

QUICK DELIVERY SERVICE inc.

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WW PURCHASING
DIVISION

Quick Delivery Service

Transportation and Distribution
Services for the
West Virginia Alcohol Beverage
Control Administration

Quick Delivery Service

A West Virginia Company providing
Services for the State of West
Virginia and the West Virginia
Alcohol Beverage Control
Commission

Quick Delivery Service's History

- Incorporated in the State of West Virginia as a resident company on March 2nd, 1982
- 100% of Employees (35) are West Virginia residents
- Partnership with the West Virginia ABCA since 1993

Quick Delivery Service

- Terminal location in Nitro, WV, 2 miles from the ABCA Warehouse
- Full maintenance facility to provide day to day needs and to provide preventive maintenance for owned equipment.
- 4 full time shop employees and maintenance supervisor

Quick Delivery Service

- Management staff of 2 full time Operations Managers and General Manager
- Warehouse Supervisor with 19 years of dealing with the ABCA warehouse and the associated retail outlets
- Corporate support staff dedicated to fulfilling ABCA needs

Quick Delivery Service

- Domiciled at the Nitro terminal
- 18 A class tractor trailer drivers
- 4 B class straight truck drivers
- 3 A class van/pick up drivers

- 18 Tractors
- 8 B class straight trucks, vans and flats
- 4 Vans and pickups for light duty deliveries

Quick Delivery Service

- **Dedicated to the West Virginia Alcohol Beverage Commission**
- **5 Dedicated A class drivers**
- **5 A class tractors**
- **11 trailers with roll up and side doors**
- **3 straight box trucks**
- **20 trained drivers and additional equipment to supply backup support duty for vacations, peak needs and illness.**
- **Operations support provided locally for warehouse supervisor in times of need.**
- **Will train and provide needed equipment for loading of trailers and securing of loads to meet ABCA requirements.**

Attachments included

- **ABCA bid; ABCA105**
- **Costs Sheet**
- **Notarized Purchasing Affidavit**
- **State of West Virginia Vendor Preference Certificate**
- **State of West Virginia Vendor Registration form**
- **Certificate of Insurance**
- **State of West Virginia Business Registration Certificate**
- **State of West Virginia Certificate of Existence**



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
ABCA105

PAGE
1

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

VENDOR
 *B05082409 304-759-2300
 QUICK DELIVERY SERVICE INC
 350 WEST 19TH ST
 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
03/07/2012				

BID OPENING DATE: **04/11/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-24		
<p style="text-align: center;">OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR DISTRIBUTION AND TRANSPORTATION SERVICES PER THE ATTACHED SPECIFICATIONS.</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 RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/26/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>DISTRIBUTION AND TRANSPORTATION SERVICES</p> <p>EXHIBIT 3</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Richard E King* TELEPHONE **304-759-2300** DATE **4-10-12**

TITLE *General Manager* FEIN **55-0620559** ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
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<p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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.</p> <p>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.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Richard Ekung* TELEPHONE **304-759-2300** DATE **4-10-12**

TITLE *General Manager* FEIN **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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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard Kemp</i>	TELEPHONE 304-759-2300	DATE 4-10-12
TITLE <i>General Manager</i>	FEIN 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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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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</p> <p>RFQ. NO.: ABCA105</p> <p>BID OPENING DATE: 04/11/2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard E King</i>	TELEPHONE <i>304-759-2300</i>	DATE <i>4.10.12</i>
TITLE <i>General Manager</i>	FEIN <i>55-0620559</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

West Virginia Alcohol Beverage Control Administration
Distribution and Transportation Services
Requisition Number: ABCA105

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of West Virginia Alcohol Beverage Control Administration (WVABCA 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:

WVABCA Warehouse is located at 97 Independent Ave., Nitro WV 25143.

SPECIFICATIONS

Background:

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

Scope of Work:

At the direction of WVABCA, to manage and operate the distribution and transportation activities of the WVABCA, or its successor agency, at a delivery rate set per standard case of alcoholic liquors delivered to licensed retail outlets for a period of one year commencing on June 1, 2012. For the same one year period of time, to deliver small quantities on short notice from the warehouse to any licensed retail outlet, when such deliveries are caused by unusual problems with retail outlet level inventories – the validity of such problems to be determined by the WVABCA at the delivery rate set per standard case. For the same one year period of time, to provide a separate set hourly rate for transportation services of supplies and equipment for the WVABCA. The WVABCA 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 WVABCA, by the officers or employees of the State Auditor of West Virginia or any other governmental agency as directed by the WVABCA.

RESPONSIBILITIES AND 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, spirits or other liquor. Conversely, no distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, malt liquor, wine, spirits or other liquor shall have directly or indirectly, any interest in the business of any person, corporation, partnership or other legal entity submitting bids.

The WVABCA in its discretion may investigate the background of any employee or prospective employee of the 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 WVABCA may, without incurring any liability, pursue any appropriate course of action it deems necessary to maintain the integrity and security of its warehouse, distribution and transportation activities.

- (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 One Hundred Thousand Dollars (\$100,000.00), 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 during any renewal period. 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 WVABCA, 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** submit a Cost Sheet (see attached form) containing:
 - (a) A bid for providing distribution and transportation services for alcoholic liquors at a delivery rate set per standard case (bids with a sliding scale of rates or index of rates will be disqualified); and
 - (b) A set hourly rate for transportation of supplies and equipment for the WVABCA.

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 WVABCA Warehouse in Nitro, WV to licensed retail outlets.

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

[See Attachment 2 – Sets forth delivery schedule as required by the WVABCA from the warehouse to the designated licensed retail outlets 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 WVABCA to and from and within all counties and cities in the State of West Virginia, which have been established, or which may be hereafter established as licensed retail outlets as provided in Chapter 60 of the West Virginia Code of 1931, as amended at a delivery rate set per standard case for all alcoholic liquors and at a set hourly rate for transportation services of supplies and equipment for the WVABCA.
- (2) To transport, without charge, from said licensed retail outlets to the warehouse or other place or places in the Charleston, West Virginia area, as designated, when trucks, tractors and trailers are returning from such points, alcoholic liquors, confiscated parts of stills such as copper coils and copper boilers; and all empty cases and fiber containers of alcoholic liquors, said empty fiber cases or containers to be bundled by the personnel of the WVABCA or licensed retail outlet, as appropriate.
- (3) To properly execute all orders for transportation as contemplated by this agreement, issued by the WVABCA. A schedule of times of regular deliveries to and from each licensed retail outlet shall be furnished to the Contractor from time to time by the WVABCA, and the WVABCA hereby reserves the right to change said schedule without notice to the Contractor. The WVABCA 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 WVABCA as to time and method of loading and unloading.
- (4) To furnish all necessary labor and equipment incidental to the loading and unloading and to perform all such loading and unloading of the Contractor's trucks and other vehicles at the WVABCA warehouse. The WVABCA will pick, palletize and shrink-wrap all orders of alcoholic liquors. The Contractor shall train and certify its employees or independent

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

- (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 tractors, trailers, trucks, rollers, and dollies, said tractor trailers, and trucks, to be in first class condition and which shall be maintained in such condition at all times. Rollers and dollies shall be of sufficient quality and quantity to meet the varied and specific needs of each individual licensed retail outlet.

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

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 WVABCA Warehouse in Nitro, WV to licensed retail outlets.

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

[See Attachment 2 – Sets forth delivery schedule as required by the WVABCA from the warehouse to the designated licensed retail outlets 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 WVABCA to and from and within all counties and cities in the State of West Virginia, which have been established, or which may be hereafter established as licensed retail outlets as provided in Chapter 60 of the West Virginia Code of 1931, as amended at a delivery rate set per standard case for all alcoholic liquors and at a set hourly rate for transportation services of supplies and equipment for the WVABCA.
- (2) To transport, without charge, from said licensed retail outlets to the warehouse or other place or places in the Charleston, West Virginia area, as designated, when trucks, tractors and trailers are returning from such points, alcoholic liquors, confiscated parts of stills such as copper coils and copper boilers; and all empty cases and fiber containers of alcoholic liquors, said empty fiber cases or containers to be bundled by the personnel of the WVABCA or licensed retail outlet, as appropriate.
- (3) To properly execute all orders for transportation as contemplated by this agreement, issued by the WVABCA. A schedule of times of regular deliveries to and from each licensed retail outlet shall be furnished to the Contractor from time to time by the WVABCA, and the WVABCA hereby reserves the right to change said schedule without notice to the Contractor. The WVABCA 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 WVABCA as to time and method of loading and unloading.
- (4) To furnish all necessary labor and equipment incidental to the loading and unloading and to perform all such loading and unloading of the Contractor's trucks and other vehicles at the WVABCA warehouse. The WVABCA will pick, palletize and shrink-wrap all orders of alcoholic liquors. The Contractor shall train and certify its employees or independent

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

- (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 tractors, trailers, trucks, rollers, and dollies, said tractor trailers, and trucks, to be in first class condition and which shall be maintained in such condition at all times. Rollers and dollies shall be of sufficient quality and quantity to meet the varied and specific needs of each individual licensed retail outlet.

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

That for the purpose of this contract, alcoholic liquors, parts of stills, empty cases, supplies and equipment shall be deemed to be in transit from the time they are set apart at the point of origin of the shipment, and custody thereof for loading and transportation is taken by the 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 WVABCA, at all times, a copy of the current, paid premium receipt on said insurance i.e. proof of insurance; and to assure WVABCA 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 WVABCA, at all times, a copy of the current, paid premium receipt on said insurance; and to assure WVABCA 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 WVABCA, and to certify to the WVABCA a list of all drivers of 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 WVABCA, with two of the three photographs to be retained in a conspicuous place in the WVABCA Warehouse. All identification cards shall be issued by the Contractor and after being signed by the manager or other proper official employed by the Contractor shall be submitted for approval to the WVABCA. 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 WVABCA.

- (11) To abide by such WVABCA rules, regulations policies and procedures regarding the handling of shipments and the keeping and furnishing of records concerning the same, as the WVABCA may from time to time adopt. The Contractor shall have a superintendent or person in authority at the WVABCA Warehouse at all times when shipments are being made, and during all normal WVABCA operating hours. The superintendent or person in authority shall be subject to the approval of the WVABCA and may require a background check.
- (12) To render to the WVABCA 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 rules and regulations of the West Virginia Department of Motor Vehicles and the West Virginia Public Service Commission in the operation and use of trucks or other vehicles under this contract, 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 and equipment to insure the immediate availability of such equipment to meet the WVABCA transportation demands under this contract.
- (16) Each delivery person must be provided a complete list of the licensed retail outlet accounts being delivered that day; the delivery route, time and place, including licensed retail outlet phone numbers and a contact person. Such list must be placed in each delivery truck or tractor trailer being used for that day's routes delivery.
- (17) Each delivery person must be provided by the Contractor, a communication device capable of contacting each licensed retail outlet regarding the daily schedule and also the Contractor's superintendent at the WVABCA Warehouse.
- (18) In the event of a disruption in the daily delivery schedule, each delivery person must contact each licensed retail outlet not yet serviced to inform them of the delay. Additionally, they shall advise the licensed retail outlet the approximate time of their delivery. Each delivery person will contact his superintendent who will then contact the manager of the WVABCA Warehouse. This must be done 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 licensed retail outlet account serviced by the WVABCA. Additionally, the contractors must provide written directions to each delivery driver for each and every licensed retail outlet. Such written directions must be kept with the driver during all deliveries.

- (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 licensed retail outlet or other such location without the prior approval of the WVABCA. The Contractor further agrees that on any such occasion where prior approval is granted, they will adequately compensate the WVABCA by granting a reduction in the mileage rate and/or cents per standard case rate.

THE WVABCA AGREES:

- (1) 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 licensed retail outlets. However certain small quantities, or quantities as determined by the Commissioner, may be transferred by an authorized representative of WVABCA, in order to take care of special requests/orders or to address a lack of demand in some brand or brands, and also emergency transfers occasioned by the closing of a licensed retail outlet. No charge shall be made by the Contractor for the return to the warehouse from the licensed retail outlets.
- (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 WVABCA Warehouse when trucks or other vehicles are returning from the delivering of alcoholic liquors, supplies and equipment to licensed retail outlets.
- (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 WVABCA 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 alcoholic liquor in quantities to be determined by WVABCA and each with a unique WVABCA code.
- (5) That it will provide, at the WVABCA's expense, limited office space and all appropriate and reasonable utility services for the Contractor at the WVABCA Warehouse.
- (6) That the term "licensed retail outlet" as used in this contract shall have the same meaning as "retail outlet" as defined in 175 CSR 1 §2.38. and 175 CSR 5 §2.35.

- (7) That the WVABCA 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 WVABCA for damages for an injury whatsoever to persons or property.
- (8) That the WVABCA may assign personnel to the warehouse to carry out duties as assigned by the WVABCA 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 WVABCA.
- (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 WVABCA, may employ other persons necessary to supply the deficiency in distribution or transportation service caused by such failure; or the Director of Purchasing for the State of West Virginia, upon written request of the WVABCA, may cancel this contract after giving thirty (30) days written notice to the Contractor, and in its discretion, the WVABCA 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 non-compliance by the Contractor with the contract as to warrant either actions above stated, the decision of the WVABCA shall be final.

AWARD CRITERIA

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

The following is a sample of the format which shall be used to award the contract to the vendor with the lowest calculated Total Cost:

Following is a *SAMPLE* Cost Sheet or bid tabulation:

	Sample Amount	Vendor Rate	Total
Delivery rate per standard case (Bids with a sliding scale of rates or index of rates will be disqualified)	670,000 cases	<u>\$ 1.50</u>	\$1,005,000.00
Hourly Rate for transporting supplies & equipment	40 hour	<u>\$45.00</u>	\$ 1,800.00
Total Cost	<i>SAMPLE</i>		<u>\$1,006,800.00</u>

ATTACHMENTS

Please find attached the following information to assist in preparing your RFQ response and providing the delivery rate set per standard case of alcoholic liquors delivered to licensed retail outlets and providing a set hourly rate for transportation of supplies and equipment for the WVABCA.

- (1) List of current active franchise store listing
- (2) Current weekly schedule of deliveries
- (3) Total monthly cases delivered for fiscal year 2009, 2010, 2011 and 2012
- (4) Estimated list of Current equipment used for distribution and transportation of spirits from WVABCA Warehouse to licensed retail outlet.
- (5) Cost Sheet (bid form)
- (6) You may wish to review 175 CSR 1, 175 CSR 5 and 175 CSR 6, available at <http://apps.sos.wv.gov/adlaw/csr/index.aspx>

Payment Schedule: will be rendered once a month for prior month cases delivered as agreed to by the qualified vendor and approved by the WVABCA.

West Virginia Alcohol Beverage Control Administration
Distribution and Transportation Services
Requisition Number: ABCA105

COST SHEET:

	Sample Amount	Vendor Rate	Total
Delivery rate per standard case (Bids with a sliding scale of rates or index of rates will be disqualified)	670,000 cases	\$ <u>1.85</u>	\$ <u>1,239,500</u>
Hourly Rate for transporting supplies & equipment	40 hour	\$ <u>47.00</u>	\$ <u>1,880</u>
 Total Cost			 \$ <u>1,241,380.00</u>

VENDOR NAME (PRINT): Quick Delivery Services, Inc.VENDOR NUMBER: B05082409VENDOR SIGNATURE: Richard KingDATE: 4.10.12

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Quick Delivery Service, Inc

Authorized Signature: [Signature] Date: 4.10.12

State of WV

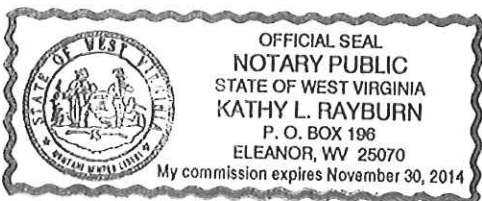
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10 day of April, 2012.

My Commission expires 11-30, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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, Inc Signed: Richard Ekip
 Date: 4.10.12 Title: General Manager

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

State Of West Virginia
Purchasing Division - Vendor Registration
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

QUICK DELIVERY SERVICE INC

DAR INDUSTRIAL PARK PLANT RD
BLDG 16
NITRO WV 25143

Vendor Number *B05082409
FEIN 550620559
Expiration Date 08/01/2011

Vendor Registration Renewal Notice

Please return this notice, along with your check or money order in the amount of \$125.00, payable to the State of West Virginia, to the address above.


Changes to vendor registration information may be made by completing a new Vendor Registration and Disclosure Statement (Form WV-1), available on our website at:

<http://www.state.wv.us/admin/purchase/vrc/pforms.htm>

In an effort to update our files on small businesses, please complete the information below, if applicable:

By providing the following information, I represent that this enterprise is a small business as defined by the Code of Federal Regulations, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operations and/or ownership are accurately reflected in the information provided. Check all that apply. This information is for data collection efforts only.

Disabled Small Business Ownership (1) Veteran Small Business Ownership (4)
 Minority Small Business Ownership (2) Woman Small Business Ownership (5)
 Small Business Ownership (3)

Vendor Signature:  Date: 6/13/11

Purchasing Division Use Only

Check #: _____ Date Processed: _____

Memo #: _____ Entered By: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID GH

DATE (MM/DD/YYYY)

03/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leonard Insurance Serv Agy Inc PO Box 9160 Canton OH 44711-9160 Phone:330-266-1904 Fax:330-498-9946		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PEOPL-2	
INSURED Quick Delivery Service, Inc. 350 W. 19th St. Nitro WV 25143		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Co. INSURER B: Zurich American Insurance Comp INSURER C: RSUI Indemnity Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap <input checked="" type="checkbox"/> Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			[REDACTED] BLKT ADDT'L INSD FORM # UGL1175BCW	09/01/11	09/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car			TRK3888582-06 COMPOSITE RATED DEDUCTIBLES COMP \$1,000 COLL \$1,000 PHYS DAMAGE	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			NHA057513	09/01/11	09/01/12	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WC3888580-06 COVERS ALL STATES	09/01/11	09/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cargo All Risk			D37376875 001	04/01/12	04/01/13	Limit \$500,000 Ded \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER INFOR-1 Quick Delivery Service 350 West 19th St. Nitro WV 25143	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David G. Ingalls
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**QUICK DELIVERY SERVICE INC
350 W 19TH ST
NITRO, WV 25143-1833**

BUSINESS REGISTRATION ACCOUNT NUMBER: 

This certificate is issued on: 06/29/2010

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

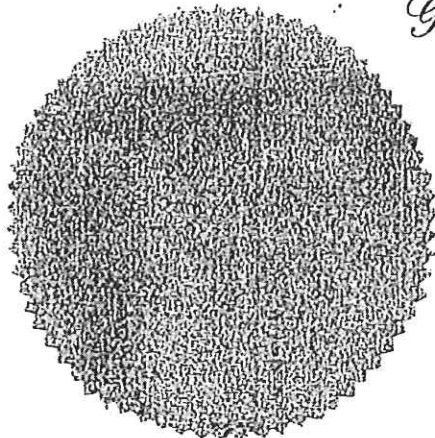


*J. A. James Manchin, Secretary of State of the
State of West Virginia, hereby certify that*

duplicate originals of Articles of Amendment to the Articles of
Incorporation of

QUICK CONSTRUCTION COMPANY
duly signed and verified pursuant to the provisions of Section 31,
Article 1, Chapter 31 of the Code of West Virginia, 1931, as amended,
have been received in this office and are found to conform to law.

ACCORDINGLY, I hereby issue this Certificate of Amendment,
Change of Name to QUICK DELIVERY SERVICE, INC.
to the Articles of Incorporation, and attach hereto a duplicate original &
of said Articles of Amendment.



*Given under my hand and the
Great Seal of the said State at
the City of Charleston, this*

SECOND day of

MARCH 19 19 82

J. A. James Manchin
Secretary of State

OFFICE OF
SECRETARY OF STATE
WEST VIRGINIA

ARTICLE OF AMENDMENT

to

MAR

ARTICLES OF INCORPORATION

of

QUICK CONSTRUCTION COMPANY

Pursuant to the provisions of Section 31, Article 1, Chapter 31 of the Code of West Virginia, the undersigned corporation adopts the following Article of Amendment to its Articles of Incorporation:

The name of the corporation is hereby changed to QUICK DELIVERY SERVICE, INC.

The aforesaid Amendment to the Articles of Incorporation was adopted by the Board of Directors of the corporation on February 18, 1982, in the manner prescribed by Sections 107 and 147, Article 1, Chapter 31 of the Code of West Virginia. No stock having been issued, said Amendment was duly and legally adopted by the Board of Directors. In all other respects the Articles of Incorporation, as originally issued, remain unchanged.

Dated: February 18, 1982.

QUICK CONSTRUCTION COMPANY

By Tom Jones
Its President

and William H. Hays
Its Secretary

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, Mary C. Matheny, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 18th day of February, 1982, personally appeared before me TOM JONES, who, being by me first duly sworn, declared that he is the President of QUICK CONSTRUCTION COMPANY, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

(Notarial Seal)

Mary C. Matheny
Notary Public

My commission expires September 24, 1988.

State of West Virginia



Certificate

*I, Joe Manchin III, Secretary of State of the
State of West Virginia, hereby certify that*

QUICK DELIVERY SERVICE, INC.

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by the West Virginia Secretary of State's Office on April 10, 1981.

I further certify that the corporation has not been revoked by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Dissolution to the corporation.

Accordingly, I hereby issue this

CERTIFICATE OF EXISTENCE



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
December 23, 2004*

A handwritten signature in cursive script, appearing to read "Joe Manchin III".

Secretary of State



I, A. James Manchin, Secretary of State of the State of West Virginia, hereby certify that

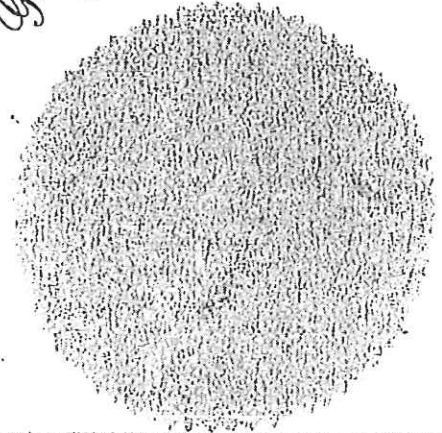
duplicate originals of Articles of Amendment to the Articles of Incorporation of

QUICK CONSTRUCTION COMPANY

duly signed and verified pursuant to the provisions of Section 31, Article 1, Chapter 31 of the Code of West Virginia, 1931, as amended: have been received in this office and are found to conform to law.

ACCORDINGLY, I hereby issue this Certificate of Amendment, Change of Name to **QUICK DELIVERY SERVICE, INC.** to the Articles of Incorporation, and attach hereto a duplicate original of said Articles of Amendment.

Given under my hand and the Great Seal of the said State at the City of Charleston, this



SECOND day of MARCH 19 19 82

A. James Manchin

OFFICE OF
STATE CLERK
WEST VIRGINIA

ARTICLE OF AMENDMENT

to

MAR 21

ARTICLES OF INCORPORATION

of

QUICK CONSTRUCTION COMPANY

Pursuant to the provisions of Section 31, Article 1, Chapter 31 of the Code of West Virginia, the undersigned corporation adopts the following Article of Amendment to its Articles of Incorporation:

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Dated: February 18, 1982.

QUICK CONSTRUCTION COMPANY

By Tom Jones
Its President

and William Thomas
Its Secretary

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, Mary C. Matheny, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 18th day of February, 1982, personally appeared before me TOM JONES, who, being by me first duly sworn, declared that he is the President of QUICK CONSTRUCTION COMPANY, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

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Mary C. Matheny
Notary Public

My commission expires September 24, 1988.