

# Proposal for Distribution and Transportation Services for the West Virginia Alcohol Beverage Control Administration Charleston, West Virginia

Prepared for:



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

RECEIVED

2009 JAN 21 AM 10:26

WV PURCHASING  
DIVISION

In Response to:

Request for Quotation: ABCA52

Due Date: January 21, 2009, 1:30 p.m. EST

Prepared by:

***LB&B Associates Inc.***

9891 Broken Land Parkway

Suite 400

Columbia, Maryland 21046

(301) 596-2440

January 20, 2009

Ms. Shelly Murray  
WV Purchasing Division  
2019 Washington St E  
Charleston, WV 25305-0130

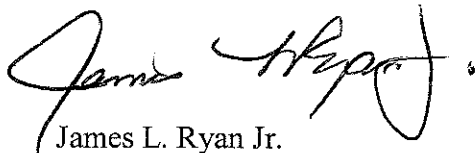
Reference: Solicitation ABCA52, for the Distribution and Transportation Services for the West Virginia Alcohol Beverage Control Administration, Charleston, West Virginia

Dear Ms. Murray:

LB&B Associates Inc, (LB&B) is pleased to submit our proposal in response to the referenced solicitation. This submission includes; the original copy of the fully executed RFQ ABCA52 including; our Bid Bond, Purchasing Affidavit and acknowledged Addendums Numbers 1 & 2. It also includes our narrative, which includes our proposed Price Adjustment Provisions.

We appreciate the opportunity to submit this proposal and look forward to supporting the West Virginia ABCA operations in Nitro, WV. We believe that our proposal offers the State of West Virginia the best possible value for the services required. If you need more information or have any questions, please call myself or Mr. Rick Franz at (301) 596-2440, or by email at: [jryan@lbbassociates.com](mailto:jryan@lbbassociates.com), or [rfranz@lbbassociates.com](mailto:rfranz@lbbassociates.com) respectively.

Sincerely,



James L. Ryan Jr.  
Proposal Manager

Enclosures

**Murray, Shelly L**

---

**From:** Jim Ryan [jryan@lbbassociates.com]  
**Sent:** Tuesday, December 23, 2008 4:50 PM  
**To:** Murray, Shelly L  
**Subject:** Addendum 1  
**Attachments:** Addendum No. 1.pdf

Shelly,

Acknowledgment of Addendum No. 1 attached.

Happy Holidays!

***Jim Ryan***

Proposal Manager  
LB&B Associates  
9891 Broken Land Parkway  
Suite 400  
Columbia, MD 21046  
Office: 301-596-2440  
Cell: 443-878-6122  
Fax: 301-596-7879



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

WV PURCHASING ACA SECT Fax 304-558-4115

Dec 23 2008 01:57pm P001/002

### Request for Quotation

RFQ NUMBER  
ABCA52

PAGE  
1

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

VENDOR

T: LB&B Associates Inc.  
Attention: James Ryan  
9891 Broken Land Parkway, Suite 400  
Columbia, MD 21046

VENDOR

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
12/23/2008				

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 <input checked="" type="checkbox"/>						
NO. 2 <input type="checkbox"/>						
NO. 3 <input type="checkbox"/>						

RECEIVED  
2009 JAN 21 A 7:55  
PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

WV PURCHASING ACA SECT Fax 304-558-4115 Dec 23 2008 01:58pm P002/002

**Request for Quotation**

BID NUMBER	PAGE
ABCA52	2

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY  
 304-558-8801

VENDOR


LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

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
12/23/2008				

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 THE 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;">                       SIGNATURE                      LB&amp;B Associates, Inc.                      COMPANY                      12/23/2008                      DATE                 </p>						
REV. 11/96						
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## 1.0 Introduction

LB&B Associates Inc. is pleased to provide this proposal to the West Virginia Purchasing Division for the contract to provide Distribution and Transportation Services for the West Virginia Alcohol Beverage Control Administration. In our proposal, we will show that we are the right company to provide the services required at the right price.

LB&B Associates Inc. (LB&B) began operations in 1992 as a woman-owned, small business. Under the leadership of our President and CEO, Mr. F. Edward Brandon, and his executive staff, we have experienced steady growth and have achieved a reputation for customer satisfaction across the nation. We tell our customers what we will do, and we keep our commitments. LB&B has earned our reputation by placing the needs of the customer first, no matter how small or large the project. We take pride in our work and the ability to meet our customers' changing requirements. As a result, LB&B has grown to a highly diversified business, operating in over 22 states and the District of Columbia, with more than 1,300 associates. Now a large company, we have not forgotten from where we came and still provide the personalized, hands-on service all of our customers expect.

Honesty and integrity are our values and define both our daily activities and our strategic approach to the future. We will not compromise our standards for any reason. These two characteristics, honesty and integrity, differentiate LB&B Associates Inc., from our competitors and translate into world-class service for our customers.

The "norm" is not acceptable to us. We have established standards for each position in our company that far exceed the industry average. Likewise, our managers are chosen from the ranks of those proven performers with the highest qualifications. By hiring the best people we are able to meet the high standards that we have established for our management staff and workforce, and are able to hold our employees accountable for their performance.

## 1.1 Commitments

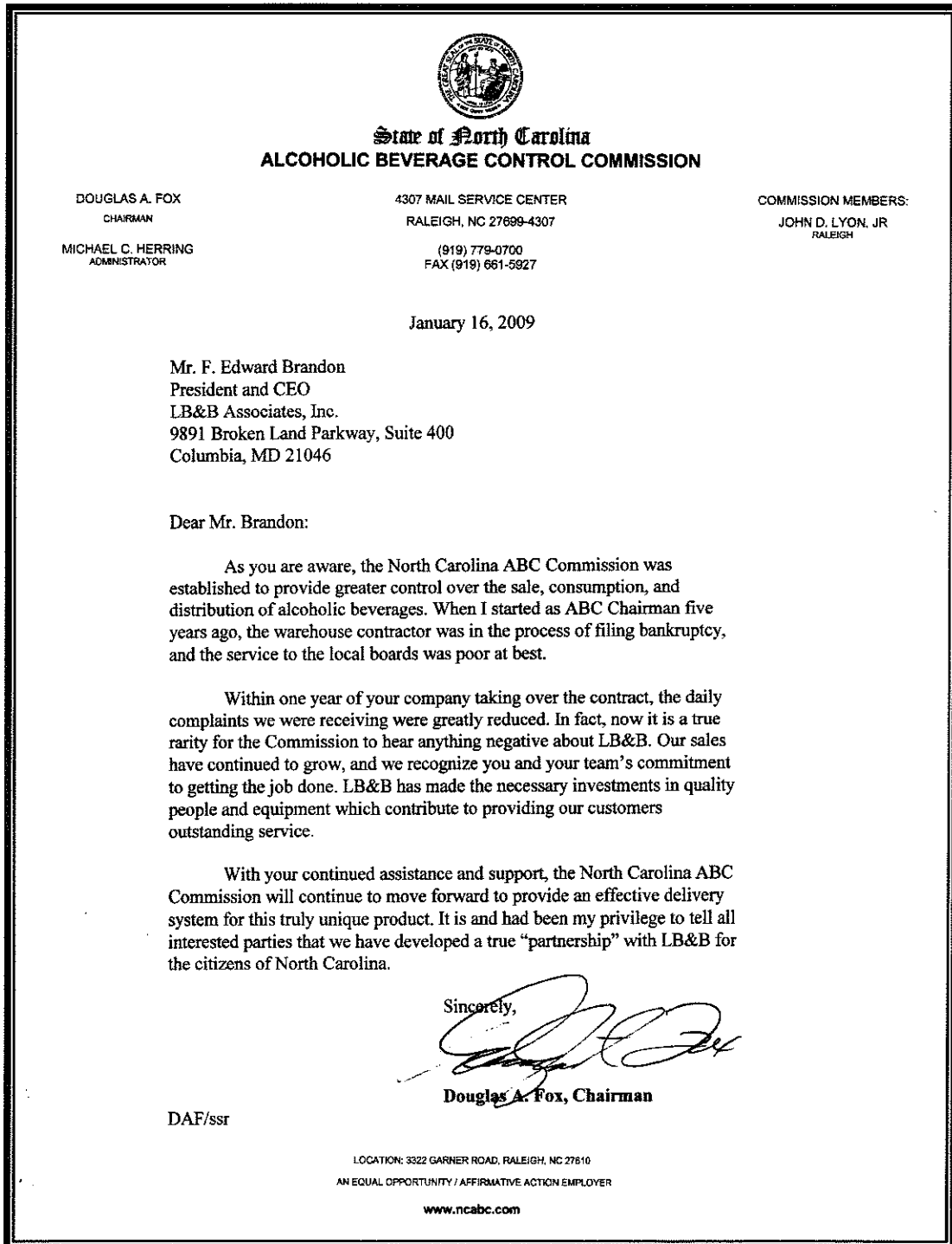
We have identified five core commitments below that we feel are instrumental in providing the level of performance the West Virginia ABCA expects and the service their customers deserve. These commitments will be part of our indoctrination training for each employee and will be prominently displayed in the Project Manager's office for all to observe.

### COMMITMENTS

1. *Instill a spirit of Partnership to foster positive relations and cooperation.*
2. *Direct our focus on providing high quality customer satisfaction.*
3. *Ensure an environment where safety comes first.*
4. *Empower employees with the authority to do their jobs and recognize their exceptional performance.*
5. *Become the contractor of choice for the follow-on contract.*

### 1.1.1 Partnership

LB&B Associates Inc. believes that partnering with their customers is critical to the success of both entities. Through open and honest communications, which is a key concept of partnering, we learn our customers' functions, processes and procedures - even those that do not directly affect the contract requirements. Our customers also learn of our knowledge, experience and capabilities. The net effect of the partnering relationship is the efficiencies gained, by the two entities sharing and becoming more effective from the synergy of the partnership.



On this contract, we will only be responsible for the distribution and transportation functions – which we are very experienced and capable of performing. We also bring extensive receiving and warehousing expertise in an ABCA type setting that increases our understanding of the entire process. Understanding in detail the entire process will enable our team to be a more effective part of your team, ultimately becoming one seamless team with a common goal – high quality customer satisfaction.

**1.1.2 Quality Customer Satisfaction**

LB&B Associates Quality focus is preventative in nature, concentrating on early identification and resolution of potential problems, before they affect our operations. We also emphasize continuous improvement and recognize those employees who innovate and provide a “better way” of doing business.

We have invested a tremendous amount of time and effort into not only developing a Quality Management System for all of the services we provide, but also having our processes and procedures evaluated by an outside source to validate our efforts. Achieving ISO Certification is just another step in our on-going continuous, quality improvement process.



**1.1.3 Safety**

Safety is not an option – it is foremost in all we do and will not be compromised. Our employees function in some very hazardous environments transporting and handling; aircraft fuel, ammunition, explosives, hazardous material as well as spirituous liquor products. All of our employees at all levels are safety focused and have the responsibility and authority to stop any unsafe operation immediately. We are proud of our safety record, which is consistently lower than industry standards.

**1.1.4 Employee Empowerment**

Our experience has been that if we hire the best employees available, respect our employees’ capabilities and empower them to take ownership of the functions they are responsible for, they will take care of the customers. While our project manager will meet every private liquor store operator on the WV ABCA Contract at some time – no one will know them and their expectations better than the drivers. Our drivers will be empowered to work with those customers and to identify better ways of satisfying them – whatever it may be.



### 1.1.5 Contractor of Choice

LB&B Associates Inc. has a reputation for its ability to win and maintain contracts for long periods, through its exceptional service and best value pricing. We have been successful in retaining contracts through multiple competitions, and have one operation that is now a "rolling contract" that is open-ended. We understand the level of effort and expenses our customers incur when they have to change contractors, which we often eliminate by providing to our customers that we are the right contractor to remain on the project.

*With LB&B you can rest assured, you are not just another customer of a multifunctional delivery service, nor are your retail liquor stores just additional stops on an existing convenience stores route...*

We are providing a dedicated service team, to exclusively support Distribution and Transportation Services for the West Virginia Alcohol Beverage Control Administration. Our team will have one priority and one focus - satisfying your (our) customers.

Though providing a true partnership in supporting your (our) customers, exceptional customer service, unparalleled safety in our operations provided by high quality, empowered employees, we intend to show the WV ABCA that we are the best contractor for this project, and should be the contractor of choice for future opportunities.

## 2.0 Past Performance

LB&B is uniquely qualified and experienced in all of the functions required under this contract. We have a diverse background in logistics management, warehouse and distribution, facility maintenance, equipment maintenance and base operating support services for local, state, and government customers. Our successes are the result of an experienced management team with an average of over 18-years in the Services Industry coupled with our corporate philosophy of total customer satisfaction.

Our capability comes from exceptional, long-term performance on contracts like those listed here and includes current contracts that are directly relevant to West Virginia's ABCA requirements. These contracts include:

- ABC Storage, Warehousing and Distribution Services for the State of North Carolina.
- Federal Emergency Management Agency (FEMA) Distribution Center, Jessup MD.

These contracts involve the shipping, receiving, warehousing, and distribution of spirits, documentation, informational material, *and/or* supplies and materials on various sizes and scale, as indicated here:

## 2.1 ABC Storage, Warehousing and Distribution Services for the State of North Carolina.

We manage the warehousing and distribution of alcoholic beverages for the State of North Carolina through this contract:

### 2.1.1 Warehousing:

- Our 200,000 square-foot North Carolina ABC Warehouse has a storage capacity of up to 450,000 cases of alcoholic beverages.
- Our inventory consists of approximately 1,700 line items with a value of approximately \$40,000,000.00.
- LB&B's Receiving Section processes on average 18-trucks daily from over 90-suppliers.
- Each item is assigned space based on a 45/60 day supply. 45-days for domestic items and 60-days for imported items.
- We distribute alcoholic beverages to 159 Local ABC Boards including 8 Military Bases and 246 stores throughout the state of North Carolina, on a prescheduled delivery basis, 5 days per week.
- We have a WMS system with RF scanners and security personnel on duty to ensure the security of the North Carolina ABC Warehouse 24 hours a day, 7 days a week.

### 2.1.2 Distribution:

- Our Shipping Section will select and pack on average 18-trucks daily with approximately 18,500 cases averaging about 358,000 cases per month or nearly 4,300,000 annually.

- Numerous shipments are multi-stop/loads requiring special attention in the loading of the trailers to facilitate efficient off-loading at the scheduled location.



**State of North Carolina**  
**ALCOHOLIC BEVERAGE CONTROL COMMISSION**

**DOUGLAS A. FOX**  
CHAIRMAN

4307 MAIL SERVICE CENTER  
RALEIGH, NC 27699-4307

COMMISSION MEMBERS:

**JOHN D. LYON, JR**  
RALEIGH

**MICHAEL C. HERRING**  
ADMINISTRATOR

(919) 779-0700  
FAX (919) 661-5927

December 31, 2008

Mr. F. Edward Brandon  
President and CEO  
LB&B Associates Inc.  
9891 Broken Land Parkway, Suite 400  
Columbia, MD 21046

Dear Mr. Brandon,

As we close another banner shipment year at the North Carolina ABC Commission, I wanted to take this opportunity to thank you for the outstanding team that LB&B Associates Inc. has provided here to manage our spirituous liquor warehousing and distribution operation. With deliveries up 4% over last year, Graham Thompson and his staff always found ways to meet demand and improve customer service.

One of my goals for 2009 is to convince the incoming Administration of how important it is to expand our ageing warehouse distribution facility. While orders are being accurately picked and being delivered safely and on time, having additional warehouse space and automation will not only enhance product quality controls but will be essential to maintaining overall operational effectiveness.

North Carolina has seen substantial growth in spirituous liquor sales these past 5 years and I expect it to continue in 2009. I know your team will be prepared and I hope that you will express to them my appreciation for the fine work that they are providing to insure total customer satisfaction.

Happy New Year!

Sincerely,

Michael C. Herring  
Administrator

LOCATION: 3322 GARNER ROAD, RALEIGH, NC 27610  
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER  
[www.ncabc.com](http://www.ncabc.com)

- Our personnel have the experience and expertise to prevent the different loads from co-mingling in the trailers.
- Our personnel understand the importance of accuracy that leads to customer satisfaction.
- Some locations require over-night transit to be able to make the delivery the next day.
- Other locations are so remote, tractor-trailers cannot navigate the rural roads and the smaller van trucks are used.

LB&B currently provides these services by means of 18-tractors and 45-foot enclosed trailers, one van, and one 28' straight truck.

**2.2 Federal Emergency Management Agency (FEMA) Warehousing and Distribution Operations.**

LB&B has been supporting the needs of FEMA since 1998. During this time, we have developed a very positive rapport making our relationship and operation extremely effective. This distribution center is the only FEMA Operation that can supply it's internal and external customers with the products needed to prepare for or respond to emergencies. This contract is relevant to the WV ABCA contract as the processes and procedures are very similar – with different commodities.

**2.2.1 Warehousing:**

- On this contract our employees operate the only FEMA Distribution Center and are responsible for receiving, storing, and issuing (shipping) the publications and informational kits of all FEMA Products to a variety of customers throughout the country, including the general public.
- We currently have 35,000,000 items in storage, totaling over \$17,000,000.00.
- The main function of this operation is to ensure availability of support material, for distribution to FEMA Staff and customers to plan for, or respond to emergencies.
- This function also operates an order call center, to receive orders for products.
- Our employees interface with FEMA consistently, on the receipt (inflow) and delivery (outflow) of products to ensure availability and the most efficient delivery possible.

**2.2.2 Transportation:**

- In FY06, we responded to 309,945 requests resulting in 21,161,531 pieces being distributed.
- Key to our great business relationship is the continuous communication flow between our Project Manager (PM) and FEMA. This continual flow allows us to take pre-emptive measures to ensure we do not have problems, for example:
- We began a partnership with the FEMA Transportation Department in 2006 to handle our larger shipments to Disaster Field

*Key to our ability to respond to emergency contingency requirements are our; tested and proven procedures, highly trained and skilled employees and pre-established support agreements with logistics service providers... We apply these same processes to all of our logistics operations to ensure our customers' needs are supported in any situation...*

Office's (DFO) partly in response to Hurricane Katrina, because other carriers could not make deliveries to the area. Due to the effective communications and exceptional working relations in this partnership, we facilitated 35-very large shipments (numerous truckloads), on time and into hazardous areas. In addition, we saved FEMA \$106K in overall savings compared to using DHL/FedEx for deliveries.

- Many of our shipments are driven by real-world disasters, which require our employees to respond at all hours of the day and night to expedite the required shipments to the disaster locations.
- We provide initial receipt, processing, and distribution services for new and revised FEMA publications and blank forms in accordance with specific instructions in the form of work orders.
- We determine the most cost-effective method of delivery for meeting the requirements of each work order.

**2.3.3 Additional Expertise**

Additionally, we have contracts with the Federal Government and Commercial customers throughout the United States to maintain and operate mechanical, electrical, structural, alarm systems, and architectural building systems in customer-sensitive facilities such as Federal Courthouses and various GSA facilities. This shows that although we are new to the State of West Virginia, we have operated in diversified markets - successfully - and will do the same for the WV ABCA.

Here are a few of our multifunctional service contracts, many of which have some level of logistics support required:

• Fort Sill, OK	• GSA Headquarters, Washington, DC
• Fort Carson, CO	• FEMA Mount Weather Emergency Assistance Center, Bluemont, VA
• Fort Leonard Wood, MO	• EPA Environmental Science Center and Laboratories, Fort Meade, MD
• Goddard Space Flight Center, Greenbelt, MD	• IRS Service Center, Chamblee, GA
• Centers for Medicare and Medicaid Services, Baltimore, MD	• Robert C Nix Federal Building, Philadelphia, PA

### 3.0 Project Management Narrative

LB&B will furnish all necessary labor, material, supplies, and equipment to operate and manage the distribution, transportation and delivery of alcoholic liquor products owned or authorized by the WV ABCA, pursuant to the requirements of the resultant contract, from RFQ ABCA52.

#### 3.1 Services Provided

Specifically, the services provided include;

- Transportation of alcoholic liquors, supplies and equipment to authorized retail liquor stores.
- Return transport to WV ABCA DC of authorized alcoholic liquors, confiscated parts of stills, empty cases and fiber containers.
- Execute all transportation orders issued by and in accordance with the schedule established by the WV ABCA.
- Furnish all labor necessary to load and unload vehicles at the required locations
- Ensure availability of adequate, high quality resources in sufficient quantities for the exclusive performance of this contract such as highly qualified manager, skilled drivers and quality equipment.
- Obtaining and maintaining all required licenses, permits, stamps, certifications, insurance policies and bonds to fully comply with all federal, state, local and contractual requirements.
- Ensuring that only those goods, products and equipment belonging to or authorized by the WV ABCA are transported with resources associated with this contract.

LB&B will perform these services in strict compliance with all applicable Federal, State, and local laws, rules, and regulations and in strict accordance with the contract.

#### 3.2 Organization

The organization we have developed to perform the contract will allow flexibility and improve productivity while accommodating necessary interfaces with the WV ABCA customers and staff. Our proposed organization is task oriented, using proven scheduling and planning techniques and systems.

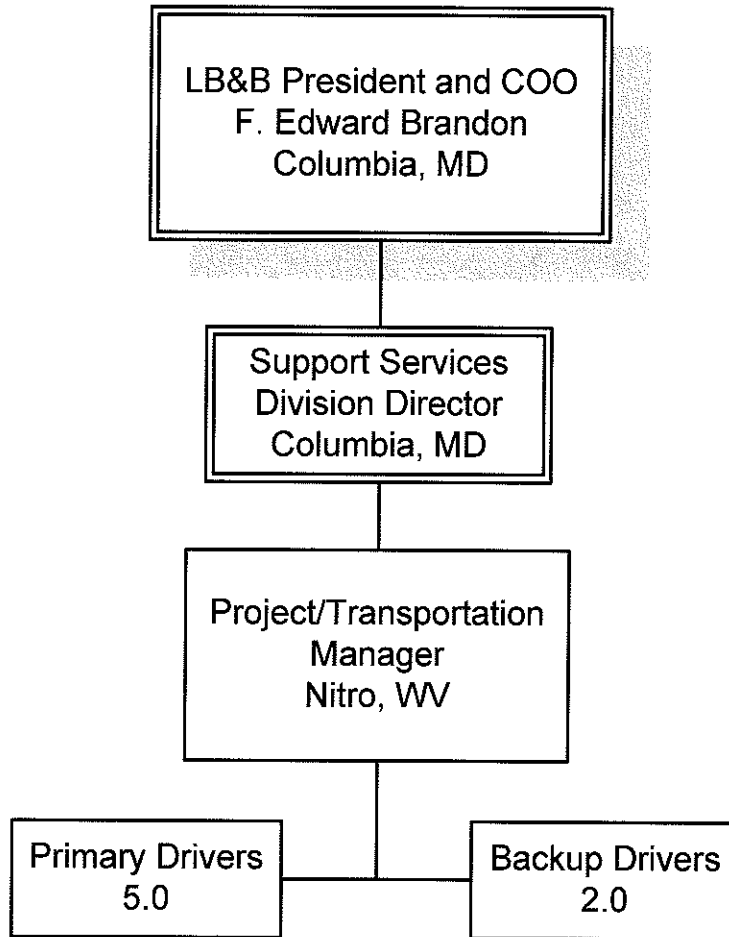
Our project organization will provide effective support and facilitate the efficient flow of work from point-of-loading at the ABCA Distribution Center (DC) warehouse in Nitro, WV to point-of-delivery at the various private retail locations throughout the state.

Our organizational structure and staffing effectively meets all contract requirements and ensures that the distribution and transportation of liquor receive the highest priority required for such a service activity. *Figure 3.2.1-1* illustrates the functional alignment and staffing levels of our project organization.

**3.2.1 Project Staffing**

Staffing levels proposed for performance on this contract are based on primary sources: First-hand corporate experience in performing similar contracts, workload requirements as we understand them, and review by our corporate management to determine optimum staffing levels. Our project organization is an independent organization with full authority provided to our Project Transportation Manager (PTM) to make all decisions related to the contract.

*Figure 3.2.1-1 WV ABCA Project Organization*



As illustrated in *Figure 3.2.1-1*, our organizational structure ensures direct communication between the Project/Transportation Manager and our drivers.

Our organizational structure allows our Project Transportation Manager (PTM) to monitor contract performance in relation to established objectives on a continuing basis to ensure compliance with the contract requirements; provide for rapid and close control of all project-related activities; and close interface between our Project Manager and the WV ABCA Staff. This approach also allows our Project Manager the necessary time to maintain close contact with the customers.



### 3.3 Project Management Summary

LB&B will provide all resources necessary to effectively perform the functions of transportation of liquor for the State of West Virginia. The services to be provided are as stated in Paragraph 2.1 above. A list of dedicated equipment to be provided for this effort is contained in Paragraph 4.2.2. - Vehicles.

LB&B's management philosophy is to partner with our customers. Our mission on this contract is to create an environment where the WV Alcohol Beverage Control Administration (ABCA) and LB&B work in partnership on fulfilling the requirements of the ABCA in providing the requested products to the private retail liquor stores on time and in the quantities requested. Our goal is to have highly satisfied customers at all locations in the State of West Virginia – all the time.

In order to achieve this goal, we will provide the following:

- A Project Transportation Manager (PTM) to manage the day-to-day distribution effort, interface with the ABCA staff and customers. ***Our PTM will be on-site at all times when shipments are being made.*** Our PTM will concentrate on ensuring the required drivers and vehicles are available and dispatched to ensure on-time delivery to the private retail stores. This manager will also coordinate loading and unloading with the ABCA Warehouse Manager to facilitate efficient operations. Our PTM will establish and maintain open lines of communications to affect a productive partnership focused on improving support to our mutual customers – the private liquor store proprietors.
- As a back-up for the PTM, we will identify one of the senior drivers as a lead, who will function as the Assistant PTM in their absence. This individual will be well versed on the loading, dispatch and scheduling operations and will be fully capable of performing all management functions.
- At least 5-primary, and 2-back-up drivers that are properly licensed (CDL-A), trained and experience to ensure on-time deliveries as established by the ABCA Schedule. We will also maintain a roster of part-time, on-call, contingency drivers to ensure we can support any surge requirements such as Trade Shows.
- Highly dependable, quality vehicles properly licensed, permitted and insured for transporting liquor throughout the State of West Virginia. All of our vehicles will be equipped with both an installed GPS system for real-time tracking of their locations and on-board communications. The communications systems will be pre-loaded with all contact information needed for immediate contact with any delivery location and well as the ABCA Distribution Center. Though not called for in the RFQ, we will provide a smaller van type vehicle to provide quick response with smaller, high priority deliveries as needed.
- All required support equipment such as; dollies, rollers, pallet jacks, stands, straps, dock plates, etc...in the quantities required to ensure safe and efficient deliveries.

### 3.4 Operations

This section of our proposal provides more detailed procedures and processes required to ensure responsive and timely Distribution and Transportation of liquor for the West Virginia Alcohol Beverage Control Administration (ABCA). Partnering with the WV ABCA Warehousing Staff,

we will do everything we can to insure our vehicles are loaded and depart on-time, to enable on-time deliveries to our customers.

**3.4.1 Distribution** – The distribution process involves all activities to get the liquor products from the WV ABCA Distribution Center, to the private retail liquor stores throughout the State of West Virginia. Our employees will be task with assisting with loading, transportation, unloading, and movement into the customers’ designated store location.

#### **3.4.1.1 Loading**

While we understand the actual loading of the trucks and trailers will be the responsibility on the WV ABCA Distribution Center employees, our PTM is responsible for ensuring the product is loaded;

- Accurately per the load sheet
- To allow unloading per the delivery schedule with minimal rearranging
- Securely and safely to minimize damage
- Not to exceed the capacity of the vehicle
- Allowing space for unloading equipment

The loader will close and lock the vehicle only after is has been inspected by the Transportation Supervisor.

#### **3.4.1.2 Scheduled Routes**

Our drivers will follow the WV ABCA preferred delivery routes and schedules to ensure the deliveries are made as instructed. However, following our Quality Management System concept of “continuous improvement” we will ontinuously look for ways to improve operations including identifying quicker, shorter, safer and more customer friendly routes and delivery schedules.

We will also continuously evaluate the equipment used for specific deliveries – tractor-trailer versus straight truck. Whenever possible, we will use smaller, more maneuverable vehicles.

#### **3.4.1.3 Approved goods**

Our drivers, vehicles and assigned equipment will be for the *exclusive* support of the WV ABCA Distribution and Transportation Services Operations. Only those goods, products or equipment items owned by or approved by the WV ABCA, will be transported in our vehicles.

Our team will have one priority and one focus – delivering only WV ABCA product, to WV ABCA customers. There will be no need for authorizations to transport other items of any sort.

### **3.4.2 Transportation**

The transportation function of the distribution operation is our primary responsibility. We current transport over 4,000,000 cases of liquor per year, for the State of North Carolina. We travel similar, small, rural, mountainous routes on a daily basis. We fully understand the transportation requirements and will provide the appropriate resources to ensure on-time delivery.

**3.4.2.1 Drivers**

All the drivers we provide will meet the following minimum requirements:

- Current Class-Commercial Drivers License (CDL-A)
- No license restrictions
- Minimum of 3-years over the road experience
  - Beverage delivery experience preferred
- Clean driving record
- Have a current medical certification, as indication of having met the Federal Motor Carrier Physical Qualification Standard (including eye test).
- Medical waivers will not be considered.

As they are our first line of service, all of our drivers will be trained in customer service skills and how to maintain effective customer relations.

**3.4.2.1.1 Replacement Drivers**

All replacement drivers will meet the same requirements that our drivers do. We will identify qualified “on-call” drivers that we will use when we need to fill a short-term vacancy, or when we have a surge situation such as the Trade Show Delivery and Holiday Seasons. Our roster of on-call drivers will be provided to the WV ABCA for approval. We keep a file of these drivers, pre-qualify them (back-ground check, drug test, check rides, etc...) and then contact them when needed.

**3.4.2.1.2 Identification**

All of our employees are provided company uniforms and identification card clearly identifying them as employees of LB&B Associates Inc. Employee identification cards will be displayed at all times. Photographs of our employees will be provided to the WV ABCA to display as needed to ensure identification of the employees. When an employee terminates employment, their identification card will be recovered, and their photographs will be returned to the WV ABCA with notification of termination. .

All LB&B Associates Inc., vehicles and equipment will be appropriately marked to identify ownership.

**3.4.2.2 Vehicles**

All of our vehicles are high quality, low mileage vehicles in excellent condition. All delivery vehicles are equipped with GPS Tracking and on-board communication to enable the drivers to contact the customers and our Transportation Supervisor to report delivery schedule delays, emergencies, etc. The GPS Tracking System enables our



Transportation manager to track “real-time” the location of all of our trucks to ensure they are on schedule.

We take great pride in the appearance of our vehicles, as they represent our primary customer – The WV ABCA – as well as LB&B Associates to all who see them. We keep our vehicles clean and presenting a professional appearance at all times. Based on the normal workload data provided we propose the following mix of tractors, trailers and trucks:

<b>NORMAL OPERATIONS</b>		
<b>Minimum Quantity</b>	<b>Type</b>	<b>Size</b>
5	Tractors	80,000 lb GVW
10	Trailers	40/45 Foot
3	Straight Trucks	24/26 Foot

*During surge situations (Trade Shows), and any other time of increase workload, we will increase our capacity as needed to ensure we can meet the case per day requirements.*

We ensure that all of our vehicles are safe, reliable and equipped with all appropriate equipment. Upon contract award, we will provide a list of all vehicles to be used in support of this contract to the WV ABCA. That list will include; Make, model, year, vehicle identification number (VIN), LB&B Identification number and license plate number.

All of our delivery vehicles are equipped with the following as a minimum;

- Current State Vehicle Inspection Sticker
- Valid License
- Current Public Service Commission Stamp
- Current Liquor Transportation Permit
- Current Fuel Stamp
- Identification Number
- On-board Telecommunication Device
- Installed GPS Tracking System
- Company Markings
- Safety Equipment (first aid kit, fire extinguisher, warning devices)
- Inclement weather gear as required (chains, shovel, salt, coveralls, gloves, ice scrapers, etc...)
- Tie down and security devices - straps, blocks, locks

**3.4.2.3 Vehicle Maintenance**

LB&B’s responsive and reliable delivery service is dependent upon the safe operation and reliability of our equipment. This section details our Equipment Maintenance Program. The LB&B Maintenance Program applies to all tractors, trailers, trucks and any other equipment that requires servicing which is owned or leased by LB&B for use on this contract. The program consists of four levels of maintenance, which are:

- **First Level** - Operator Maintenance, performed by the vehicle/equipment operator on a daily basis.
- **Second Level** - Minor Maintenance, repairs which are performed by the on site Vehicle/Equipment Mechanic on a daily or as needed basis.
- **Third Level** - Preventive or Scheduled Maintenance, which is performed by the on site Vehicle/Equipment Mechanic on a monthly, mileage, or hourly basis as required.
- **Fourth Level** - Heavy Maintenance, which is performed in a fully certified maintenance shop and manned by factory trained qualified personnel. We will establish a contract with a certified shop, such as **FleetPride, Inc.**, of Charleston for any fourth level maintenance. We use FleetPride on a number of our contracts with excellent results.

**3.4.2.3.1 First Level - Operator Inspection/Maintenance**

Operators will perform the following inspection/maintenance deliveries prior to, during, and after return from deliveries:

The Drivers Vehicle Inspection Report will be completed by each driver, prior to departure. Each item will be checked and the exact condition of the vehicle will be as indicated on this report when the vehicles are parked for the day. See *Figure 3.4.2.3.1-1 Drivers Vehicle Inspection Report* below.

- Drivers will check the “Next Preventive Maintenance Due” (NPMD) decal posted in the tractor cab and note if the date entered thereon is within two days of the current date or mileage is within 500 miles of that entered on the decal. If either situation exists, the driver will so indicate in the remarks section of the Driver’s Daily Vehicle Condition Report. For example, NPMD 11/20/09 – or NPMD Mileage.
- The following post-trip servicing will be accomplished:
  - Refuel
  - Visually check for any fluid leaks
  - Bleed the air system of any accumulated water by opening the petcock on the main tank.
  - Check fluid levels and add if necessary.
  - Clean cab interior, removing all trash and debris.
  - Complete Driver’s Daily Log
- The completed Driver’s Daily Log will be turned in to the Transportation Manager at the end of each run.

**3.4.2.3.2 Second Level Maintenance**

Our Vehicle/Equipment Maintenance Mechanic will perform first level maintenance, which is defined as minor repairs beyond the capability of the operators such as, but not limited to, the following:

- Tighten cap screws, fittings, and connection or replace gaskets as necessary to correct external air, coolant, fuel or oil leakage.
- Change light bulbs.
- Minor repair to electrical system.
- Replacing or servicing batteries or cables. Check coolant and anti-freeze and replenish if not within the proper tolerance for the appropriate season.

- Any other minor repairs or adjustments within the capability of the mechanic and his resources.

*Figure 3.4.2.3.1-1 Drivers Vehicle Inspection Report*

<b>DRIVER'S VEHICLE INSPECTION REPORT</b>		
AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS		
CARRIER: <b>L B &amp; B ASSOCIATES INC.</b>		
ADDRESS: <b>RALEIGH, NC</b>		
DATE: _____	TIME: _____	A.M. _____ P.M. _____
CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"		
TRACTOR/ TRUCK NO. _____	ODOMETER READING _____	
<input type="checkbox"/> Air Compressor <input type="checkbox"/> Air Lines <input type="checkbox"/> Battery <input type="checkbox"/> Belts and Hoses <input type="checkbox"/> Body <input type="checkbox"/> Brake Accessories <input type="checkbox"/> Brakes, Parking <input type="checkbox"/> Brakes, Service <input type="checkbox"/> Clutch <input type="checkbox"/> Coupling Devices <input type="checkbox"/> Defroster/Heater <input type="checkbox"/> Drive Line <input type="checkbox"/> Engine <input type="checkbox"/> Exhaust <input type="checkbox"/> Fifth Wheel <input type="checkbox"/> Fluid Levels <input type="checkbox"/> Frame and Assembly	<input type="checkbox"/> Front Axle <input type="checkbox"/> Fuel Tanks <input type="checkbox"/> Horn <input type="checkbox"/> Lights Head - Stop Tail - Dash Turn Indicators <input type="checkbox"/> Mirrors <input type="checkbox"/> Muffler <input type="checkbox"/> Oil Pressure <input type="checkbox"/> Radiator <input type="checkbox"/> Rear End <input type="checkbox"/> Reflectors	<input type="checkbox"/> Safety Equipment Fire Extinguisher Flags - Flares - Fusees Reflective Triangles Spare Bulbs and Fuses Spare Seal Beam <input type="checkbox"/> Starter <input type="checkbox"/> Steering <input type="checkbox"/> Suspension System <input type="checkbox"/> Tire Chains <input type="checkbox"/> Tires <input type="checkbox"/> Transmission <input type="checkbox"/> Trip Recorder <input type="checkbox"/> Wheels and Rims <input type="checkbox"/> Windows <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Other
TRAILER(S) NO.(S) _____		
<input type="checkbox"/> Brake Connections <input type="checkbox"/> Brakes <input type="checkbox"/> Coupling Devices <input type="checkbox"/> Coupling (King) Pin <input type="checkbox"/> Doors	<input type="checkbox"/> Hitch <input type="checkbox"/> Landing Gear <input type="checkbox"/> Lights - All <input type="checkbox"/> Reflectors/Reflective Tape <input type="checkbox"/> Roof	<input type="checkbox"/> Suspension System <input type="checkbox"/> Tarpaulin <input type="checkbox"/> Tires <input type="checkbox"/> Wheels and Rims <input type="checkbox"/> Other
Remarks: _____		
_____		
_____		
_____		
_____		
_____		
<input type="checkbox"/> <b>CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY</b>		
DRIVER'S SIGNATURE _____		
<input type="checkbox"/> ABOVE DEFECTS CORRECTED <input type="checkbox"/> ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE		
MECHANIC'S SIGNATURE _____		DATE _____
DRIVER'S SIGNATURE _____		DATE _____

LB&B ASSOCIATES INC. TRUCK INSPECTION WORK SHEET			
DATE _____	TRUCK # _____	MAKE _____	MILES _____
			Mechanic's Name _____
1.	Check for worn or mismatched tires _____	OK _____	PULL _____
2.	Jack, Check, and Grease Steering axle _____	OK _____	PULL _____
3.	Valve stem caps on all tires _____		
4.	Test parking brake _____	Test Service Brake _____	
5.	Test air pressure drop with brake on _____		
6.	Check clutch adjustments and lube _____		
7.	Check all instruments & controls _____	Wipers & Blades _____	
8.	Check heater and air conditioner for proper operation _____		
9.	Mirrors & Glass _____	Check all lights _____	
10.	Oil Door Hinges _____		
11.	Check for air leaks _____		
12.	Check Exhaust system _____		
13.	Check air filter gauge _____	Replace filter if needed _____	
14.	Check Engine air intake hose for rubbed spots, tighten Clamps _____		
15.	Clean Engine crankcase breather _____		
16.	Change Engine oil and filter _____	(month) _____	
17.	Check oil & filter _____	Oil _____	Fuel _____
18.	Check power steering oil level _____	Repair all oil leaks _____	
19.	Check all belts for wear and adjust all belts _____		
20.	Tighten all water hose clamps first _____	Pressure test radiator _____	
21.	Check coolant level, High _____	Low _____	Antifreeze protected to _____
22.	Check DCA Content _____		
23.	Blow out radiator fins _____		
24.	Check 5 <sup>th</sup> Wheel for Lubrication and Proper operation _____		
25.	Check steering box _____	Linkage _____	Cotter Keys _____
26.	Check toe in _____		
27.	Check engine & transmission mounts _____	Check trans. oil level _____	
28.	Check drive shaft U Joints & locks _____		
29.	Check oil level in differential _____	Tighten differential bolts _____	
30.	Check brake chambers and adjust _____		
31.	Check brake lining & adjust _____		
32.	Check brake drum bolts _____		
33.	Tighten axle/wheel studs and nuts _____		
34.	Lubricate truck completely _____		
35.	Check batteries, remove and clean cables and Mounting brackets _____		
36.	Drain air tanks _____		
37.	Correct Annual, Fuel and Inspection stickers _____		
38.	Check truck # Decals _____		
39.	Check fire extinguisher and flare kit _____		
40.	Check engine compartment for cleanness _____		

Figure 3.4.2.3.2-1 LB&B Associates Inc. Truck Inspection Work Sheet

**3.4.2.3.3 Third Level Maintenance**

The Vehicle/Equipment Maintenance Mechanic will perform periodic maintenance and servicing in accordance with the manufacturers recommendations and as indicated above. *Figure 4.2.3.2-1* shows the forms used to ensure complete periodic maintenance is performed.

- The inspection and repair of trailers will be performed at the manufacturers recommended intervals using *Figure 3.4.2.3.2-2* for recording the date and mileage at the time the work was performed.

*Figure 3.4.2.3.2-2 LB&B Associates Inc. Trailer Inspection Work Sheet*

<b>LB&amp;B ASSOCIATES INC. TRAILER INSPECTION WORK SHEET</b>			
DATE: _____	TRAILER# _____	MAKE _____	YEAR _____ Mechanic's Name _____
1. Check for worn or mismatched tires _____	OK _____	PULL _____	_____
2. Test Parking Brake _____	Test Service Brake _____		_____
3. Check Air Pressure Drop with Hand Valve applied			_____
4. Check for Air Leaks			_____
5. Check all Lights			_____
7. Check King Pin for wear			_____
8. Check Pigtail Socket and Glad Hands			_____
9. Check Brake Chambers			_____
10. Check Brake Lining/adjust Brakes			_____
11. Check Brake Drum Bolts			_____
12. Tighten Wheel and Axle Studs			_____
13. Drain Air Tanks			_____
14. Lubricate Trailer Complete			_____
15. Check Frame and Suspension for cracks			_____
16. Check Springs for cracks			_____
17. Check Interior Side Walls for Damage Boards			_____
18. Check Oil level in Hubs			_____
19. Check Annual D.O.T. Inspection Form			_____

**3.4.2.3.3 Fourth Level Maintenance**

The vehicles will be scheduled into a certified maintenance shop such as FleetPride Inc. of Charleston, for any major maintenance. Any repairs to the trailers beyond the capability of the Vehicle/Equipment Maintenance Mechanic will be accomplished at a qualified trailer maintenance facility.



**3.4.2.4 Safety Program**

LB&B’s Safety Program is designed to prevent on-the-job accidents in performance of the functions involved in storage and distribution of alcoholic beverages. Prevention is achieved through promoting and maintaining safe working conditions and operational procedures.

LB&B’s on-site Project Transportation Manager has the ultimate responsibility for safe working conditions and adherence to the prescribed safety practices and procedures. However, the success of a Safety Program rests with each employee. Safety Program success can only be achieved through their corporation and assistance in monitoring the operation and reporting of unsafe conditions or practices that could result in accidents.

- PTM must:
  - Train their personnel in proper work practices.
  - See that proper practices are followed.
  - Investigate all incidents or injuries for cause
  - Take corrective action when unsafe conditions or work methods are noted.
  - Maintain all equipment in a safe operating condition.
  
- Employees must:
  - Observe prescribed work practices.
  - Report any hazardous condition to their Supervisors.
  - Report all injuries immediately.
  - Use prescribed protective and safety clothing and equipment.
  - Be proactive on all safety issues

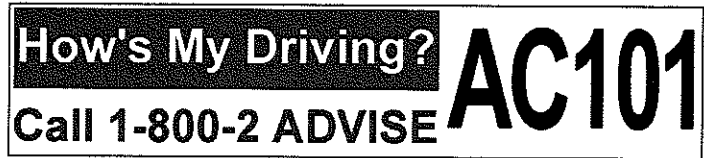
**3.4.2.4.1 Safety Tool Box**

Our PTM and our drivers will be required to hold weekly safety talks covering Safety Tool Box subjects. These brief talks are designed to focus and refocus our employees on issues that could affect their safety. Some examples of Safety Tool Box Subjects applicable to our drivers are;

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| • Vehicle Inspection            | • Winter Driving                    |
| • Basic Control of Your Vehicle | • Hot Weather Driving               |
| • Shifting Gears                | • Railroad-highway Crossings        |
| • Seeing                        | • Mountain Driving                  |
| • Communicating                 | • Driving Emergencies               |
| • Space Management              | • Antilock Braking Systems          |
| • Controlling Your Speed        | • Skid Control and Recovery         |
| • Seeing Hazards                | • Accident Procedures               |
| • Distracted Driving            | • Fires                             |
| • Aggressive Drivers/Road Rage  | • Alcohol, Other Drugs, and Driving |
| • Night Driving                 | • Staying Alert and Fit to Drive    |
| • Driving in Fog                | • Personal Protective Equipment     |

**3.4.2.4.2 Driver Safety Performance Tracking**

We feel we cannot do too much to ensure safe operation of our vehicles, and security of the WV ABCA Product. As such, we will have a decal such as the one shown here on each of our vehicles to allow motorists to report erratic or unsafe vehicle operation. The service we subscribe to provides 24- hour a day reporting to us, of any calls received concerning one of our vehicles.



We take any report seriously and will investigate them thoroughly. If necessary, drivers will be counseled, retrained or dismissed as appropriate.

**3.4.2.4.3 Safety Award Program**

LB&B has provided a Safety Program for all contract sites. Each employee is eligible to participate in the worthwhile and effective program. We provide monetary awards to those employees who consistently work safely.

**3.4.2.4.4 Safe Driving Awards**

Full-time Truck Drivers are eligible for a Safe Driving Award in accordance with the American Trucking Association's policies and guidelines. Awards are given in December of each year.



**3.4.2.4.5 Distribution of Safety Plan**

One copy will be posted on the drivers area bulletin board and one copy placed in the packet for each tractor.

**3.4.2.5 Security**

Security is very important to LB&B Associates Inc., and will be continuously emphasized. Our employees will be trained on all aspects of security as they relate to care of WV ABCA property at all times; in the warehouse, while in transit and while being unloaded. Vehicles and facilities will be locked when left unattended, and any suspicious activity will be reported immediately to our management and WV ABCA staff as appropriate.

**3.4.2.5.1 Vehicle Over- the- Road Security**

Vehicles in transit are somewhat more vulnerable to hi-jacking and theft than when parked and secured. To insure the security of the vehicles and the WV ABCA products, the following procedures (as a minimum) will be implemented:

- LB&B will provide mobile phones to its truck drivers to be used in Safety/Security instances, as well as to notify and inform the Customers and Transportation Manager of deviations in arrival times.
- Additionally, LB&B will install GPS systems in all vehicles for location tracking purposes.
- LB&B Employees will be especially alert to persons observed following them for extended periods of time, or watching them while unloading.
  - Personnel will attempt to safely obtain the license number and description of the vehicle, or individuals observing them report as much details as possible to the LB&B Transportation Manager.
- In the event of an attempted or actual hijacking, LB&B employees will not resist.
  - Employees should remain calm, which may enable Driver and Helper to provide reliable information to law enforcement officers' details about the hi-jacking.
- All vehicles (trucks, tractors and trailers) will be locked (not just sealed) when not being on or off-loaded. High quality, tamper proof locks will be provided for each vehicle.
- While trailers are disconnected from the tractors, they will be secured with a king-pin lock, which prevents another tractor from connecting to it.

#### **3.4.2.6 Training Program**

All of LB&B's employees who work at the WV ABCA Project will have the requisite skills and currently valid certifications, licenses, and permits before consideration for employment.

All employees will be required to attend a training/orientation session focusing on policies and procedures regarding; company policies and procedures, security, safety, and administrative matters. These training sessions/orientations are mandatory and personnel will not be allowed to start work on the Project without these training sessions and/or fulfillment of other particular requirements consistent with their respective positions. As a condition of continued employment, all LB&B employees will attend periodic safety orientations conducted by project management. All employees, as required by the specifications of their jobs, will attend training as follows:

- Meeting client requirements
- Customer relations and service
- Contingency Plan — Contingency Plan specifics and the respective role each will play in its execution. Drills for a contingency will conducted a required.
  - Examples of contingency plans are; inclement weather, increased workload, unexpected closure of the WV ABCA Distribution Facility, retail customer facility closure or inaccessibility, etc.
- Drug-Free Workplace
- Equal Opportunity Employer
- Violence in the Workplace
- Security
- Safety

**3.4.2.6.1 Driver Training**

All of our drivers will have the requisite Commercial Drivers License (CDL) for the type and size of vehicle they will be operating, with the appropriate endorsement. In addition to the required CDL-A, all of our drivers, regardless of length of experience, are required to pass a "check ride" evaluation with one of our transportation managers or senior operators, over the actual routes they will be driving. These check rides are normally more than one day in duration. These check rides ensure safe operation and knowledge of the routes and delivery locations.

One key component of all LB&B Associates Inc., training program is training for cross-utilization, cross-functionality. All drivers will be trained on all routes and all delivery locations. All of our drivers will eventually be able to operate on any route with the same level of efficiency and customer support.

**3.4.2.7 Insurance**

LB&B will provide and maintain current during the period of contract the type and amounts of insurance coverage as stated below.

The insurance carrier(s) for each of the coverage's will be authorized to do business in the State of West Virginia and will be subject to the approval of the Administration. LB&B will furnish the Administration certificates of insurance with respect of each of the coverage's. Each policy of insurance will provide that the ABCA be given a thirty-day, written notice prior to the cancellation of any policy.

Insurance coverage will consist of:

- Liability Insurance - Personal Injury: LB&B will provide liability insurance for Combined Single Limit of not less than 1,000,000; and not less than \$5,000,000 for two or more persons injured.
- General Liability – Property Damage: We will ensure that general liability in the amount of \$1,000,000 per occurrence.
- Cargo Insurance - The merchandise being transported will be insured up to a maximum of \$150,000 per tractor/trailer vehicle and to a maximum of \$95,000 per straight truck.

While not specifically required by the RFQ, we will also provide the following coverage's;

- Employee Liability - We have included employee liability insurance for theft by an employee up to \$50,000 per occurrence.
- Liquor Liability Insurance - In addition to the above insurance, we will provide this coverage in the amount of \$1,000,000 per occurrence.

**3.4.2.8 Responsibility for Loss and Damage**

LB&B will assume financial responsibility for all loss and damage due to shortage, theft, breakage, or otherwise of liquors while under LB&B custody, while in transit to or while unloading at the WV ABCA authorized retail liquor locations. LB&B will be responsible for damaged merchandise delivered to an authorized location, when damaged merchandise is discovered at the retail location and reported to LB&B at the time of delivery.

### 3.4.3 Ensuring Quality

LB&B has taken a major leadership role in the focus on quality by implementing our ISO Certified Quality Management System. Included in this system is a high level of emphasis on continuous improvement.

Continuous improvement is not a program; it is a philosophy and a set of guiding principles that represents the foundation of continuously improving an organizations operations. It is inherent in any organization that inefficiencies will creep in overtime. Recognizing this, continuous improvement is a total system that continuously seeks ways to improve production and management processes/systems.

Quality management includes all activities that influence the production of reliable and durable services. Actions are directed to the prevention of defects, the detection of deficiencies in processes and services, verification of compliance with established requirements and management action to eliminate causes of deficiencies.

Our system provides top management with an effective and efficient means of identifying and correcting potential and actual problem areas throughout the entire scope of operations. The objectives of our program are:

- To measure the quality of services, processes and data
- To effect an improvement of quality as required through corrective measures and improved management practices. To ensure that areas service meet the stated requirements and WV ABCA needs.
- To minimize rework as a result of improper or inadequate performance.
- To continuously improve the quality of our customer service and performance

As stated earlier, quality performance is the responsibility and obligation of all personnel. This is reflected in our policy of incorporating quality inspections into all levels; from top to bottom of our organization

Self-Inspection — The first phase is accomplished at the functional level, by the employees. Each employee will ensure they are meeting or exceeding their specific contract requirements.

Quality Control Inspection — The second phase of our system is performed by our Project Manager. His primary function will be to validate the Self-Inspection Program. He will conduct scheduled and nonscheduled inspections as well as audits to verify the self-inspections results.

Each Manager establishes measurements for his/her own operation, based on the requirements of the contract. They will know exactly what is being measured, the source of the information, its reliability, and its intended use. Factors such as labor productivity, material usage and cost, quantity of work done, quality of work, timeliness of service, and job cost will be included as some of the basic information tracked. Effective control starts and ends with management observation and evaluation.

Periodically, our corporate Director of Quality will visit project locations to evaluate operations and ensure quality performance.

### **3.4.4 Maintenance of Records and Reports**

LB&B will prepare and maintained all required records and reports to include those required by ; WV ABC Administration, Bureau of Alcohol, Tobacco and Firearms, any other Federal, State or Local Government Agency. These records and reports will be provided to authorized government agencies upon request.

### **4.0 Corporate Support Commitment**

We do not expect to send corporate staff to the project on a routine basis, the project manager has the authority and capability to handle day-to-day operations. However, if the need arises, our corporate staff will be on-site for as long as required. We like to refer to our corporate support staff as *“Available, but not overbearing...”*

### **4.1 Corporate Personnel Resources and Corporate Management Personnel**

We have expert corporate management and administrative support groups which will provide direct support to the project staff to ensure compliance with corporate and project policies, performing audits, monitoring and evaluating project status, discerning and resolving problems, and providing technical expertise when required. We are organized to make effective use of matrix management techniques, and have proven ability to direct technical specialties and administrative support to cost-effectively support field project operations.

Located only about a 6-hour drive from Nitro, WV our corporate office staff is available and can be on-site quickly. LB&B’s headquarter operations is staffed with a seasoned professional operations and management support contract management team, who is available on a short-term basis to fill resource voids or key personnel vacancies that may occur.

#### **4.1.1 Support Functions**

LB&B feels that no other company can identify and provide a staff of support personnel equal to those of LB&B. We enthusiastically present our team because we recognize that we are proposing a proven team, as they currently support our ABC Operation in Raleigh, NC. The WV ABCA staff will function primarily as an autonomous entity that will benefit from corporate administrative support functions such as;

- Human Resources
- Drug Free Work Place Program
- Personnel Recruiting Services
- Financial and Accounting
- Labor relations
- Legal
- Affirmative Action
- Quality
- Performance Trend Analysis
- Safety
- Training
- Technical Augmentation

#### **4.1.2 Human Resources**

We operate on the belief that an organization is only as effective as the manner by which its human resources are managed. We firmly believe in participative management and close interaction between project employees and staff, reinforced by corporate support of our sound personnel management plan. This plan will be site-specific for the WV ABCA Project, yet within our established policies and procedures.

Our corporate staff will render any assistance the interpretation, implementation, and reinforcement of any policy or program. As has been our policy on all of our projects, the corporate staff will provide continuing assistance and advice to project management in the areas of staffing, wage and salary administration, employee benefits, Equal Employment Opportunity, Affirmative Action, Training, Job Analysis and Enrichment, Incentive Programs, and Labor Relations.

##### **4.1.2.1 Employment Qualification Standards**

All LB&B employees at the WV ABCA Project will fully satisfy every skill requirement of their respective positions and will have the needed training to execute their work in accordance with safety and health standards. Our employees will have and maintain all necessary licenses, certifications, and permits specific to their vocations. Evidence of these documents will be maintained in our Project Office, and will be available to the appropriate staff members of the WV ABCA. Prior experience, education and training, and continuing education will be the foundation upon which our operations are conducted. We will conduct drug testing and background checks on all potential employees before they are hired and continued periodic testing as required by governing agencies (such as the DOT). All licensing, certifications, and permits are tracked in our ABRA Personnel System to ensure they do not expire. This system will notify the employees in ample time to schedule renewals and testing as required.

##### **4.1.2.2 Human Resources Policies**

The Human Resources policies of LB&B ensure fair treatment, equity, and consistency of action by our management toward all our employees. It is through these policies that we successfully assure a high level of employee morale and labor productivity at our project sites.

The establishment of a positive work environment, in which every employee has a sense of accomplishment and personal fulfillment, is a major goal of the Human Resources Policies. Employees at this project will be encouraged - as they are at all LB&B locations - to participate fully as a member of the LB&B Project Team. They will know that their rights will be absolutely recognized and reinforced, and they will have an avenue for obtaining answers to any inquiry in a forthright and honest manner.

##### **4.1.2.3 Fringe Benefit Policies**

LB&B benefit programs for its employees reflect our concern in two distinct areas. Primarily, our programs must be competitive with other programs in the project area and responsive to our employees' needs. Secondly, LB&B must ensure that our programs are cost effective. All benefit programs are continually evaluated to ensure benefit monies are expended in the most efficient manner, that our benefits are both comprehensive and flexible and satisfy the differing need of our employees.

The programs provided by LB&B will include medical and dental insurance, life insurance, short-term disability, 401(k) Thrift Program, vacation and sick leave, and optional programs including additional life insurance, paid leave for jury duty and bereavement leave.

#### **4.1.2.4 Physical Examinations and Drug Testing**

As a strong supporter of the Federal Drug Free Workplace Act, LB&B's employees will be required to submit to drug testing and background checks prior to commencing work, and continued periodic testing as required by governing agencies (such as the DOT). For those employees in positions requiring periodic physical examinations (drivers), we will track examination requirements in our ABRA Personnel system, notifying the employee when the re-examination is required.

Our Drug Free Workplace Program is implemented at the corporate level, and managed on each project. Our Program includes:

- A detailed written policy describing the program and training on the program.
- Employee education about any available Employee Assistance Programs and/or rehabilitation resources.
- Substance abuse testing for pre-employment, post-offer and random (safety sensitive positions), reasonable suspicion, and post-accident testing by certified laboratories.
- Immediate discharge for positive tests, refusing to take a substance abuse test or for tampering with test specimens.
- Appropriate confidentiality of testing information.

#### **4.1.2.5 Conduct of Employees**

The Project Manager will be solely responsible for our employees' compliance with and the enforcement of the LB&B work rules, safety rules, the WV ABCA Project-specific work and safety rules, and all other standards relating to employee conduct. The Project Manager will also have responsibility for taking corrective action for any LB&B employee found to be in violation of these rules.

#### **4.1.2.6 Recruitment, Retention, Training, and Labor Relations**

Recruiting, promotion, and training programs are integral parts of labor relations. We enjoy very low employee turn-over rates, due in large part to our very competitive compensation packages, promotion and recognition programs.

We prefer to recruit new personnel to fill vacancies for the lower level positions and promote internally to fill vacated higher-level positions. This philosophy has worked well across our projects, enabling us to retain a cadre of highly qualified and experienced employees. Our corporate recruiters maintain a database of potential employees for each of our projects. By maintaining this data, we greatly reduce the time involved in recruiting new employees when needed.

Our benefits plan as explained above is one of the best in the industry. We take good care of our employees, who in turn take good care of our customers. Our compensation packages, promotion policies and recognition programs have proven effective in retaining high-quality employees.



Our training programs are designed to assist our employees in improving their proficiency in their present positions, as well as prepare them for advancement when opportunities materialize. We are

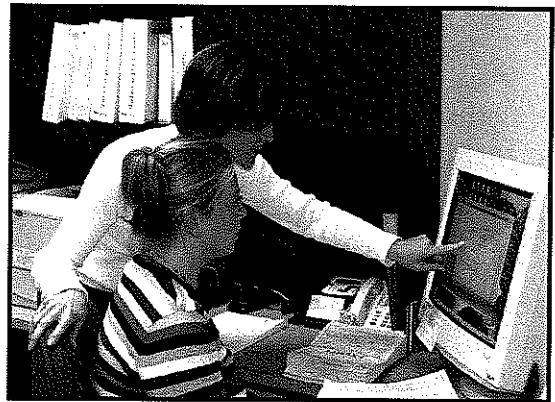
**4.2 Financial Management and Accounting**

Prudent financial management is a key element of our corporate philosophy and the Project Manager’s responsibility. While this contract is firm-fixed price to a point, we will continuously manage costs and will pass on efficiencies where we can. Our corporate office finance section will assist in tracking all costs to enable us to evaluate all operating costs to enable cost reductions where possible.

**4.2.1 Cost Accounting and Control Coding**

LB&B’s primary cost accounting system is our DELTEK System located at our corporate office. The major components of this system are as follows:

- Labor Distribution
- Corporate Accounts Payable
- Payroll
- Journal Voucher Entry
- Project Disbursements
- General Ledger Control Pool
- Detail Ledger Report



Our Cost Accounting System is structured so that each project is tracked to ensure only that manpower, burden, materials, and support functions expended in support of that project’s mission are accrued to it.

Account number coding will also be used to provide a major classification of costs by accounts elements (e.g., labor, materials, supplies, travel, burdens, etc.). This permits major elements of costs to be summarized by work element, project, profit center, or company-wide. This system allows us to evaluate similar expenses at similar projects for inconsistencies – which can affect costs controls.

**4.2.2 Labor Distribution and Payroll**

Accuracy in recording payroll costs is vital to ensuring proper financial management. Responsibility of properly administering payroll control resides with the Project Manager. The Project Manager will ensure that employee completed time records are accurate and complete and submitted to headquarters in a timely manner for payroll processing. All payroll records are reviewed by the project office prior to their transmittal to the corporate office. The corporate office will maintain all employee payroll and earnings records, and will produce the necessary reports including, but not limited to:

- Payroll Register
- Labor Distribution
- Federal and State Unemployment Insurance Reports

- Federal and State Withholding Tax Reports
- Deduction Register
- W-2s Annually

#### **4.2.3 Petty Cash**

A petty cash fund will be established at the project site for providing small amounts of cash on hand to pay for miscellaneous, minor, and isolated purchases. The WV ABCA operation will have immediately available any funds required to support day-to-day operations.

#### **4.2.4 Payment of Invoices**

We will establish support contracts for various required local services in the Nitro area. The corporate office will be responsible for the payment of invoices for goods and services provided by others, such as vehicle repair services, parts, etc... The Project Manager will approve all local purchases up to an amount within the guidelines of the LB&B Accounting Policy Manual.

#### **4.2.5 Actual Versus Planned Performance**

LB&B maintains details of actual costs expended on each contract, both "direct" and "indirect," within the limits of contract fund allocations. This detail of a project's cost control measures the adequacy and proper use of management's budget techniques to control personnel, materials, and money.

The budgeting techniques used to affect this control are structured around the following basic control cycle concepts:

- Established the budget based on the contract negotiated costs;
- Divide the budget into discernible element of cost; i.e., labor, burden, materials, subcontracts, and indirect costs;
- Provide reports of actual cost by discernible elements;
- Compare and evaluate actual versus budgeted costs; and
- Adjust performance to retain a balance between actual and budgeted costs.

Our Cost Accounting and Control Codes allow us the flexibility to divide costs into finite elements. This job code system enables us to provide reports detailing manpower resources (i.e. productive hours and nonproductive hours); direct costs such as subcontracts, travel, and materials; and indirect costs (i.e., G&A). This system allows for the derivation of cost reports at several levels, with varying degrees of detail.

Performance will be monitored continuously by both the Project Manager and the Division Manager. Cost elements will be plotted and trends developed as the project progresses. These actions will allow for constant analysis of expenditures and early detection of problem areas, should they develop. With this information, corrective steps may be implemented to ensure that all performance areas remain within the negotiated costs. Our other corporate support functions will provide the same level of detailed support as we've shown here, whenever it is required.

**5.0 Pricing**

LB&B Associates Inc. confirms that all labor costs, direct and indirect, have been determined and included in the proposed cost. Also included are the cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost. We propose to direct, manage and operate the transportation activities of the Alcohol Beverage Control Administration, or its successor agency (hereinafter referred to as the ABCA) at the rate of \$1.86 per standard case of alcoholic liquors delivered to private retail liquor stores for a period of one year commencing on February 1<sup>st</sup> 2009. This rate is subject to the proposed Price Adjustment Provision described below.

**5.1 Price Adjustment Provision**

We are proposing a price adjustment provision to cover the fluctuations in the price of fuel. This proposed provision will cover both increases and decreases in the price of fuel, and the case price will be adjusted accordingly.

We propose using the Department of Energy Daily Retail On-Highway Diesel Prices, specifically the pricing for the Lower Atlantic Region, which includes West Virginia. The prices are updated weekly and are available at:

[http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

We propose using the average fuel cost for the month being invoiced. We will track the weekly averages, and then average the cost for the month we are invoicing for. For example, for the month of December 2008, the average cost would be:

*Figure 5.1-1 Monthly Average Fuel Cost Table*

Date	Central Atlantic	Lower Atlantic	Midwest
12/29/2008	2.536	<b>2.355</b>	2.314
12/22/2008	2.566	<b>2.406</b>	2.359
12/15/2008	2.642	<b>2.469</b>	2.406
12/8/2008	2.742	<b>2.564</b>	2.491
12/1/2008	2.875	<b>2.655</b>	2.578
<b>Average</b>		<b>2.4898</b>	

This average cost figure would be used in our proposed cost per case adjustment table (see *figure 5.1-2 Cost Per Case Adjustment Table* below), to calculate the cost per case. Our per case rate of \$1.86 was based on a per gallon fuel cost of \$2.51. Our proposed cost adjustment table will be provided to the WV ABCA in “soft copy” so you can use it and the website provided above to anticipate any pricing adjustments. Below is an example of how we would calculate a per case price reduction (in this case) based on the average fuel price above.

*Figure 5.1-2 Cost Per Case Adjustment Table*

Cost per Gal Low	Cost per Gal High	Base Cost Per case	Adjustment per case	Adjusted Cost Per Case
\$1.00	1.090	<b>\$1.860</b>	-0.015	\$1.845
\$1.10	1.190	<b>\$1.860</b>	-0.014	\$1.846
\$1.20	1.290	<b>\$1.860</b>	-0.013	\$1.847
\$1.30	1.390	<b>\$1.860</b>	-0.012	\$1.848
\$1.40	1.490	<b>\$1.860</b>	-0.011	\$1.849
\$1.50	1.590	<b>\$1.860</b>	-0.010	\$1.850
\$1.60	1.690	<b>\$1.860</b>	-0.090	\$1.770
\$1.70	1.790	<b>\$1.860</b>	-0.080	\$1.780
\$1.80	1.890	<b>\$1.860</b>	-0.070	\$1.790
\$1.90	1.990	<b>\$1.860</b>	-0.060	\$1.800
\$2.00	2.090	<b>\$1.860</b>	-0.050	\$1.810
\$2.10	2.190	<b>\$1.860</b>	-0.040	\$1.820
\$2.20	2.290	<b>\$1.860</b>	-0.030	\$1.830
\$2.30	2.390	<b>\$1.860</b>	-0.020	\$1.840
\$2.40	2.490	<b>\$1.860</b>	-0.010	\$1.850
\$2.50	2.590	<b>\$1.860</b>	0.000	\$1.860
\$2.60	2.690	<b>\$1.860</b>	0.010	\$1.870
\$2.70	2.790	<b>\$1.860</b>	0.020	\$1.880
\$2.80	2.890	<b>\$1.860</b>	0.030	\$1.890
\$2.90	2.990	<b>\$1.860</b>	0.040	\$1.900
\$3.00	3.090	<b>\$1.860</b>	0.050	\$1.910
\$3.10	3.190	<b>\$1.860</b>	0.060	\$1.920
\$3.20	3.290	<b>\$1.860</b>	0.070	\$1.930
\$3.30	3.390	<b>\$1.860</b>	0.080	\$1.940
\$3.40	3.490	<b>\$1.860</b>	0.090	\$1.950
\$3.50	3.590	<b>\$1.860</b>	0.100	\$1.960
\$3.60	3.690	<b>\$1.860</b>	0.110	\$1.970
\$3.70	3.790	<b>\$1.860</b>	0.120	\$1.980
\$3.80	3.890	<b>\$1.860</b>	0.130	\$1.990
\$3.90	3.990	<b>\$1.860</b>	0.140	\$2.000
\$4.00	4.090	<b>\$1.860</b>	0.150	\$2.010
\$4.10	4.190	<b>\$1.860</b>	0.160	\$2.020
\$4.20	4.290	<b>\$1.860</b>	0.170	\$2.030
\$4.30	4.390	<b>\$1.860</b>	0.180	\$2.040
\$4.40	4.490	<b>\$1.860</b>	0.190	\$2.050
\$4.50	4.590	<b>\$1.860</b>	0.200	\$2.060
\$4.60	4.690	<b>\$1.860</b>	0.210	\$2.070
\$4.70	4.790	<b>\$1.860</b>	0.220	\$2.080
\$4.80	4.890	<b>\$1.860</b>	0.230	\$2.090
\$4.90	4.990	<b>\$1.860</b>	0.240	\$2.100
\$5.00	5.090	<b>\$1.860</b>	0.250	\$2.110
<b>Example:</b>	DOE - Lower Atlantic Diesel Price Index average for the month of invoice: <b>2.49</b>			
			Base Price	\$1.860
			Adjustment	-\$0.010
<b>Adjusted Price Per Case</b>				<b>\$1.850</b>

**5.2 Additional Services**

As we mentioned earlier, we have extensive experience in receiving, warehouse configuration and storage, warehouse management systems and vehicle loading. If there are any additional services the WV ABCA would like LB&B employees to perform that are not appropriate for "per-case" pricing, we will gladly perform these services at an hourly rate of \$ 41.00 per hour, per employee.



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**

DISQUALIFY

**LB & B Associates Inc.**  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

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 AND IN ANY FORMAT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>301-596-2440</b>	DATE <b>1/21/09</b>
-----------	-------------------------------	---------------------

TITLE <b>Sr. Exec. Vice President</b>	FEIN <b>56-1768228</b>	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. 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 disqualification. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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  
**2**

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

PURCHASER

REC COPY  
 LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

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
0001	1	LS		962-86	\$1.86	
<b>DISTRIBUTION AND TRANSPORTATION SERVICES</b>  <b>EXHIBIT 3</b>  <b>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.</b>  <b>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.</b>  <b>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.</b>  <b>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.</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-596-2440	DATE 1/21/09
TITLE Sr. Exec. Vice President	FEIN 56-1768228	ADDRESS CHANGES TO BE NOTED ABOVE

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





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
3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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>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>Michael Gray</i>	TELEPHONE 301-596-2440	DATE 1/21/09
TITLE Sr. Exec. Vice President	FEIN 56-1768228	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**4**

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

**RFQ COPY**

LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

VENDOR

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>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>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 AND 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.</p> <p>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.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-596-2440	DATE 1/21/09
---------------	---------------------------	-----------------

TITLE Sr. Exec. Vice President	FEIN 56-1768228	ADDRESS CHANGES TO BE NOTED ABOVE
-----------------------------------	--------------------	-----------------------------------

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



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  
**5**

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

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

**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>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 ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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 	TELEPHONE 301-596-2440	DATE 1/21/09
TITLE Sr. Exec. Vice President	FEIN 56-1768228	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
6

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

## RFQ COPY

LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

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

VENDOR

SHIP TO

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>BID OPENING DATE: 01/28/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            301-596-7879</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            Mr. Jim Ryan</p> <p>***** THIS IS THE END OF RFQ ABCA52 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>James Ryan</i>	301-596-2440	1/21/09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sr. Exec. Vice President	56-1768228	

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

**REQUEST FOR QUOTATION**  
**West Virginia Alcohol Beverage Control Administration**  
**Distribution and Transportation services**  
**Requisition Number: ABCA52**

**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     \$1.86     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 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

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](http://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: LB&B Associates Inc.

Authorized Signature:  Date: 1/21/09



BOND # CAC42006

# Merchants Bonding Company

## BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS;

That we, LB&B ASSOCIATES, INC.  
(hereinafter called the PRINCIPAL) and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California as Surety, are held and firmly bound unto

STATE OF WEST VIRGINIA  
(hereinafter called the OBLIGEE) in the full sum of FIVE THOUSAND AND NO/100\*\*\*\*\*DOLLARS (\$5,000.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of our successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the above bounden PRINCIPAL is about to hand in and submit to the OBLIGEE, a bid or proposal dated 1/28/09 for:

### DISTRIBUTION AND TRANSPORTATION

in accordance with the plans and specifications filed in the office of the OBLIGEE and under the notice inviting proposals therefor.

NOW THEREFORE, if the bid or proposal of said PRINCIPAL shall be accepted and contract for such work be awarded to the PRINCIPAL thereupon by said OBLIGEE, and said PRINCIPAL shall enter into a contract and bond for completion of said work as required by law, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have caused these presents to be signed and sealed this 6th day of January ~~xx~~ 2009.

LB&B ASSOCIATES, INC

PRINCIPAL

BY: [Signature]

MERCHANTS BONDING COMPANY (MUTUAL)

SURETY

BY: [Signature]

Donna Fiedler, Attorney-in-Fact

# Merchants Bonding Company (Mutual)

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Vernon H. Fix, Gary Warren Williams, Ernest Arutunian, Donna Fiedler

of Upland and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**SIX MILLION FIVE HUNDRED THOUSAND (\$6,500,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 8th day of January, 2008.



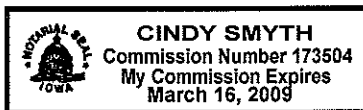
MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 8th day of January, 2008, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



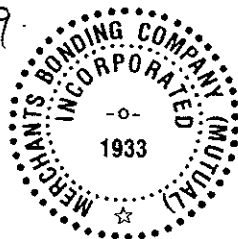
*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 6<sup>th</sup>

day of *January*, 2009.



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino }

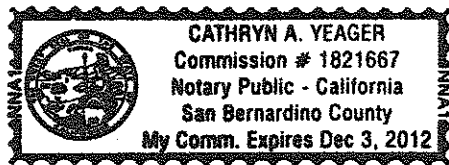
On 1-6-09 before me, Cathryn A. Yeager, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Donna Fiedler  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Cathryn A. Yeager  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

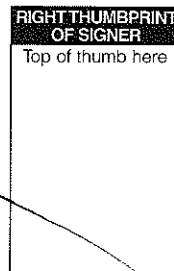
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





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

WV PURCHASING ACA SECT Fax 304-558-4115

Dec 23 2008 01:57pm P001/002

**Request for  
 Quotation**

RFQ NUMBER
ABCA52

PAGE
1

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

PROPOSER

T LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008				
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 . . . . . <input checked="" type="checkbox"/>						
NO. 2 . . . . .						
NO. 3 . . . . .						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE	FEIN	TELEPHONE	DATE

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Dec 23 2008 01:58pm P002/002

### Request for Quotation

BID NUMBER
ABCA52

PAGE
2

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

TODD V. MURPHY


LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

S H I P T O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008				

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;">             SIGNATURE            LB&amp;B Associates, Inc.            COMPANY            12/23/2008            DATE         </p>						
REV. 11/96						
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE	FEIN	TELEPHONE	DATE
ADDRESS CHANGES TO BE NOTED ABOVE			

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



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

RFQ COPY

ROBZINK

LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

SHP 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
01/13/2009				

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

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	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
 2

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

RFQ COPY

LB&B Associates Inc.  
 Attention: James Ryan  
 9891 Broken Land Parkway, Suite 400  
 Columbia, MD 21046

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
01/13/2009				

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

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.

*James Ryan*  
 SIGNATURE  
*LB&B Associates, Inc.*  
 COMPANY  
 .....1/13/2009.....  
 DATE

REV. 11/96

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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