/Pharmacy #6278	WHEELING	0	0	
432	WALGREENS 17319	Wheeling	0	0	
629	Smoker Friendly #41	WHEELING	0	0	
429	Walgreens 19305	Benwood	0	0	
504	Cvs/Pharmacy #6277	MOUNDSVILLE	0	0	
563	Par Mar Oil Co, Inc.	SISTERSVILLE	0	0	
435	Walgreens 17935	St. Marys	0	0	
8 Total stores for Route			Route total:	0	0
405	Walgreens 17559	Whitesville	0	0	
589	King Cut Rate Tobaccos #5	Marmet	0	0	
669	7-eleven 35910h	Charleston	0	0	
421	WALGREENS 19653	Charleston	0	0	
420	Walgreens #17353	Charleston	0	0	
424	Walgreens 17111	St. Albans	0	0	
6 Total stores for Route			Route total:	0	0
733	Little General #7550	Elizabeth	0	0	
573	Par Mar Store #3	PARKERSBURG	0	0	
713	Smoker Friendly #2	Parkersburg	0	0	
524	Par Mar Store 1105/Cork-N-Bottle Discount Liquor Warehouse	Williamstown	0	0	
530	Mini-giants, Inc	PARKERSBURG	0	0	
661	Cvs Pharmacy #7604	PARKERSBURG	0	0	
598	Smoker Friendly #1	PARKERSBURG	0	0	
545	Sam's Club #6373	VIENNA	0	0	
8 Total stores for Route			Route total:	0	0
409	Little General #3060	Gauley Bridge	0	0	
606	Video Palace, Inc.	Montgomery	0	0	
640	Little General Store #4095	CHARLESTON WV	0	0	
608	Premiere Liquors	CHARLESTON	0	0	
422	Walgreens 19790	Dunbar	0	0	
609	Smoker Friendly #16	DUNBAR	0	0	
554	Sam's Club #6457	SOUTH CHARLESTON	0	0	
647	Walmart Supercenter #2036	SOUTH CHARLESTON	0	0	
8 Total stores for Route			Route total:	0	0
655	Walgreens 17274	Eleanor	0	0	
602	Smoker Friendly #38	PT. PLEASANT	0	0	
650	Walgreens 18006	Point Pleasant	0	0	
525	Smoker Friendly's Liquor Plus #47	Mason	0	0	
416	Walgreens #17280	Ravenswood	0	0	
415	Walgreens 17116	Ripley	0	0	
418	Walgreens 17408	Charleston	0	0	
419	Kroger #785	Charleston	0	0	
8 Total stores for Route			Route total:	0	0
38 Total Stores			Grand Total:	0	0

ATTACHMENT #3
Monthly Sales Comparison

		2017	2018	2019	2020	2021	2022	2023
January	Retail	\$ 6,086,525.34	\$ 6,501,200.30	\$ 7,363,142.05	\$ 7,786,726.43	\$ 9,511,077.65	\$ 8,976,202.40	\$ 9,249,168.10
	Cost	\$ 4,672,364.06	\$ 4,839,519.68	\$ 5,483,102.73	\$ 5,792,658.19	\$ 6,909,788.20	\$ 6,694,765.04	\$ 6,885,365
	Cases	45,935	47,568	52,373	55,380	64,772	59,343	61,172
February	Retail	\$6,250,608.34	\$6,682,669.61	\$ 7,145,171.38	\$ 7,897,249.68	\$ 9,853,977.84	\$ 9,266,172.15	\$ 9,605,801.64
	Cost	\$ 4,790,490.69	\$ 4,974,559.48	\$ 5,304,556.00	\$ 5,852,689.92	\$ 7,312,769.88	\$ 6,879,184.83	\$ 7,126,425.88
	Cases	46,767	47,785	50,766	56,015	67,184	62,008	62,693
March	Retail	\$ 7,690,827.98	\$ 8,107,846.63	\$ 8,614,181.51	\$ 11,657,629.39	\$ 11,522,049.07	\$ 11,470,706.86	\$ 11,571,932.48
	Cost	\$ 5,881,532.43	\$ 6,013,447.54	\$ 6,384,963.89	\$ 8,630,534.76	\$ 8,543,007.10	\$ 8,486,295.82	\$ 8,563,039.33
	Cases	56,401	58,235	58,705	81,064	76,122	75,714	74,834
April	Retail	\$ 8,126,969.16	\$ 7,914,290.62	\$ 8,712,180.19	\$ 10,715,213.90	\$ 10,814,703.07	\$ 10,187,385.43	\$ 9,531,106.45
	Cost	\$ 6,224,881.09	\$ 5,870,888.99	\$ 6,472,030.84	\$ 7,965,510.87	\$ 8,047,442.75	\$ 7,560,132.76	\$ 7,063,738.54
	Cases	58,250	56,989	61,861	73,894	71,538	68,339	62,664
May	Retail	\$ 7,450,854.51	\$ 8,685,560.25	\$ 9,171,174.97	\$ 10,672,256.89	\$ 10,696,254.89	\$ 11,431,602.74	\$ 12,669,509.91
	Cost	\$ 5,538,128.80	\$ 6,446,510.48	\$ 6,795,379.49	\$ 7,902,260.24	\$ 7,925,105.80	\$ 8,447,274.61	\$ 9,358,524.60
	Cases	55,157	61,317	64,521	73,363	71,849	75,427	83,771
June	Retail	\$ 7,603,292.68	\$ 7,983,951.54	\$ 8,406,080.31	\$ 11,132,447.09	\$ 11,073,116.97	\$ 10,885,387.49	\$ 11,575,624.83
	Cost	\$ 5,645,217.13	\$ 5,917,213.54	\$ 6,233,583.68	\$ 8,244,098.15	\$ 8,223,607.46	\$ 8,072,956.42	\$ 8,566,451.77
	Cases	55,424	57,085	59,338	77,721	77,796	74,579	79,425
July	Retail	\$ 6,777,336.04	\$ 7,892,626.39	\$ 9,082,663.10	\$ 10,466,896.20	\$ 10,523,290.63	\$ 10,168,214.34	\$ 9,475,940.46
	Cost	\$ 5,039,650.39	\$ 5,873,784.32	\$ 6,747,007.61	\$ 7,770,907.71	\$ 7,829,041.94	\$ 7,548,686.11	\$ 7,037,207.81
	Cases	50,018	56,660	63,746	71,962	71,557	68,166	64,561
August	Retail	\$ 7,724,998.48	\$ 7,933,344.27	\$ 8,203,904.76	\$ 9,628,229.46	\$ 9,839,305.58	\$ 10,768,094.70	\$ 13,334,353.55
	Cost	\$ 5,760,445.33	\$ 5,915,460.85	\$ 6,111,313.43	\$ 7,179,502.63	\$ 7,339,529.03	\$ 8,015,244.75	\$ 9,833,460.61
	Cases	55,686	56,581	58,724	64,529	66,344	71,762	88,925
September	Retail	\$ 13,816,186.93	\$ 7,003,858.08	\$ 13,291,825.79	\$ 13,976,530.01	\$ 15,150,325.24	\$ 18,294,321.05	\$ 9,916,836.28
	Cost	\$ 10,086,007.89	\$ 5,224,998.03	\$ 9,754,920.15	\$ 10,279,534.35	\$ 11,159,278.62	\$ 13,420,108.57	\$ 7,389,716.98
	Cases	100,348	49,630	93,378	100,024	103,455	119,747	66,157
October	Retail	\$ 7,245,076.13	\$ 14,648,534.12	\$ 8,068,353.14	\$ 10,147,724.93	\$ 10,041,128.11	\$ 10,374,805.53	\$ 16,712,247.60
	Cost	\$ 5,387,105.16	\$ 10,684,084.53	\$ 5,994,794.35	\$ 7,551,844.69	\$ 7,470,401.95	\$ 7,702,166.50	\$ 12,282,706.48
	Cases	52,602	103,992	57,567	66,775	69,040	69,624	108,157
November	Retail	\$ 7,186,348.64	\$ 7,928,963.59	\$ 7,649,619.08	\$ 8,657,206.48	\$ 9,968,045.62	\$ 10,135,569.76	\$ 10,086,082.33
	Cost	\$ 5,354,009.99	\$ 5,915,230.17	\$ 5,699,362.79	\$ 6,446,673.67	\$ 7,427,589.81	\$ 7,536,124.54	\$ 7,482,170.55
	Cases	51,233	55,950	53,775	60,219	67,039	65,574	67,056
December	Retail	\$ 8,964,485.28	\$ 8,836,114.30	\$ 10,761,081.24	\$ 11,643,596.48	\$ 12,909,432.55	\$ 12,542,515.97	\$ 11,441,305.28
	Cost	\$ 6,645,940.99	\$ 6,548,978.33	\$ 7,976,863.14	\$ 8,642,305.95	\$ 9,593,309.97	\$ 9,292,430.83	\$ 8,487,879.68
	Cases	63,572	60,656	72,481	77,421	83,699	80,815	72,433
TOTAL	Retail	\$ 94,923,509.51	\$ 100,118,959.70	\$ 106,469,377.52	\$ 124,381,706.94	\$ 131,902,707.22	\$ 134,500,978.42	\$ 135,169,908.91
	Cost	\$ 71,025,773.95	\$ 74,224,675.94	\$ 78,957,878.10	\$ 92,258,521.13	\$ 97,780,872.51	\$ 99,655,370.78	\$ 100,076,687.46
	Cases	691,393	712,448	747,235	858,367	890,395	891,098	891,848
(Approx)								
28% Upcharge -32% effective May 1, 2017		\$ 22,307,532	\$ 24,255,653	\$ 25,792,859	\$ 30,148,942	\$ 32,073,926	\$ 32,796,082	\$ 33,041,971
(Retail less freight less cost)								

ATTACHMENT 4

ESTIMATED LIST OF EQUIPMENT USED FOR DISTRIBUTION AND TRANSPORTATION OF SPIRITS FROM THE DISTRIBUTION CENTER TO RETAILER

Equipment used for regular delivery days

Quantity & Description:

(7) Tractors 80,000 GVW

(10) Trailers 40-48 feet in length with side doors and all with E-Tract to secure each pallet on load. Roll up rear doors preferred.

(12) Hand pallet jacks 5000 Lb. load capacity.

(1) Walk Behind Electric Pallet Jack with Charger for the loading and unloading of contractor's trailers.

(10) Two-wheel hand carts

(20) Load bars for trailers

(20) Rollers 10ft length, used in unloading

(300) E-straps 10ft and 15ft length

(2) Portable Dock Plates

Equipment needed during Trade Show deliveries

(10) Tractors 80,000 GVW

(20) Trailers 40-45 feet in length with side doors and some 45 and 53 feet in length, all with E-Track.

(13) Hand pallet jacks 5000 Lb. load capacity

(13) Two-wheel hand carts

Attachment 6
WV Code of State Rules

See 175 CSR 1, 175 CSR 5 and 175 CSR 6 at: <http://apps.sos.wv.gov/adlaw/csr/>