



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

Request for Quotation

RFQ NUMBER
ABCA52

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

*B05082409 304-744-7955
 QUICK DELIVERY SERVICE INC
 DAR INDUSTRIAL PARK PLANT RD
 BLDG 16
 NITRO WV 25143

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 322 70TH STREET, S.E.
 CHARLESTON, WV
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/09/2008				

BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH DISTRIBUTION AND TRANSPORTATION SERVICES.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 01/08/2009 AT 10:00 AM AT THE ABCA WAREHOUSE LOCATED AT 97 INDEPENDENT AVENUE, NITRO, WV 25143. ALL VENDORS INTERESTED IN SUBMITTING A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. ANY VENDOR FAILING TO ATTEND WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS REQUISITION, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/09/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE IN ANY FORMAT.</p>						

RECEIVED
 2009 JAN 21 AM 11:54
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Don Atchley</i>	304-482-2079	1/20/09	
TITLE	F.E.I.N	ADDRESS CHANGES TO BE NOTED ABOVE	
V. CC PPS-2878	55-0670559		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-8801**

***B05082409 304-744-7955**
QUICK DELIVERY SERVICE INC
DAR INDUSTRIAL PARK PLANT RD
BLDG 16
NITRO WV 25143

ALCOHOL BEVERAGE CONTROL
COMMISSION
322 70TH STREET, S.E.
CHARLESTON, WV
25304-2900 558-2487

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12/09/2008				

BID OPENING DATE: **01/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-86		
DISTRIBUTION AND TRANSPORTATION SERVICES EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Don [Signature]</i>	TELEPHONE 304-482-2079	DATE 1/20/09
TITLE Vice President	FEN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: **01/28/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Don Stoltz</i>	TELEPHONE 304-482-0079	DATE 1/20/09
TITLE Vice president	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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12/09/2008				

BID OPENING DATE: 01/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT	
				REV. 04/11/2001 EXHIBIT 6			
				PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.			
				PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.			
				PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIM			

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-482-2079	1/20/09	
TITLE	FED	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	55-0620559		

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BID OPENING DATE: 01/28/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF CONTRACT RENEWAL ONLY.</p> <p>(XX) BONDS: \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND.</p> <p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE BID BOND.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: ABCA52</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-982-0079	DATE 1/20/09
TITLE Vice President	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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PROBID
*B05082409 304-744-7955 QUICK DELIVERY SERVICE INC DAR INDUSTRIAL PARK PLANT RD BLDG 16 NITRO WV 25143

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BID OPENING DATE: 01/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:		01/28/2009				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				304-755-5756		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Ralph Hamilton		
***** THIS IS THE END OF RFQ				ABCA52 ***** TOTAL: _____		
<p><i>Don Stangle</i> <i>QUICK DELIVERY SERVICE, INC</i> <i>1/20/09</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Don Stangle</i>	TELEPHONE 304-482-0079	DATE 1/20/09
TITLE Vice President	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 01/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO CHANGE THE BID OPENING DATE						
FROM: 01/28/2009						
TO : 01/21/2009						
0001	1	LS		962-86		
DISTRIBUTION AND TRANSPORTATION SERVICES						
EXHIBIT 10						
REQUISITION NO.: ABCA52						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED						
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY						
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Don Ross</i>	TELEPHONE 304-482-0579	DATE 1/20/09
TITLE <i>Vice President</i>	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 01/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>Don Attridge</i> SIGNATURE <i>QUICK DELIVERY SERVICE, INC</i> COMPANY <i>1/20/09</i> DATE </p>						
REV. 11/96						
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Don Attridge</i>	TELEPHONE 304-482-0079	DATE 1/20/09
TITLE VICE PRESIDENT	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS AND CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 01/09/2009.						
ATTACHMENTS: QUESTIONS AND RESPONSES REVISED DELIVERY SCHEDULE (ATTACHMENT 2) PRE-BID SIGN-IN SHEET						
THE BID OPENING DATE REMAINS: 01/21/2009						
0001	1	LS		962-86		
DISTRIBUTION AND TRANSPORTATION SERVICES						
EXHIBIT 10						
REQUISITION NO.: ABCA52						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-482-0079	DATE 1/20/09
TITLE Vice President	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

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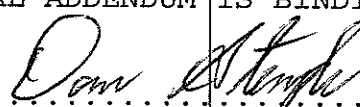
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01/13/2009				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY 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.




 SIGNATURE
 QUICK DELIVERY SERVICE, INC
 COMPANY

 1/20/09
 DATE

REV. 11/96

----- END OF ADDENDUM NO. 2 -----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-482-8079	DATE 1/20/09
TITLE VICE PRESIDENT	FEIN 55-0620559	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Requisition Number: ABCA52
Distribution and Transportation Services
Addendum No. 2**

- To add a revised delivery scheduled – Attachment 2

Question:

Can you identify which routes utilize 45' trailers and which utilize 40' trailers, or does it really matter?

Response:

All routes excluding one use 45 foot trailers. On Monday, the Eastern Panhandle route must use a 40 foot trailer (Richwood to Keyser).

Question:

How many of each (40' & 45' trailers) are needed?

Response:

Currently, nine 45 foot trailers and one 40 foot trailer are being used. This total is on a regular weekly basis. The Contractor will need to determine how many trucks it needs to operate effectively and for timely deliveries.

Question:

Confirm which routes are handled with straight trucks?

Response:

Two routes on Wednesday, Elkins and Huntington, and one route on Thursday, Southern WV. If a load is too large for a trailer the load must be divided with the extra product placed on a straight truck for delivery on the scheduled day and at the same scheduled time.

Question:

What was contracted amount in 2008?

Response:

ABCA does not have a contracted amount per say. In 2008 628,625 cases were sold by WV ABCA. In past years there has been a 5% or more increase from the proceeding years.

Question:

Page 9 – (3): The last sentence states the “loading and dispatching...will be under the direction of the WV ABCA...” Will WV ABCA employees perform the dispatch function, or will the contractor need to provide a dispatcher?

Response:

Contractor provides a superintendent to manage all dispatching at the direction of the WV ABCA.

Question:

We were told there will be a new delivery schedule attached to the next addendum, showing the 5-day schedule. Would it be possible to get the annual volume history (cases, pallets) for each location?

Response:

No.

Question:

Page 10 (5) – concerning”...shall have the following; Public Service Commission Stamp...” It’s our understanding that this requirement has been superseded by West Virginia’s participation in the Federal DOT Unified Carrier Registration Act (UCR). Is this correct?

Question:

Page 10 (5) - What is required to obtain a Public Service Commission stamp? Is there an associated cost?

Response:

As long as the carrier has a current USDOT and updated UCR an interstate DOT is not needed. All trucks must have a WV ABCA transportation permit to transport alcoholic liquors, which requires a bond and \$10.00 for the first truck fee and \$1.00 for each truck thereafter.

Question:

Page 7 - The bid opening is 1/218/09 and the performance start is 2/1/2009. Is there a transition/phase-in timeframe before actual performance starts?

Response:

There is no Transition/Phase before the actual performance is to start.

Question:

Page 9 (3) - Is the attached 4-day delivery schedule required by the ABCA, or will the contractor have the latitude to recommend different scheduling?

Response:

Please note that a new Delivery schedule has been issued to replace Attachment 2 of the RFQ. Note the ABCA has implemented a 5 day schedule to take effect upon the new contract. ABCA sets the delivery schedule and routes, however taking in consideration of any input suggested by the distribution contractor in writing.

Question:

Page 9 (4) - This section says the contractor will "furnish all necessary labor incidental to the unloading of and to perform all such unloading of trucks and other vehicles at the ABCA Distribution Center and at the private retail liquor stores...." The last sentence states; "ABCA will furnish all labor to load and unload all trucks from the ABCA Distribution Center"... It is unclear what the contractor's role will be in loading and unloading at the ABCA Distribution Center?

Response:

ABCA will load all product scheduled to be delivered to retailers, there is no loading or unloading to be done by the contractor at the Distribution Center, only at the private retail liquor sales.

Question:

Page 9 (4) – When unloading at the private retail liquor stores, will the drivers be required to put the product on the shelves or just deliver to an inside location?

Response:

The responsibility of the driver when delivering to a private retail liquor store is to place the product inside a designated area assigned by the retailer. The driver is not to place the product on the shelves.

Question:

Page 10 (7) - What is the estimated value of the parts of stills we'll be responsible for? How is the value established? How often are still parts transported?

Response:

In reverse order to the question, stills are not often transported, meaning rarely. The value of a still to be transported would be the Fair Market Value. There is no current estimated value of stills the contractor would be responsible for since this is not the main function of the RFQ.

Question:

Page 11 (10) – What is the ABCA approval process for our labor?

Response:

See page 5 #10 under the Contractors Covenants and Binds Itself section. The Contractor's responsibility is to furnish all labor for fulfilling ABCA 52 when submitting its bid.

Question:

Page 11 (11) - Will there be an office available for our superintendent or person in authority at the ABCA Distribution Center? Will there be internet capability available at the ABCA Distribution Center?

Response:

Yes, an office section with a desk and phone will be provided. There is a shared internet location at ABCA Distribution Center that will be available for short periods of use. Meaning it is not solely dedicated for the Contractor's use. The Contractor may use a wireless card or other means to communicate over the internet.

Question:

Page 12 - Will our drivers have access to a break area? Will there be a place for personal lockers for our employees?

Response:

Drivers will only have access to a waiting area and rest rooms. There are no personal lockers for the Drivers and the superintendent will have an office in which to store his belongings.

Question:

Page 12 (15) – There appears to be ample parking space around the Nitro facility, and from an operational standpoint – it would be the best place for the trucks. Is parking there an option if we provide insurance to indemnify the State of any liability for damage to the assets?

Response:

The Nitro facility cannot be used as a depot or staging area for contractor's fleet. See page 6 #15 under the Contractors Covenants and Binds Itself section. Only the equipment that is to be used on daily distribution basis can be staged at the Nitro facility (this means the straight truck/box truck and trailers parked at the loading docks for loading and unloading and only tractors (trucks) approved to be left overnight by the ABCA Distribution Center Manager.)

Question:

Are the current employees providing distribution and transportation services represented by a union? If so, do you have a copy of the Collective Bargaining Agreement (CBA)?

Response:

Yes, but it is not required by the state or ABCA

Question:

Are there any overnight route stays?

Response:

There are 3 overnight route stays

REVISED 1/12/09

MONDAY ORDER DAY
WEDNESDAY DELIVERY

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
444	RITE AID #906	BUCKHANNON				2:30
443	RITE AID #2265	PARSONS				1:30
592	CANAAN VALLEY GEN STORE	DAVIS				1:00
614	PAR MAR STORE #45	HUTTONSVILLE				12:00
562	RITE AID #914	ELKINS				11:30
590	SMOKER FRIENDLY PLUS	ELKINS				11:00
591	BELINGTON SHOP-N-SAVE	BELINGTON				9:45
603	SMOKER FRIENDLY PLUS	PHILIPPI				9:00
442	RITE AID #1982	GRAFTON				7:00 AM
		TOTAL				
408	RITE AID #1687	CLAY				3:00
514	ACME WHOLESALE	GASSAWAY				2:15
533	FLATWOODS DISCOUNT	SUTTON				1:30
585	DAIRY MART FOODS #76	TERRA ALTA				12:30
436	RITE AID #2605	KINGWOOD				11:45
475	GDSH DISTRIBUTORS	BRUCETON MILLS				11:00
472	GDSH DISTRIBUTORS	MORGANTOWN				10:15
471	GDSH DISTRIBUTORS	MORGANTOWN				9:30
473	GDSH DISTRIBUTORS	MORGANTOWN				8:00
516	GIANT EAGLE #59	MORGANTOWN				7:00 AM
		TOTAL				
521	LIQUID ASSESTS	GLENVILLE				2:30
584	RITE AID #1305	WESTON				1:45
527	LEWIS CO LIQUOR STORE	WESTON				1:00
474	GDSH DISTRIBUTORS	MORGANTOWN				11:00
587	RITE AID #919	MORGANTOWN				10:00
544	ASHBROOKE LIQUOR OUTLET	MORGANTOWN				8:30
536	THE SPIRIT SHOPPE	NUTTER FORT				7:30
586	ROCKO'S	BRIDGEPORT				6:30 AM
		TOTAL				
440	RITE AID #3341	HARRISVILLE				3:30
593	PRIMA MARKETING 7-11	WEST UNION				3:00
550	DAIRY MART FOODS #19	SALEM				2:30
413	RITE AID #915	CLARKSBURG				1:30
414	RITE AID #1914	NUTTER FORT				12:30
547	SHINNSTON SHOP-N-SAVE	SHINNSTON				11:30
621	OLD HUNDRED LIQUORS	HUNDRED				10:45
428	RITE AID #1408	MANNINGTON				10:00
470	GDSH DISTRIBUTORS	FAIRMONT				9:00
610	SO. FAIRMONT SHOP-N-SAVE	FAIRMONT				8:15
618	LIQUOR OUTLET	FAIRMONT				7:30 AM
		TOTAL				
		GRAND TOTAL				

TUESDAY ORDER DAY
THURSDAY DELIVERY

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
445	RITE AID #1687	WEBSTER SPRINGS				2:30
513	KING CUT RATE TOBACCOS #3	SUMMERSVILLE				1:00
594	GODFATHER LIQUORS #2	SUMMERSVILLE				12:00
410	RITE AID #2610	ANSTED				11:30
495	CJ'S TOBACCO SHOP	BECKLEY				11:00
494	CJ'S TOBACCO SHOP	BECKLEY				10:30
439	RITE AID #1694	BECKLEY				10:00
438	RITE AID #957	BECKLEY				9:00
574	GODFATHER LIQUORS	BECKLEY				8:00
498	COMAC #3	OAK HILL				7:00 AM
		TOTAL				
528	ZEEK ENTERPRISES	KERMIT				4:00
599	H & H SPIRITS	WILLIAMSON				3:00
604	MATEWAN LIQUOR	MATEWAN				2:00
596	TRAILS END SOUVENIRS	GILBERT				1:00
447	RITE AID #113	PINEVILLE				12:00
583	PRIMA #5445	OCEANA				11:00
568	PRIMA #5441	MAN				10:00
612	L.A. LIQUOR & LOTTERY	LOGAN				9:00
427	RITE AID #2460	CHAPMANVILLE				8:00
403	RITE AID #1289	DANVILLE				7:00 AM
		TOTAL				
405	RITE AID #963	WHITESVILLE				2:00
446	RITE AID #1373	MULLENS				1:00
523	WELCH BANTAM MARKET	WELCH				12:00
503	D&D BEVERAGES	BLUEWELL				11:00
502	ONE STOP BEVERAGE MART	BLUEFIELD				10:00
548	KO CONVENIENCE CENTER	BLUEFIELD				9:00
477	LIQUORS & MORE #1	PRINCETON				8:00
478	LIQUORS & MORE #2	PRINCETON				7:30
535	THE LIQUOR STORE	PRINCETON				7:00 AM
		TOTAL				
411	RITE AID #121	RAINELE				4:00
620	MONROE LIQUORS	UNION				3:00
581	OLD WHITE CLUB CORP	WHITE SULP SPRG				3:00
490	GREENBRIER LIQUOR SHOPPE	WHITE SULP SPRG				2:00
506	THE LOFT	LEWISBURG				1:00
613	WATERFRONT SPORTING GOODS	ALDERSON				12:00
441	RITE AID #286	HINTON				11:00
561	RASI DISCOUNT LIQUOR	BEAVER				10:00
493	CJ'S TOBACCO SHOPPE	BECKLEY				8:00
549	KROGER #790	BECKLEY				7:00 AM
		TOTAL				
		GRAND TOTAL				

THURSDAY ORDER DAY
MONDAY DELIVERY

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
457	7-ELEVEN #20685	SHEPHERDSTOWN				10:45
624	7-ELEVEN #10670	MARTINSBURG				10:00
501	BIG APPLE LIQUORS	INWOOD				9:00
451	7-ELEVEN #17704	INWOOD				8:00 AM TUESDAY
455	7-ELEVEN #28300	RANSON				3:30
541	OLD TOWNE LIQUORS	HARPERS FERRY				2:30
625	7-ELEVEN #28316	CHARLES TOWN				1:30
454	7-ELEVEN #28317	WARDENSVILLE				11:30
519	A&A SPIRITS SHOPPE	MOOREFIELD				10:00
452	7-ELEVEN #17092	PETERSBURG				9:30
605	LAST STOP SPIRIT SHOP	FRANKLIN				8:30 AM MONDAY
		TOTAL				
430	RITE AID #234	RICHWOOD				1:30
479	LIQUORS & MORE #3	MARLINTON				12:00
500	PENN LIQUORS	MARTINSBURG				8:00 AM TUESDAY
449	7-ELEVEN #28320	FALLING WATERS				1:00
623	7-ELEVEN #28310	HEDGESVILLE				12:00
460	7-ELEVEN #28303	BERKLEY SPRINGS				11:00
510	CRUISE THRU	ROMNEY				10:00
453	7-ELEVEN #16924	ROMNEY				9:00
459	7-ELEVEN #28326	FORT ASHBY				8:00
458	7-ELEVEN #17109	KEYSER				7:00 AM MONDAY
		TOTAL				
551	BILLO'S	DIAMOND				1:45
606	VIDEO PALACE	MONTGOMERY				1:00
409	RITE AID #2736	SMITHERS				12:15
567	PRIMA 7-11 #5415	KANWAHA CITY				11:30
421	RITE AID #934	KANWAHA CITY				11:00
420	RITE AID #1562	EAST END				10:00
608	PREMIERE LIQUORS	CHARLESTON				8:30
425	RITE AID #3702	CROSS LANES				7:30
424	RITE AID #946	ST. ALBANS				6:15
569	PRIMA 7-11 #5512	ST. ALBANS				6:00 AM
		TOTAL				
417	RITE AID #948	WEST WASH ST				9:00
419	RITE AID #935	WEST WASH ST				8:00
426	RITE AID #2571	BIG CHIMNEY				7:00
617	SHOP & GO INC. #1	PINCH				6:15
570	PRIMA 7-11 #5419	NITRO				5:30 AM
		TOTAL				
		GRAND TOTAL				

REVISED 4/12/09

WEDNESDAY ORDER DAY
FRIDAY DELIVERY

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
607	JULIAN'S MARKET	HUNTINGTON				5:00
619/611	SAAD'S/SPIRITS ON PLAZA	HUNTINGTON				4:00
622	STADIUM SPIRITS INC.	HUNTINGTON				3:30
565	PRIMA #5412	HUNTINGTON				2:30
626	CORNER LIQUOR & WINE	HUNTINGTON				12:30
492	CLASSIC LIQUORS	HUNTINGTON				12:00
578	CLASSIC LIQUORS	KENOVA				11:00
532	SPIRITS ETC	BARBOURSVILLE				9:00
566	PRIMA #5424	BARBOURSVILLE				8:30
576	KING CUT RATE TOBACCO	BARBOURSVILLE				8:00 AM
		TOTAL				
<hr/>						
525	MARATHON FOOD MART	NEW HAVEN				11:00
588	MAIN STREET LIQUOR MARKET	POINT PLEASANT				10:15
602	SMOKER FRIENDLY PLUS	POINT PLEASANT				9:30
616	PRIMA 7-11 #5512	HAMLIN				8:30
401	SHORT STOP MARKETS	HURRICANE				7:45
597	SMOKER FRIENDLY PLUS	SCOTT DEPOT				7:15
615	PRIMA 7-11 #5306	SCOTT DEPOT				6:30 AM
		TOTAL				
<hr/>						
		GRAND TOTAL				

NEWSPAPER DELIVERIES
HOLIDAY SCHEDULE
Thursday/Friday Deliveries

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
445	RITE AID #1687	WEBSTER SPRINGS				2:30
513	KING CUT RATE TOBACCOS #3	SUMMERSVILLE				1:00
584	GODFATHER LIQUORS #2	SUMMERSVILLE				12:00
410	RITE AID #2610	ANSTED				11:30
495	CJ'S TOBACCO SHOP	BECKLEY				11:00
494	CJ'S TOBACCO SHOP	BECKLEY				10:30
439	RITE AID #1694	BECKLEY				10:00
438	RITE AID #957	BECKLEY				9:00
574	GODFATHER LIQUORS	BECKLEY				8:00
498	COMAC #3	OAK HILL				7:00 AM
		TOTAL				
528	ZEEK ENTERPRISES	KERMIT				4:00
599	H & H SPIRITS	WILLIAMSON				3:00
604	MATEWAN LIQUOR	MATEWAN				2:00
596	TRAILS END SOUVENIRS	GILBERT				1:00
447	RITE AID #113	PINEVILLE				12:00
583	PRIMA #5445	OCEANA				11:00
568	PRIMA #5441	MAN				10:00
612	L.A. LIQUOR & LOTTERY	LOGAN				9:00
427	RITE AID #2460	CHAPMANVILLE				8:00
403	RITE AID #1289	DANVILLE				7:00 AM
		TOTAL				
405	RITE AID #963	WHITESVILLE				2:00
446	RITE AID #1373	MULLENS				1:00
523	WELCH BANTAM MARKET	WELCH				12:00
503	D&D BEVERAGES	BLUEWELL				11:00
502	ONE STOP BEVERAGE MART	BLUEFIELD				10:00
548	KO CONVENIENCE CENTER	BLUEFIELD				9:00
477	LIQUORS & MORE #1	PRINCETON				8:00
478	LIQUORS & MORE #2	PRINCETON				7:30
535	THE LIQUOR STORE	PRINCETON				7:00 AM
		TOTAL				
411	RITE AID #121	RAINELLE				4:00
620	MONROE LIQUORS	UNION				3:00
581	OLD WHITE CLUB CORP	WHITE SULP SPRG				3:00
490	GREENBRIER LIQUOR SHOPPE	WHITE SULP SPRG				2:00
506	THE LOFT	LEWISBURG				1:00
613	WATERFRONT SPORTING GOODS	ALDERSON				12:00
441	RITE AID #286	HINTON				11:00
561	RASI DISCOUNT LIQUOR	BEAVER				10:00
493	CJ'S TOBACCO SHOPPE	BECKLEY				8:00
549	KROGER #790	BECKLEY				7:00 AM
		TOTAL				
607	JULIAN'S MARKET	HUNTINGTON				5:00
619/611	SAAD'S/SPIRITS ON PLAZA	HUNTINGTON				4:00
622	STADIUM SPIRITS INC.	HUNTINGTON				3:30
565	PRIMA #5412	HUNTINGTON				2:30
626	CORNER LIQUOR & WINE	HUNTINGTON				12:30
492	CLASSIC LIQUORS	HUNTINGTON				12:00
578	CLASSIC LIQUORS	KENOVA				11:00
532	SPIRITS ETC	BARBOURSVILLE				9:00
566	PRIMA #5424	BARBOURSVILLE				8:30
576	KING CUT RATE TOBACCO	BARBOURSVILLE				8:00 AM
		TOTAL				
525	MARATHON FOOD MART	NEW HAVEN				11:00
588	MAIN STREET LIQUOR MARKET	POINT PLEASANT				10:15
602	SMOKER FRIENDLY PLUS	POINT PLEASANT				9:30
616	PRIMA 7-11 #5512	HAMLIN				8:30
401	SHORT STOP MARKETS	HURRICANE				7:45
597	SMOKER FRIENDLY PLUS	SCOTT DEPOT				7:15
615	PRIMA 7-11 #5306	SCOTT DEPOT				6:30 AM
		TOTAL				
		GRAND TOTAL				

REVISED 1/21/09

FRIDAY ORDER DAY
TUESDAY DELIVERY

STORE	STORE NAME	CITY	CASES	PALLETS	ACTUAL	DELIVERY TIME
582	SMOKER FRIENDLY PLUS	WHEELING				12:30
508	CELEBRATIONS	WEIRTON				10:30
537	NEW CUMBERLAND LIQUORS	NEW CUMBERLAND				9:00
497	TRI-STATE LIQUOR DISCOUNT	CHESTER				8:00 AM TUESDAY
509	SHOP-N-SAVE	WEIRTON				5:30
496	TRI-STATE DISCOUNT LIQUOR	WEIRTON				4:30
406	RITE AID #1949	FOLLANSBEE				3:45
407	RITE AID #3388	WELLSBURG				3:15
433	RITE AID #734	WHEELING				2:30 PM MONDAY
		TOTAL				
524	GAS-N-GOODS CONVENIENCE	WILLIAMSTOWN				2:30
435	RITE AID #1382	ST MARYS				1:45
563	PAR MAR OIL	SISTERVILLE				12:45
522	THE ABC STORE	NEW MARTINSVILLE				11:45
504	CVS PHARMACY #6277	MOUNDSVILLE				10:05
429	RITE AID #1603	BENWOOD				10:00
432	RITE AID #733	WHEELING				9:00
505	CVS PHARMACY #5278	WHEELING				8:00 AM
		TOTAL				
531	SPENCER SPIRITS INC.	SPENCER				2:00
415	RITE AID #959	RIPLEY				1:00
416	RITE AID #280	RAVENSWOOD				12:00
575	CJ'S LOTTERY	PARKERSBURG				11:00
573	PAR MAR STORE #3	PARKERSBURG				10:15
530	MINI-GIANTS	PARKERSBURG				9:30
580	TRAFFIC CIRCLE DRIVE THRU	PARKERSBURG				8:30
598	SMOKER FRIENDLY PLUS	PARKERSBURG				7:15
545	SAM'S CLUB #6373	VIENNA				6:30 AM
		TOTAL				
422	RITE AID #937	DUNBAR				11:30
609	SMOKER FRIENDLY PLUS	DUNBAR				10:45
423	RITE AID #947	SOUTH CHARLESTON				10:15
589	KING CUT RATE TOBACCOS	SOUTHRIDGE				9:30
554	SAM'S CLUB #6457	SOUTH RIDGE (SAMS)				8:45
418	RITE AID #944	BRIDGE ROAD				8:00 AM
		TOTAL				
		GRAND TOTAL				

SIGN IN SHEET

Request for Quotation Number:

PRCS2

Date:

1-08-09

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: SLEED CO.
 Firm Address: 100 EAST COVE EXTEN SWAY
WHEELING WV 26003
 Representative Attending: ROBERT SINCARVICH, PRES
 Phone Number: 304-243-1820
 Fax Number: 304-243-6854
 Email Address: r.sincarvich@sleedco.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: SLEED CO.
 Firm Address: (small)
 Representative Attending: RABBIT EMMERSON, VP
 Phone Number: 304-243-1820
 Fax Number: 304-243-6854
 Email Address: emman@sleedco.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

SIGN IN SHEET

Request for Quotation Number: _____

ABCA52

Date: _____

8 Jan 2009

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>ABRB ASSOCIATES INC</u>
Firm Address:	<u>9991 Appleton Road Parkway</u> <u>Suite 400</u> <u>Columbia, MD 21046</u>
Representative Attending:	<u>Tim Ryan, Graham Thompson, Assistant</u>
Phone Number:	<u>301-596-2440</u>
Fax Number:	<u>301-596-7879</u>
Email Address:	<u>TimRyan@ABRASOCIATES.COM</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

ABC52

Date:

1-08-09

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: QUICK DELIVERY SERVICE
 Firm Address: 350 W. 19TH ST.
N. FRO. WV 25743
GENE H LAYN
Poppy Hammon Lane Man
 Representative Attending: Dan Stemple VP. of Operations
 Phone Number: 304-259-2300
 Fax Number: 304-255-5956
 Email Address: Phamivand@peoplepc.com

Firm Name: WV ABCA
 Firm Address: 322 76th St S.E.
Charleston WV 25304
 Representative Attending: Belinda K Burdette
 Phone Number: 558-2481 x220
 Fax Number: 558-1538
 Email Address: bburdette@wvabca.com

Firm Name: WVABC4
 Firm Address: 322-76TH ST SE
CHARLESTON WV 25304
ED HAZI mac
 Representative Attending: ABCA DISTRIBUTION CENTER
 Phone Number: (304) 759-0720
 Fax Number: (304) 759 0755
 Email Address: EHazi@WVABC4.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: W.V.A.B.C. N.
 Firm Address: 322 76th St SE
Charleston, WV. 25304
Bradie Shopp
 Representative Attending: ABCA Distribution Cost
 Phone Number: 304 759-0720
 Fax Number: 304 759-0755
 Email Address: B.Shopp@WVABC4.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

RECEIVED

06-08 AM 21 NOV 600Z

NOISMG
PURCHASING
WV

Request for Quotation Number: ABC52

Date: 1-28-09

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: BIG DOGS LOGGING
Firm Address: 1235 N. LAMAR, W
#550
HOUSTON, TX 77068
Representative Attending: KIRRIC LANE
Phone Number: 713.996.8771 x2023
Fax Number: 713.996.7823
Email Address: KLANE@BIGDOGSLOGGING.COM

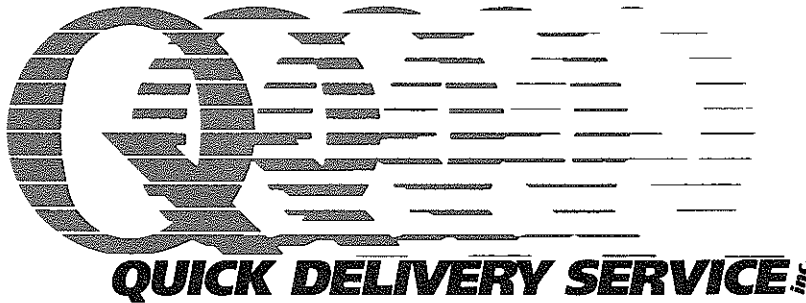
Firm Name: WV ABCA
Firm Address: _____
Representative Attending: Mandy Smith
Phone Number: 558-2481
Fax Number: _____
Email Address: _____

Firm Name: WV ABCA
Firm Address: 322 70TH ST. SE.
Representative Attending: _____
Phone Number: _____
Fax Number: 558-2481
Email Address: _____

Firm Name: _____
Firm Address: _____
Representative Attending: [Signature]
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: WV ABCA
Firm Address: 322 70TH ST SE
Representative Attending: _____
Phone Number: _____
Fax Number: 959-0720
Email Address: _____

Firm Name: FRANK CARDIA
Firm Address: ABCA
Representative Attending: _____
Phone Number: (304) 541-2430
Fax Number: _____
Email Address: _____



January 20, 2009

Dear Commissioner;

Thank you very much for continuing to allow Quick Delivery Service the opportunity to participate in the Distribution and Transportation Services Request for Quotation. We want to continue to be the carrier of choice with the Alcohol Beverage Control Administration and to enjoy a partnership with you that will last many years into the future.

Quick Delivery has upgraded its distribution fleet over the past contract period and plans to continue with upgrades to its fleet if awarded the new ABCA Distribution and Transportation Services contract. We are planning to purchase a new Volvo straight box truck and other new equipment in an effort to continue to prevent any down time.

Quick Delivery has continued to place qualified, professional and dedicated drivers on the delivery routes to ensure excellent service to your customers. We believe we have your best interests in mind and strive to meet your customer's needs and requirements. As you are aware the drivers at Quick Delivery are part of the Teamster Union Local 175 and all reside locally. We enjoy a positive relationship with the drivers and their Union representatives that allow us to work towards continuous improvement in our distribution operations.

As with most companies, Quick Delivery continues to see increases in its operating costs such as fuel, equipment, insurance, maintenance, wages, benefits, etc. However, in our bid proposal we will maintain the existing rate structure of \$1.80 per case plus applicable fuel surcharge in an effort to prove our commitment to this partnership.

As always, we are very appreciative of your business and look forward to our continued relationship if awarded this new Distribution and Transportation Services contract.

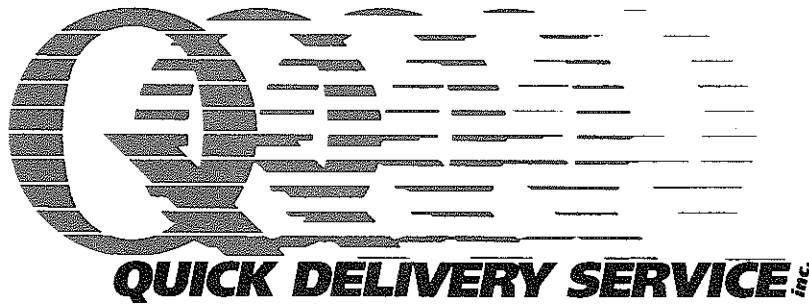
Respectfully,

A handwritten signature in black ink that reads "Dan Stemple".

Dan Stemple
Vice President
Quick Delivery Service, Inc.

350 West 19th Street • Nitro, West Virginia 25143 • 304.759.2300 • Fax 304.755.5756





Narrative Statement Describing How The Bidder Will Carry Out Terms and Conditions of The Contract:

As you are aware, Quick Delivery has several years of experience in handling the distribution of alcoholic beverages for the ABCA. We have a longtime trained onsite supervisor (Gene Layne) who will continue to manage the distribution and transportation activities for this operation. Our drivers are professional and courteous. We continue to stress the importance of excellent customer service and customer relationships with our drivers. Drivers are assigned cell phones so they can stay in touch with each retailer regarding their daily schedule and to contact their supervisor as needed.

We will continue to have an adequate number of well maintained equipment to support the distribution requirements of the ABCA. This includes tractors, trailers, straight trucks, rollers, dollies, etc.

Quick Delivery will continue to abide by all ABCA rules, regulations, policies, and procedures regarding the handling of shipments and the keeping and furnishing of records for these shipments.

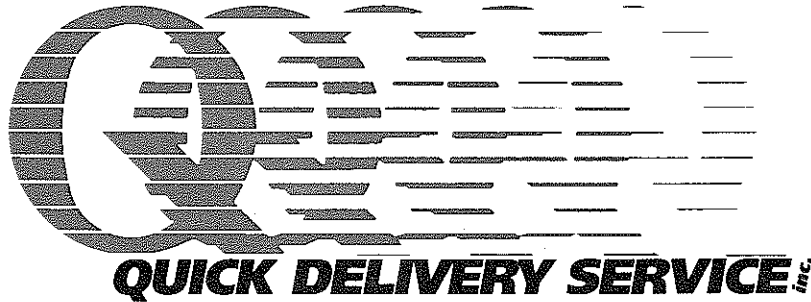
Quick Delivery has a local terminal in Nitro, WV. within a mile of the ABCA Distribution Center. We have immediately available to the ABCA, additional qualified and trained drivers as well as tractors, trailers, straight trucks, and other equipment to support peak daily load and delivery requirements and to meet any other transportation demands of the ABCA.

Quick Delivery has developed contingencies in the event a regular delivery driver is on vacation, sick, or otherwise unavailable. Written directions are also available for the regular route drivers as well as for the replacement drivers to every retail liquor store.

The ABCA distribution operation and drivers are closely managed. The drivers are supervised and given direction by the on-site Supervisor (Gene Layne) who reports directly to the Terminal Manager (Ralph Hamilton) of our local Nitro, WV Terminal. The Terminal Manager reports directly to the Vice President (Dan Stemple) who routinely visits the Nitro terminal 2-3 times a week and can be available and on-site with short notice when needed. Any issues or concerns of the ABCA or its retail customers can be immediately addressed by Quick Delivery.

350 West 19th Street • Nitro, West Virginia 25143 • 304.759.2300 • Fax 304.755.5756





West Virginia ABCC Fuel Cost Adjustment Index

W.V. Diesel Price Average Per gallon amount	Base Cost per case	Fuel Surcharge Rate	Adjusted cost per case Total cost
\$ 2.00 - \$ 2.09	\$ 1.80	\$ 0.00	\$ 1.80
\$ 2.10 - \$ 2.19	\$ 1.80	\$ 0.01	\$ 1.81
\$ 2.20 - \$ 2.29	\$ 1.80	\$ 0.02	\$ 1.82
\$ 2.30 - \$ 2.39	\$ 1.80	\$ 0.03	\$ 1.83
\$ 2.40 - \$ 2.49	\$ 1.80	\$ 0.04	\$ 1.84
\$ 2.50 - \$ 2.59	\$ 1.80	\$ 0.05	\$ 1.85
\$ 2.60 - \$ 2.69	\$ 1.80	\$ 0.06	\$ 1.86
\$ 2.70 - \$ 2.79	\$ 1.80	\$ 0.07	\$ 1.87
\$ 2.80 - \$ 2.89	\$ 1.80	\$ 0.08	\$ 1.88
\$ 2.90 - \$ 2.99	\$ 1.80	\$ 0.09	\$ 1.89
\$ 3.00 - \$ 3.09	\$ 1.80	\$ 0.10	\$ 1.90
\$ 3.10 - \$ 3.19	\$ 1.80	\$ 0.11	\$ 1.91
\$ 3.20 - \$ 3.29	\$ 1.80	\$ 0.12	\$ 1.92
\$ 3.30 - \$ 3.39	\$ 1.80	\$ 0.13	\$ 1.93
\$ 3.40 - \$ 3.49	\$ 1.80	\$ 0.14	\$ 1.94
\$ 3.50 - \$ 3.59	\$ 1.80	\$ 0.15	\$ 1.95
\$ 3.60 - \$ 3.69	\$ 1.80	\$ 0.16	\$ 1.96
\$ 3.70 - \$ 3.79	\$ 1.80	\$ 0.17	\$ 1.97
\$ 3.80 - \$ 3.89	\$ 1.80	\$ 0.18	\$ 1.98
\$ 3.90 - \$ 3.99	\$ 1.80	\$ 0.19	\$ 1.99
\$ 4.00 - \$ 4.09	\$ 1.80	\$ 0.20	\$ 2.00

An increase of \$.01 per case for every increment of \$.10 per gallon

This surcharge will be renewed on the 1st of every month effective November 1st 2007



State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: QUICK DELIVERY SERVICE Signed: Don Stump
 Date: 11/20/09 Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: QUICK DELIVERY SERVICE, INC

Authorized Signature: Don Stumpf Date: 1/20/09

RESPONSIBILITY REQUIREMENTS

(1) No bidder, 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 or spiritus liquor. Conversely, no distillery, rectifier, importer, broker, winemaker, brewer, wholesale distributor or retailer of beer, malt liquor, wine or spiritus liquor shall have directly or indirectly, any interest in the business of any person, corporation, partnership or other legal entity submitting bids.

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

(2) The successful bidder, upon the acceptance of a bid proposal by the State of West Virginia, but before entering into the actual contract, **Shall** provide a performance bond in the sum of not less than Fifty Thousand Dollars (\$50,000.00), such bond to be issued by a surety company licensed to transact business in West Virginia and approved by the Insurance Commissioner of this State as to solvency and responsibility. The performance bond shall be effective at the time the contract takes effect and it shall continue in effect for the entire contract period, and it shall be conditioned upon:

(a) The contractor performing all contractual activities in accordance with the contract entered into by and between the Contractor and the ABCA, and

(b) The contractor not violating the liquor laws of the State of West Virginia and/or of the Federal Government.

(3) Each bidder **shall** provide a bid bond in the amount of Five Thousand Dollars (\$5,000.00).

(4) Each bidder should submit with its bid a narrative statement describing how the bidder will carry out the terms and conditions of the contract.

DISTRIBUTION

The Contractor agrees to distribute and transport alcoholic liquors, supplies and equipment in accordance with the terms and conditions of the contract, from the State Distribution Center in Nitro, WV to private retail liquor stores.

No other product or no other entity's products may be distributed or transported by the Contractor while ABCA products are being distributed or transported by the Contractor (see #20 under Contractor Covenants).

Attachment 2 - Sets forth delivery as required by the ABCA from distribution to designated private retail liquor stores, and other pertinent data.

THE CONTRACTOR COVENANTS AND BINDS ITSELF:

(1) To transport at such times and in such quantities as required, any and all alcoholic liquors, supplies and equipment for the ABCA 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 private retail liquor stores as provided in Chapter 60 of the West Virginia Code of 1931, as amended.

(2) To transport, without charge, from said private retail liquor stores to the Distribution Center 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 ABCA or private retail liquor store, as appropriate.

(3) To properly execute all orders for transportation as contemplated by this agreement, issued by the ABCA. A schedule of times of regular deliveries to and from each private retail liquor store shall be furnished to the Contractor from time to time by the ABCA, and the ABCA hereby reserves the right to change said schedule without notice. The ABCA will set all preferred delivery routes, schedules and times for the Contractor. All extra and special shipments shall be delivered promptly. The loading and dispatching of all trucks or vehicles operating under this contract shall be under the direction of the ABCA as to time and method of loading and unloading.

(4) To furnish all necessary labor incidental to the unloading and to perform all such unloading of trucks and other vehicles at the ABCA Distribution Center and at the private retail liquor stores and the placing of such shipments inside the building of the respective consignees in such place or places as may be designated from time to time for the receipt of such alcoholic liquors, parts of stills, empty cases, supplies and equipment. ABCA will furnish the labor to load and unload all trucks from the ABCA Distribution Center.

(5) To have 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 trailers, tractors, 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 quantity to meet the varied and specific needs of each individual store or agency.

During the life of this contract, each tractor, trailer and truck used in fulfilling this contract shall have the following; a valid license, a Public Service Commission stamp, a liquor transportation permit, a fuel stamp, and an identification number. Each tractor, trailer and truck used for this contract must be equipped with a telecommunication device. The Contractor may have additional equipment to electronically track each of its vehicles.

(6) Upon award, the vendor must 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.

(7) To indemnify and save harmless the ABCA 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 Contractor, whether at the warehouse or at some other location, and until the same are placed in position in the said private retail liquor stores 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 contractor, 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.

(8) To purchase and maintain, at the expense of the Contractor, liability insurance with a reputable insurance company or companies licensed to do business in the State of West Virginia, to cover damages for each occurrence for personal injury in the amount of not less than One Million Dollars (\$1,000,000.00) for injury to a single person, in an amount not less than Five Million Dollars (\$5,000,000.00) for injury to two or more persons and to cover property damage in the amount of not less than One Million Dollars (\$1,000,000.00), any or all of which may result from the performance of this contract; to keep on file with the ABCA, at all times, a copy of the current, paid premium receipt on said insurance; and to assure ABCA is notified of any changes, including cancellation of said insurance.

(9) To purchase and maintain, at the expense of the Contractor, cargo insurance from some 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 at one time seven hundred fifty cases or more of alcoholic liquors, such amount being authorized to be reduced by seventy dollars (\$70.00) per case for each case less than seven hundred fifty which is being transported; to keep on file with the ABCA at all times, a copy of the

current, paid premium receipt on said insurance; and to assure ABCA is notified of any change, including cancellation of said insurance.

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

(10) To use labor approved by the ABCA, and to certify to the ABCA a list of all drivers or tractors and trucks and employees employed by the Contractor 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 ABCA, with two of the three photographs to be retained in a conspicuous place in the ABCA Distribution Center. All identification cards shall be issued by the Contractor and after being signed by the manager or other proper official employed by the Contractor shall be submitted for approval to the ABCA. Each driver and employee of said Contractor 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 contractor shall recover the card and photograph and return the same to the ABCA.

(11) To abide by such ABCA rules, regulations policies and procedures regarding the handling of shipments and the keeping and furnishing of records concerning the same, as the ABCA may from time to time adopt. The contractor shall have a superintendent or person in authority at the Distribution Center at all times when shipments are being made, and during all normal ABCA operating hours. The superintendent or person in authority shall be subject to the approval of the ABCA.

(12) To render to the ABCA a monthly statement not later than the tenth of each month, showing the amount due the Contractor for services rendered under this contract during the immediately preceding calendar month.

(13) To strictly comply with the laws of the State of West Virginia and with all rule 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, and any violation by the Contractor of any of the laws or rules and regulations aforesaid shall be deemed to be a breach of this contract which goes to the essence hereof.

(14) To have sufficient quantities and quality of equipment and qualified trained personnel available upon immediate notice to meet a peak daily load or delivery requirement of thirteen thousand (13,000) cases. It is recognized that the "normal" load or delivery requirement is a much lower figure than this thirteen thousand (13,000) case requirement, but that because of seasonal or other factors, a shipment or loading of this volume may at times be required.

(15) To maintain, at the expense of the Contractor, a central depot or staging area in the Charleston, West Virginia vicinity, for adequate fleet of tractors, trailers, and other rolling stock to insure the immediate availability of such equipment to meet the transportation demands of the ABCA under this contract.

(16) Each delivery person must be provided a complete list of the retail accounts being delivered that day; the delivery route, time and place, including retail phone numbers and a contact person. Such list must be placed in each delivery truck, tractor trailer being used for that day's routes delivery.

(17) Each delivery person must be provided by the contractor, a communication device capable of contacting each retailer regarding the daily schedule and also contractors' superintendent at the ABCA Distribution Center.

(18) In the event of a disruption in the daily delivery schedule, each delivery person must contact each retailer not yet serviced to inform them of the delay. Additionally, they shall advise the retail store the approximate time of their delivery. Each delivery person will contact his superintendent who will then contact the manager of the Distribution Center. This must be done on each and every instance that such a disruption occurs.

(19) At all times, the contractor will 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 location of every retail account serviced by the ABCA. Additionally, the contractors must provide written directions to each delivery driver for each and every retail liquor store. Such written directions must be kept with the driver during all deliveries.

(20) The contractor agrees that no delivery driver will be permitted to transport any other vendors' goods, products or equipment to or returning from any private retail liquor store or other such location without the prior approval of the ABCA. The contractor further agrees that on any such occasion where prior approval is granted they will adequately compensate the ABCA by granting a reduction in the mileage rate and/or cents per standard case rate.

THE ABCA AGREES:

(1) That during the life of this contract to employ the contractor 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 private retail liquor stores, except such small quantities as may be transferred by the authorized representative of a private retail liquor store or authorized representative of ABCA, in order to take care of special demands for lack of demand in some brand or brands, and emergency transfers occasioned by the closing of a private retail liquor store. No charge shall be made by the Contractor for the return to the Distribution Center from private retail liquor stores.

(2) To 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 Contractor without charge to the ABCA Distribution Center when trucks or other vehicles are returning from the delivering of alcoholic liquors, supplies and equipment to private retail liquor stores.

(3) To furnish in writing, to the Contractor, 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 ABCA as it shall deem proper.

(4) 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 that alcoholic liquor in quantities to be determined by ABCA and each with a unique ABCA code.

(5) That it will provide to the ABCA Distribution Center for use by the contractor, at the ABCA's expense, all appropriate utility services except telecommunications services.

(6) That the term "private retail liquor store" as used in this contract shall have the same meaning as "retail liquor store" as defined in 175 C.S.R. 1 (1190).

(7) That the ABCA assumes 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 ABCA for damages for an injury whatsoever to persons or property.

(8) That the ABCA may assign personnel to the Distribution Center to carry out duties as assigned by the ABCA such as completing purchase orders, billings and similar activities. Equipment to be utilized by such personnel, as well as employment costs associated by such personnel, will be the responsibility of the ABCA.

(9) If the contractor fails, neglects or refuses to furnish distribution or transportation service in such manner as provided in this contract so as to insure full compliance therewith, or if it fails neglects, or refuses to furnish distribution or transportation service that is satisfactory, or to comply with any of the terms and conditions of this contract, the Director of Purchasing for the State of West Virginia, at the written request of the ABCA, 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 ABCA, may cancel this contract after giving thirty (30) days written notice to the Contractor, and in its discretion the ABCA may purchase said distribution in the open market, or upon competitive bidding, the Contractor to remain liable 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 Contractor agreed to furnish the same under this Contract. In the determination of the question whether there has been such noncompliance by the Contractor with the contract as to warrant either actions above stated, the decision of the ABCA shall be final.

ATTACHMENTS

Please find attached the following information to assist in preparing your RFQ.

- 1) List of current active Franchise store listing
- 2) Current weekly schedule of deliveries
- 3) Total monthly cases delivered for calendar year 2007 and 2008
- 4) Estimated list of Current equipment used for distribution and transportation of spirits from Distribution Center to retailer.

Payment Schedule- will be rendered once a month for prior month cases delivered as agreed by the qualified vendor and approved by ABCA designee.

Pre-bid meeting: all vendors submitting a quotation to this RFQ must attend a mandatory pre-bid meeting that is schedule for January 8, 2009 at 10:00am. The pre-bid meeting will take place at the ABCA Warehouse, located at 97 Independent Ave, Nitro WV 25143

REQUEST FOR QUOTATION
West Virginia Alcohol Beverage Control Administration
Distribution and Transportation services
Requisition Number: ABCA 52

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of WV Alcohol Beverage Control Administration (ABCA or Owner), is soliciting a Request for Quotation (RFQ) from qualified firms to provide Distribution and Transportation services as per the Scope of Work.

Location:

ABCA Warehouse is located at 97 Independent Ave, Nitro WV 25143

SPECIFICATIONS:

Background:

The West Virginia Alcohol Beverage Control Administration maintains control of all wholesale sales of alcoholic beverages to licensed retailers and assures that all laws, rules and regulations relating to the sale of alcoholic beverages (spirits) in West Virginia are strictly enforced. ABCA owns a Liquor Distribution Center which operates on the bailment system. ABCA is requesting qualified vendors to provide Distribution and Transportation services from ABCA Distribution Center to licensed retailers around the state as per the following:

Scope of Work:

To direct, manage and operate the distribution and transportation activities of the Alcohol Beverage Control Administration, or its successor agency, (hereinafter referred to as ABCA) at the rate of *(\$1.80) one dollar eighty cents* per standard case of alcoholic liquors delivered to private retail liquor stores for a period of one year commencing on February 1st, 2009. For the same one year period of time, to deliver small quantities on short notice from warehouse to any private retail liquor store when such deliveries are caused by unusual problems with store level inventories the validity of such problems to be determined by the ABCA at the above rate per standard case. The ABCA may, upon an appropriate written agreement with the contractor, extend this contract for a subsequent period of two (2) one (1) year periods, as provided herein.

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

RESPONSIBILITY REQUIREMENTS

(1) No bidder, 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 or spiritus liquor. Conversely, no distillery, rectifier, importer, broker, winemaker, brewer, wholesale distributor or retailer of beer, malt liquor, wine or spiritus liquor shall have directly or indirectly, any interest in the business of any person, corporation, partnership or other legal entity submitting bids.

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

(2) The successful bidder, upon the acceptance of a bid proposal by the State of West Virginia, but before entering into the actual contract, **Shall** provide a performance bond in the sum of not less than Fifty Thousand Dollars (\$50,000.00), such bond to be issued by a surety company licensed to transact business in West Virginia and approved by the Insurance Commissioner of this State as to solvency and responsibility. The performance bond shall be effective at the time the contract takes effect and it shall continue in effect for the entire contract period, and it shall be conditioned upon:

(a) The contractor performing all contractual activities in accordance with the contract entered into by and between the Contractor and the ABCA, and

(b) The contractor not violating the liquor laws of the State of West Virginia and/or of the Federal Government.

(3) Each bidder **shall** provide a bid bond in the amount of Five Thousand Dollars (\$5,000.00).

(4) Each bidder **shall** submit with its bid a narrative statement describing how the bidder will carry out the terms and conditions of the contract.

DISCRIMINATION CLAUSE: All bidders are specifically directed to review the general conditions relating to non-discrimination of employment, which is a part of this bid and

shall be a part of the contract. Wages paid by the contractor in the performance of the contract shall be no less than the federal minimum wage.

PRICE ADJUSTMENT: Bidders may propose price adjustments that provide for increases and decreases in the fuel prices used in the preparation and development of the bid package, such increases and decreases to be in the actual cost of fuel used to perform the activities upon which the bid package was submitted and not that which may be reflected in any index or percentage. A price adjustment based upon increases or decreases in such fuel costs must be submitted to the Director of Purchasing for the State of West Virginia who may either agree to the price adjustment and amend the contract accordingly or reject the requested price adjustment; if the requested price adjustment is rejected, the contract will continue in effect until a subsequent price adjustment is approved or the contract term expires. The contractor must submit its reasons and documentation to justify all requested price adjustments.

If the contract is renewed at the expiration of the contract term, such renewal should be in accordance with the terms and conditions of the original contract. The Contractor may seek a price adjustment for increases and decreases in fuel cost to be effective when the contract is renewed; however, such price adjustment request must be submitted to and agreed upon by the Director of Purchasing for the State of West Virginia prior to the expiration of the contract. If price adjustment is not mutually agreed upon, the contract may be re-bid unless the contractor agrees to the renewed contract will all terms and conditions remaining the same.

The Contractor may request a price adjustment for increases or decreases in fuel costs during the term of the renewed contract. The contract terms in the original contract relating to such price adjustments shall govern such adjustments in the renewed contract.

ENCUMBRANCE: To be encumbered from transmittal on a monthly basis.

DISTRIBUTION

The Contractor agrees to distribute and transport alcoholic liquors, supplies and equipment in accordance with the terms and conditions of the contract, from the State Distribution Center in Nitro, WV to private liquor stores.

No other product or no other entity's products may be distributed or transported by the Contractor while ABCA products are being distributed or transported by the Contractor (see #20 under Contractor Covenants).

Schedule "A" - Sets forth delivery as required by the ABCA from distribution to designated private retail liquor stores, and other pertinent data.

THE CONTRACTOR COVENANTS AND BINDS ITSELF:

(1) To transport at such times and in such quantities as required, any and all alcoholic liquors, supplies and equipment for the ABCA 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 private retail liquor stores as provided in Chapter 60 of the West Virginia Code of 1931, as amended.

(2) To transport, without charge, from said private retail liquor stores to the Distribution Center 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 ABCA or private retail liquor store, as appropriate.

(3) To properly execute all orders for transportation as contemplated by this agreement, issued by the ABCA. A schedule of times of regular deliveries to and from each private retail liquor store shall be furnished to the Contractor from time to time by the ABCA, and the ABCA hereby reserves the right to change said schedule without notice. The ABCA will set all preferred delivery routes, schedules and times for the Contractor. All extra and special shipments shall be delivered promptly. The loading and dispatching of all trucks or vehicles operating under this contract shall be under the direction of the ABCA as to time and method of loading and unloading.

(4) To furnish all necessary labor incidental to the unloading and to perform all such unloading of trucks and other vehicles at the ABCA Distribution Center and at the private retail liquor stores and the placing of such shipments inside the building of the respective consignees in such place or places as may be designated from time to time for the receipt of such alcoholic liquors, parts of stills, empty cases, supplies and equipment. ABCA will furnish the labor to load and unload all trucks from the ABCA Distribution Center.

(5) To have 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 trailers, tractors, 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 quantity to meet the varied and specific needs of each individual store or agency. All tractor trailers and trucks shall return to the Charleston area promptly after completion of their deliveries to the liquor stores.

During the life of this contract, each tractor, trailer and truck used in fulfilling this contract shall have the following; a valid license, a Public Service Commission stamp, a liquor transportation permit, a fuel stamp, and an identification number. Each tractor, trailer and truck used for this contract must be equipped with a telecommunication device. The Contractor may have additional equipment to electronically track each of it's vehicles.

(6) To furnish to the ABCA 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.

(7) To indemnify and save harmless the ABCA 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 Contractor, whether at the warehouse or at some other location, and until the same are placed in position in the said private retail liquor stores 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 contractor, 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.

(8) To purchase and maintain, at the expense of the Contractor, liability insurance with a reputable insurance company or companies licensed to do business in the State of West Virginia, to cover damages for each occurrence for personal injury in the amount of not less than One Million Dollars (\$1,000,000.00) for injury to a single person, in an amount not less than Five Million Dollars (\$5,000,000.00) for injury to two or more persons and to cover property damage in the amount of not less than One Million Dollars (\$1,000,000.00), any or all of which may result from the performance of this contract; to keep on file with the ABCA, at all times, a copy of the current, paid premium receipt on said insurance; and to assure ABCA is notified of any changes, including cancellation of said insurance.

(9) To purchase and maintain, at the expense of the Contractor, cargo insurance from some 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 at one time seven hundred fifty cases or more of alcoholic liquors, such amount being authorized to be reduced by seventy dollars (\$70.00) per case for each case less than seven hundred

fifty which is being transported; to keep on file with the ABCA at all times, a copy of the current, paid premium receipt on said insurance; and to assure ABCA is notified of any change, including cancellation of said insurance.

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

(10) To use labor approved by the ABCA, and to certify to the ABCA a list of all drivers or tractors and trucks and employees employed by the Contractor 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 ABCA, with two of the three photographs to be retained in a conspicuous place in the ABCA Distribution Center. All identification cards shall be issued by the Contractor and after being signed by the manager or other proper official employed by the Contractor shall be submitted for approval to the ABCA. Each driver and employee of said Contractor 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 contractor shall recover the card and photograph and return the same to the ABCA.

(11) To abide by such ABCA rules, regulations policies and procedures regarding the handling of shipments and the keeping and furnishing of records concerning the same, as the ABCA may from time to time adopt. The contractor shall have a superintendent or person in authority at the Distribution Center at all times when shipments are being made, and during all normal ABCA operating hours. The superintendent or person in authority shall be subject to the approval of the ABCA.

(12) To render to the ABCA a monthly statement not later than the tenth of each month, showing the amount due the Contractor for services rendered under this contract during the immediately preceding calendar month.

(13) To strictly comply with the laws of the State of West Virginia and with all rule 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, and any violation by the Contractor of any of the laws or rules and regulations aforesaid shall be deemed to be a breach of this contract which goes to the essence hereof.

(14) To have sufficient quantities and quality of equipment and qualified trained personnel available upon immediate notice to meet a peak daily load or delivery

requirement of thirteen thousand (13,000) cases. It is recognized that the "normal" load or delivery requirement is a much lower figure than this thirteen thousand (13,000) case requirement, but that because of seasonal or other factors, a shipment or loading of this volume may at times be required.

(15) To maintain, at the expense of the Contractor, a central depot or staging area in the Charleston, West Virginia vicinity, for adequate fleet of tractors, trailers, and other rolling stock to insure the immediate availability of such equipment to meet the transportation demands of the ABCA under this contract.

(16) Each delivery person must be provided a complete list of the retail accounts being delivered that day; the delivery route, time and place, including retail phone numbers and a contact person. Such list must be placed in each tractor.

(17) Each delivery person must be provided by the contractor, a communication device capable of contacting each retailer regarding the daily schedule and also contractors' superintendent at the ABCA Distribution Center.

(18) In the event of a disruption in the daily delivery schedule, each delivery person must contact each retailer not yet serviced to inform them of the delay. Additionally, they shall advise the retail store the approximate time of their delivery. Each delivery person will contact his superintendent who will then contact the manager of the Distribution Center. This must be done on each and every instance that such a disruption occurs.

(19) At all times, the contractor will 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 location of every retail account serviced by the ABCA. Additionally, the contractors must provide written directions to each delivery driver for each and every retail liquor store. Such written directions must be kept with the driver during all deliveries.

(20) The contractor agrees that no delivery driver will be permitted to transport any other vendors' goods, products or equipment to or returning from any private retail liquor store or other such location without the prior approval of the ABCA. The contractor further agrees that on any such occasion where prior approval is granted they will adequately compensate the ABCA by granting a reduction in the mileage rate and/or cents per standard case rate.

THE ABCA AGREES:

(1) That during the life of this contract to employ the contractor 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 private retail liquor stores, except such small quantities as may be transferred by the authorized representative of a private retail liquor store or authorized representative of ABCA, in order to take care of special demands for lack of demand in some brand or brands, and emergency transfers occasioned by the closing of a private retail liquor store. No charge shall be made by the Contractor for the return to the Distribution Center from private retail liquor stores.

(2) To 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 Contractor without charge to the ABCA Distribution Center when trucks or other vehicles are returning from the delivering of alcoholic liquors, supplies and equipment to private retail liquor stores.

(3) To furnish in writing, to the Contractor, 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 ABCA as it shall deem proper.

(4) 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 that alcoholic liquor in quantities to be determined by ABCA and each with a unique ABCA code.

(5) That it will provide to the ABCA Distribution Center for use by the contractor, at the ABCA's expense, all appropriate utility services except telecommunications services.

(6) That the term "private retail liquor store" as used in this contract shall have the same meaning as "retail liquor store" as defined in 175 C.S.R. 1 (1190).

(7) That the ABCA assumes 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 ABCA for damages for an injury whatsoever to persons or property.

(8) That the ABCA may assign personnel to the Distribution Center to carry out duties as assigned by the ABCA such as completing purchase orders, billings and similar activities. Equipment to be utilized by such personnel, as well as employment costs associated by such personnel, will be the responsibility of the ABCA.

(9) If the contractor fails, neglects or refuses to furnish distribution or transportation service in such manner as provided in this contract so as to insure full compliance therewith, or if it fails neglects, or refuses to furnish distribution or transportation service that is satisfactory, or to comply with any of the terms and conditions of this contract, the Director of Purchasing for the State of West Virginia, at the written request of the ABCA, 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 ABCA, may cancel this contract after giving thirty (30) days written notice to the Contractor, and in its discretion the ABCA may purchase said distribution in the open market, or upon competitive bidding, the Contractor to remain liable 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 Contractor agreed to furnish the same under this Contract. In the determination of the question whether there has been such noncompliance by the Contractor with the contract as to warrant either actions above stated, the decision of the ABCA shall be final.

(10) Time of delivery is to be considered of the essence in this contract, and in case the furnishing of the distribution or transportation service ordered, or any portion thereof, shall be delayed beyond the period provided for furnishing same, in view of the difficulty of estimating with exactness the damage thereby resulting, liquidated damages, and not as a penalty, in the amount of five percent (5%) of the contract price for each case so delayed after the date when the same was to be delivered as specified, may be deducted from any payments due or to become due the Contractor.

LIFE OF CONTRACT

That this contract becomes effective February 1st, 2009 at 12:01 am and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 day's written

notice. Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

RENEWAL

This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods. Such extensions are to be granted upon the agreement of all parties to the contract and upon agreement of the Director of Purchasing for the State of West Virginia; provided, however that in the event the Legislature of West Virginia shall at any time fail to appropriate sufficient moneys with which to pay for the Distribution or Transportation of alcoholic liquor and equipment herein contracted for; or in the event of any amendment or repeal of the laws governing the operations of the ABCA or in granting and defining the powers of the ABCA to such extent that it would affect the validity of the contract; or in the event that for any reason it shall become unlawful or improper for the ABCA to engage in the sale or distribution of alcoholic liquor, the ABCA may, at its option, immediately terminate the said contract and thereupon be relieved from any and all obligation hereunder or concerning said contract, except for distribution or transportation charges accruing prior to such date of termination.

CANCELLATION

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

BANKRUPTCY

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

ATTACHMENTS

Please find attached the following information to assist in preparing your RFQ.

- 1) List of current active Franchise store listing
- 2) Current weekly schedule of deliveries
- 3) Total monthly cases delivered for calendar year 2007 and 2008
- 4) Estimated list of Current equipment use for distribution and transportation of spirits from Distribution Center to retailer.

Quotation Submitted: The proposed quotation shall be good starting February 1st, 2009 at 12:01 am.

Payment Schedule- will be rendered once a month for prior month cases delivered as agreed by the qualified vendor and approved by ABCA designee.

Pre-bid meeting: all vendors submitting a quotation must attend a mandatory pre-bid meeting that will be set up at the location of this specified RFQ.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, QUICK DELIVERY SERVICE, INC
of NITTO, WEST VIRGINIA, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five thousand dollars (\$ 5000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
To direct, manage and operate the distribution and transportation activities of the ABIA.

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
20 day of January, 2009.

Principal Corporate Seal

QUICK DELIVERY SERVICE, INC
(Name of Principal)

By [Signature]
(Must be President or Vice President)

VICE PRESIDENT
(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

CHASE



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

28211107 NEW 01/08 8810004308

9136101085 25-3 440

Date 01/21/2009

Remitter NITRO CORP

Pay: FIVE THOUSAND DOLLARS AND 00 CENTS

Pay To The Order Of STATE OF WEST VIRGINIA

\$ *****5,000.00 ***

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Ambrose

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

