



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
DEFK12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

*709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

SHIP TO

DIV ENGINEERING & FACILITIES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/24/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		192-46		
ICE AND SNOW REMOVAL CHEMICALS						
OPEN-END CONTRACT						
OPEN-END CONTRACT TO PROVIDE ICE MELTER AND UREA TO VARIOUS FACILITIES FOR THE DIVISION OF ENGINEERING AND FACILITIES FOR THE WV NATIONAL GUARD, PER THE ATTACHED SPECIFICATIONS.						
INQUIRIES:						
WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 11/07/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						
EXHIBIT 3						

RECEIVED

2011 NOV 17 A 10:33

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-547-0414	11/14/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0677029	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-547-0414	11/14/11
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PRESIDENT	55-0677029	

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<p>PORTATION 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

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<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

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<p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: ----- TL/32 -----</p> <p>RFQ. NO.: ----- DEFK12006 -----</p> <p>BID OPENING DATE: ----- 11/22/2011 -----</p> <p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY 304-547-0490</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-547-0414	DATE 11/14/11
TITLE PRESIDENT	FEIN 55-0677029	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: <i>F. MARK Peluchette</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>F. MARK Peluchette</i>						
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						<i>404,940</i>

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DEFK 12006

ICE MELTER AND UREA

General:

The WV Division of Engineering & Facilities and the WV Air National Guard is soliciting bids for an open-end contract to obtain the best cost to this Agency to provide Ice Melter and Urea for the purpose of keeping ice cleared off sidewalks, driveways, and flight areas in the winter months for all of our facilities across the State of West Virginia. The Division of Engineering & Facilities estimated use of Ice Melter and Urea is approximately 100 pallets per year.

Bidder shall provide a unit price per item on the attached bid form which shall be submitted with the bid. All orders from this contract shall be delivered FOB Destination. Orders less than \$ 200.00 shipping will be paid by buyer, an order over \$200.00 shipping is to paid by Vendor(s).

If an order is placed by the agency's personnel, delivery must be made within 48 hours of the time when order is placed. Agency's orders will be placed by telephone or fax. Delivery documents must be presented to agency's personnel along with MSDS sheets for the product when delivery is made, and must be signed by the agency's personnel.

Taxes:

The West Virginia Division of Engineering & Facilities as an Agency of the State of West Virginia is exempt from West Virginia Consumers Sales Tax.

Specifications:

A. Ice melter is to be environmentally safe to aquatic species, and to vegetation. Ice melter is to be safe to use on concrete, and not deteriorate the surface on newly poured concrete. Ice melter is to contain active ingredients NACL CAS # -7647-14-5, MGCL₂-6H₂O CAS # 7791-18-6, with a corrosion inhibitor, or equal product of such.

B. Urea is to contain active ingredients - Urea CAS # 57-13-6 / 96.6-97.6 %, Biuret (H₂NCONHCONH₂) CAS # 108-19-0/ 1.0-1.5 %, Water CAS # 7732-18-5/ 0.1-0.4%.

Award:

Awards will be made by low bid meeting the specifications with the most complete bid per region (see attached). Vendor(s) may be awarded more than one region.

Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.

DEFK12006 - BID FORM

Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal 50# BAG	49 BAGS PER PALLET 100 Pallets	\$ 467.95 PALLET	\$ 46,795
	SAFE STEP SELECT BLEND PRO 550 or equal 50# BAG	49 BAGS PER PALLET 100 Pallets	\$ 9.55 BAG \$ 507.15 PALLET	\$ 50,715
	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal 50# BAG	50 BAGS PER PALLET 100 Pallets	\$ 755.00 PALLET \$ 15.10 BAG	\$ 75,500
	WINTERSTORM MAG/ CHLORIDE 60580 or equal 50# BAG	50 BAGS PER PALLET 100 Pallets	\$ 755.00 PALLET \$ 15.10 BAG	\$ 75,500
	SSS ICE MELTER or equal 50# BAG	49 BAGS PER PALLET 100 Pallets	\$ 720.30 PALLET \$ 14.70 BAG	\$ 72,030
	UREA 46-0-0 CAS NUMBER 57-13-6 or equal 50# BAG	40 BAGS PER PALLET 100 Pallets	\$ 844.00 PALLET \$ 21.10 BAG	\$ 84,400
Failure to use this form may result in disqualification			GRAND TOTAL:	\$ 404,940

Bidder / Vendor Information: **LIBERTY DISTRIBUTORS, INC.**

Name:

Address: **6015 NATIONAL ROAD**

TRIAD DELPHIA, WV 26059

Phone#: **304-547-0414**

Email Address: **MARKP@libertydistributors.com**

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: LIBERTY DISTRIBUTORS, INC.

Authorized Signature: *Peggy McGill* Date: 11/14/11

State of W.V. F. MARK Peluchette

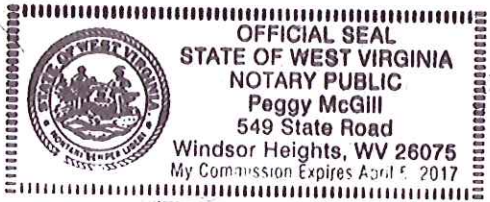
County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 14 day of November, 2011.

My Commission expires 4/5/2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *Peggy McGill*



State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: LIBERTY DISTRIBUTORS, INC. Signed: [Signature]
Date: 11-14-11 Title: PRESIDENT

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



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
DEFK12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

*709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

SHIP TO

DIV ENGINEERING & FACILITIES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO ADD THE REGIONS INADVERTENTLY OMITTED FROM THE SPECIFICATIONS.						
2. TO REMOVE THE FOLLOWING SENTENCE IN ITS ENTIRETY ON PAGE 7 OF THE SPECIFICATIONS: "THE DIVISION OF ENGINEERING & FACILITIES ESTIMATED USE OF ICE MELTER AND UREA IS APPROXIMATELY 100 PALLETS PER YEAR."						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		192-46		
ICE AND SNOW REMOVAL CHEMICALS						
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						<u>404,940</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-547-0414	11/14/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0677029	

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

REGION I

BROOKE	MONONGALIA
CALHOUN	OHIO
DODDRIDGE	PLEASANTS
GILMER	RICHIE
HANCOCK	TYLER
HARRISON	WETZEL
MARION	WIRT
MARSHALL	WOOD

REGION II

BOONE	MASON
CABELL	MINGO
JACKSON	PUTMAN
KANAWHA	ROANE
LINCOLN	WAYNE
LOGAN	

REGION III

BARBOUR	MORGAN
BERKELEY	PENDLETON
GRANT	PRESTON
HAMPSHIRE	RANDOLPH
HARDY	TAYLOR
JEFFERSON	TUCKER
LEWIS	UPSHUR
MINERAL	

REGION IV

BRAXTON	NICHOLAS
CLAY	POCAHONTAS
FAYETTE	RALEIGH
GREENBRIER	SUMMERS
MCDOWELL	WEBSTER
MERCER	WYOMING
MONROE	

REGION I

HARRISON	5 Armory Rd Clarksburg WV 26301
MARION	1516 Mary Lou Retton Dr Fairmont WV 26554
MARSHALL	1501 9 th St Moundsville WV 26041
MONONGALIA	1705 Mileground Rd Morgantown WV 26505
OHIO	538 Girty's Point Rd Wheeling WV 26003
WOOD	285 Aviation Dr Williamstown WV 26187
	1500 Blizzard Dr Parkersburg WV 26101
	387 Aviation Dr Williamstown WV 26187

REGION II

CABELL	800 Virginia Av Huntington WV 25704
JACKSON	8832 Pt Pleasant Rd Millwood WV 25262
KANAWHA	1703 Coonskin Dr Charleston WV 25311
	100 Military Dr Charleston WV 25309
	605 26 th St Dunbar WV 25064
	5 Armory Way St Albans WV 25177
	1679 Coonskin DR Charleston WV 25311
LOGAN	150 Armory Dr Monaville WV 25636
MASON	4194 Ohio River Rd Pt Pleasant WV 25550
MINGO	1603 Armory Dr Williamson WV 25661

PUTMAN	110 Army/Navy Dr Red House WV 25168
	111 Army/Navy Dr Red House WV 25168
ROANE	207 E Main St Spencer WV 25276
WAYNE	2194 Booth Dr Kenova WV 25330

REGION III

BERKELEY	2096 Kelly Island Martinsburg WV 25401
HARDY	79 Industrial Park Rd Moorefield WV 26836
LEWIS	40 Armory Rd Weston WV 26452
MINERAL	400 Kelley Dr Keyser WV 26726
RANDOLPH	142 Robert E Lee Ext Elkins WV 26241
UPSHUR	#1 Armory Rd Buckhannon WV 26201
	50 Armory Rd Buckhannon WV 26201

REGION IV

BRAXTON	62 John O Frame Dr Gassaway WV 26624
FAYETTE	409 Wood Mountain Rd Gen Jean WV 25846
GREENBRIER	P O Box 129 Maxwelton WV 24957
MCDOWELL	600 Stewart St Welch WV 24801
MERCER	2915 Old Bramwell Rd Bluefield WV 24701
NICHOLAS	3 Armory Way Summersville WV 26651

EXHIBIT 10

REQUISITION NO.: DEFK12006

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ✓

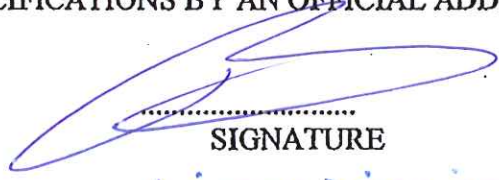
NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



SIGNATURE

LIBERTY DISTRIBUTORS, INC.
COMPANY

11-14-11
DATE

SafeStep®

PRO SERIES™ 550 SELECT BLEND ICE MELTER

A high-quality blend that works as hard as you do

Specially blended for fast and effective ice melting

While simple blends merely mix different ingredients together in a bag, Select Blend Ice Melter utilizes a unique blending process to ensure the ingredients work together for maximum melting power, even at temperatures as low as 0°F/-18°C.

Simply better than simple blends

Select Blend provides a variety of advantages over simple blends. Most simple blends charge a premium price without providing the results you need. Select Blend, on the other hand, gives you a high-quality, cost-efficient solution with a proven track record. Select Blend won't damage concrete or leave behind a slick, oily residue. Select Blend is also safer for people and pets, as it won't harm human skin or pets' paws.

You need it. You got it. Count on it.

In addition to Select Blend, we have a full line of professional ice melters which are available only in the Jan/San industry. These products are designed to meet your specific needs and price points. With our nationwide availability, we ensure that you get the product you need when you need it. For the best ice melters in the business, look to Safe Step, your ice melting authority.



Our Safe Step® 500 Series offers professional ice melters with proven performance, for dependable results. Safe Step Select Blend Pro Series™ 550 answers the need for a high-quality ice melter that is tried and true in the industry.

Package Size	Item No.	Pkg. per Pallet	Wt. per Pallet	Package Cube	Pallet Pattern	UPC Code
50# Poly Bag	56550	49	2510#	0.63	7 x 7 = 49	0-73841-56550-2
50# Box	56551	48	2460#	0.84	3 x 16 = 48	0-73841-56551-9

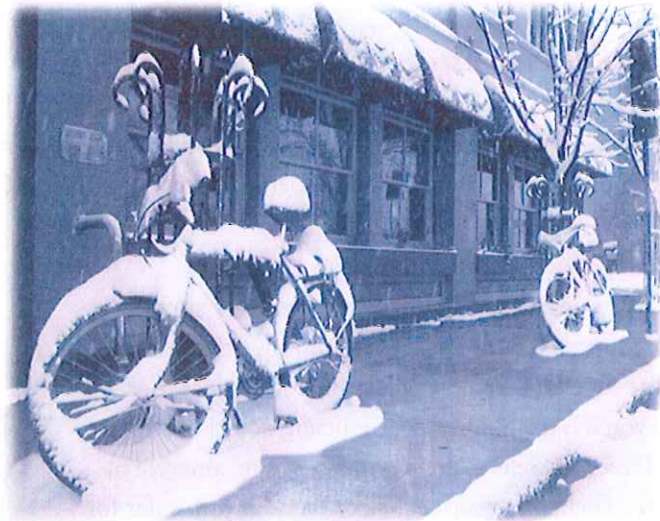
 **North American Salt Company**
A Compass Minerals Company

9900 West 109th Street • Overland Park, KS 66210
Call Toll Free: 877-462-7258 Or: 913-344-9137 • Fax Toll Free: 877-423-7258
www.nasalt.com

©2007 North American Salt Company
SSPSB550

Ice melting results and a track record to match

Our exclusive blending process maximizes the effectiveness of the ingredients to provide superior ice melting power.



SELECT BLEND ICE MELTER

KEY FEATURES

Employs an exclusive blending process (not a simple blend)

Sodium chloride based

No need for gloves or goggles

Non-hygroscopic; doesn't absorb moisture

Established, respected brand with distinctive package design, selling features and bilingual instructions

BENEFITS

- Scientifically formulated for maximum melting power
- Melts ice down to 0°F/-18°C
- Safe on air-entrained, cured concrete when used as directed
- Safe for pets when used as directed
- Safe to handle; won't harm skin
- Won't harden or clump in the bag
- Provides unlimited shelf life
- Easier and faster sell-through

SafeStep YOUR ICE MELTING AUTHORITY™



Improved environmentally friendly formula—lower melting temperature

Safer for people, pets and lawns with melting power that outperforms other ice melting blends.*



CHOICE FORMULA ICE MELTER WITH MG 104®

KEY FEATURES

Improved environmental formula

Manufactured with a patent pending process (not a simple blend)

Contains MG 104®

Easy to use—worry free

Established, respected brand with distinctive package design, graphics, selling features and bilingual instructions

BENEFITS

- Less toxicity than baking soda
- Lower chlorides, less corrosive, and less environmental impact
- Provides stable shelf life

- Puts the power of multiple ice melting ingredients on each granule for synergistic melting power
- Melts ice to -10°F/-23°C

- Helps prevent refreezing up to 2 ½ times longer than conventional ice melters
- Lowers effective freezing temperature
- Protects concrete from damage by extending the freeze / thaw cycles

- Won't harm plants, pets, shoes or carpet when used as directed
- Doesn't leave a slick, oily residue
- Safe when used as directed on air-entrained cold weather concrete that is at least one year old
- No need for gloves or goggles
- Safe to handle; won't harm skin

- Easier and faster sell through

*When used as directed.

SafeStep. YOUR ICE MELTING AUTHORITY™

SafeStep®

PRO SERIES™ 960 CHOICE FORMULA ICE MELTER WITH MG 104®

A premium blend for maximum ice melting results

Hard working, long lasting power and safety

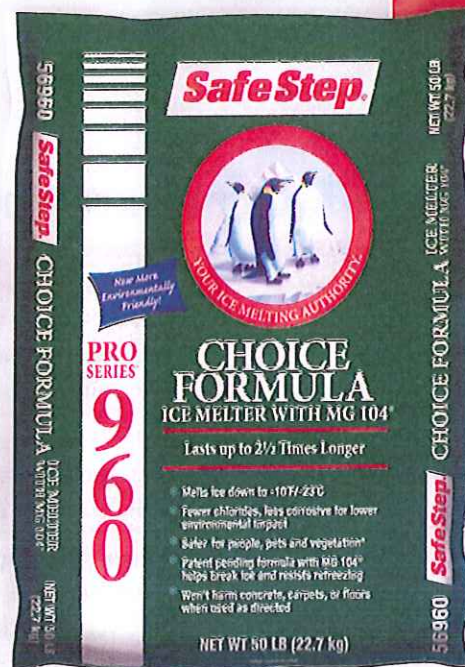
Safe Step® Pro Series™ 960 Choice Formula uses a patent pending blending process to ensure uniform distribution of optimal ingredients, allowing them to work together for maximum ice melting power. Perfectly sized granules formulated with MG 104® provide better melting and complete ice penetration, lasting 2½ times longer than conventional ice melters. Although it's tough on ice, Safe Step® Choice Formula is still safer for people, pets and vegetation.*

Nothing beats premium ingredients

Safe Step® Choice Formula is scientifically formulated with top tier ingredients that outperform simple blends. Simple blends usually contain a high percentage of rock salt simply mixed in the bag with other ingredients, while still charging a premium price. Safe Step® Choice formula contains fewer chlorides, is less corrosive, and more environmentally friendly.

You need it. You got it. Count on it.

In addition to Safe Step® Choice Formula, we have a full line of professional ice melters which are available only in the Jan/San industry. These products are designed to meet your specific needs and price points. With our nationwide availability, we ensure that you get the product you need when you need it. For the best ice melters in the business, look to Safe Step® Pro Series™ your ice melting authority.



*Our Safe Step®
900 Series features
our premium
performers.
Safe Step® CHOICE
Pro Series™ 960
answers the
professionals' need
for a powerful
product with
longer lasting
results.*

Package Size	Item No.	Pkgs./Pallet	Weight/Pallet	Package Cube	Pallet Pattern	UPC
50 lb. bag	56960	49	2515 lbs.	1.02 ft ³	7 x 7 = 49	0-73841-56960-9
50 lb. box	56961	48	2465 lbs.	.95 ft ³	16 x 3 = 48	0-73841-56961-6

 **North American Salt
Company**
A Compass Minerals Company

9900 West 109th Street • Overland Park, KS 66210
Toll Free: 877-462-7258 • Local: 913-344-9137 • Fax: 877-423-7258
www.nasalt.com

©2009 North American Salt Company
#SSPSCF960

*When used as directed.

Safe Step®

PRO SERIES™ 750 MAGNESIUM CHLORIDE ICE MELTER

Industrial-strength power meets environmental responsibility

Designed to perform better

Safe Step® Magnesium Chloride provides outstanding performance in extreme cold temperatures, melting ice down to an impressive -25°F/-32°C. Designed with a unique crystal shape, it provides the optimum combination of ice penetration and scatter control, and begins working on contact. It dissolves quickly, creating a powerful, long-lasting brine solution. For even the worst winter cold spells, count on the power of Safe Step Magnesium Chloride.

Nature's ice melter

Naturally extracted from Utah's Great Salt Lake and produced using a solar evaporation process, Safe Step Magnesium Chloride provides the ultimate in safety and environmental friendliness. Safer towards plants and animals, it won't harm human hands or pets' paws. In fact, it's even less toxic than baking soda. Among today's ice melters, Safe Step Magnesium Chloride is one of the most gentle, most environmentally responsible solutions—all without sacrificing performance.

The natural choice for the environment

Safe Step Magnesium Chloride has 1/3 less chlorides than calcium chloride ice melters, which means less chloride runoff and pollution into our streams, rivers and lakes. Fewer chlorides also helps reduce the possibility of damaging vegetation due to leaf burn or root toxicity. Plus, it's less damaging to concrete and less corrosive on metal than other ice melters.

You need it. You got it. Count on it.

In addition to Safe Step Magnesium Chloride, we have a full line of professional ice melters which are available only in the Jan/San industry. These products are designed to meet your specific needs and price points. With our nationwide availability, we ensure that you get the product you need when you need it. For the best ice melters in the business, look to Safe Step, your ice melting authority.

Our Safe Step®
700 Series gives
professionals high
performance at low
melting temperatures.
Safe Step Magnesium
Chloride Pro Series™
750 answers the need
for a powerful ice
melter that is
environmentally
safe.



Package Size	Item No.	Pkg. per Pallet	Wt. per Pallet	Package Cube	Pallet Pattern	UPC Code
50# Poly Bag	53750	50	2560#	1.60	5 x 10 = 50	0-73841-53750-9

 **North American Salt Company**
A Compass Minerals Company

9900 West 109th Street • Overland Park, KS 66210
Call Toll Free: 877-462-7258 Or: 913-344-9137 • Fax Toll Free: 877-423-7258
www.nasalt.com

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SSPMC750

Powerful even at extreme temperatures, yet gentle on the environment

An environmentally-friendly, powerful performer, that melts ice down to -25°F/-32°C—so you don't have to sacrifice performance for an ice melter that's gentle on the environment.



MAGNESIUM CHLORIDE ICE MELTER

KEY FEATURES

100% Magnesium chloride hexahydrate

Unique crystal shape

Environmentally sound

No need for gloves or goggles

Established, respected brand with distinctive package design, selling features and bilingual instructions

BENEFITS

- Melts more ice and snow at lower temperatures
- Melts ice down to -25°F/-32°C

- Optimum combination of rapid ice penetration and scatter control
- Dissolves quickly for fast melting action
- Won't roll away like pellets, or blow away like flakes

- Safer on concrete and metal than conventional ice melters when used as directed
- Safe for animals
- Safe for vegetation
- Less toxic than baking soda

- Safe to handle; won't harm skin

- Easier and faster sell-through

SafeStep.

YOUR ICE MELTING AUTHORITY™

Efficient on ice, gentle on surfaces, easy on the bottom line

High-visibility blue crystals help make application more efficient, while a corrosion inhibitor reduces potential damage to metal and concrete.



ECONO BLEND™ BLUE ICE MELTER

KEY FEATURES

Blue color crystals

Contains a corrosion inhibitor

Sodium chloride based

Contains magnesium chloride

No need for gloves or goggles

Established, respected brand with distinctive package design, selling features and bilingual instructions

BENEFITS

- Easy-to-see for an efficient application every time
- Won't stain carpets or floors
- Melts ice down to $-7^{\circ}\text{F}/-21^{\circ}\text{C}$

- Reduces potential damage to metal, concrete and the environment

- Safe on air-entrained, cured concrete when used as directed
- Safe for pets when used as directed

- Fast acting
- Enhanced melting performance

- Safe to handle, won't harm skin

- Easier and faster sell-through

SafeStep. YOUR ICE MELTING AUTHORITY™

SafeStep®

PRO SERIES™ 370 ECONO BLEND™ BLUE ICE MELTER

Easy-to-see. Economical. Efficient.

Blended with magnesium chloride for fast and effective ice melting

Econo Blend™ Blue Ice Melter brings together sodium chloride and magnesium chloride to deliver the melting power you need, even at temperatures as low as -7°F/-21°C. Its blue crystals help you avoid under- or over-applying, for a more efficient application that saves you time and money.

Helping you avoid the undesirable side effects of rock salt

Econo Blend Blue provides a variety of advantages over basic rock salt.

Econo Blend Blue melts to lower temperatures, and is less harmful to grass and vegetation. In fact, it is 67% less corrosive on metal than rock salt.

You need it. You got it. Count on it.

In addition to Econo Blend Blue, we have a full line of professional ice melters which are available only in the Jan/San industry. These products are designed to meet your specific needs and price points. With our nationwide availability, we ensure that you get the product you need when you need it. For the best ice melters in the business, look to Safe Step, your ice melting authority.



**DISTRIBUTED BY:
LIBERTY
DISTRIBUTORS**

PAPER ITEMS, PACKAGING, SHIPPING MATERIALS &
JANITORIAL SUPPLIES

PO Box 498, Rt. 40 East
Triadelphia, WV 26059
304-547-0414
Fax 304-547-0490
800-828-9920



*Our Safe Step®
300 Series offers
professionals
budget-smart ice
melters, ideal for
larger coverage area
projects. Safe Step
Econo Blend™ Blue
Pro Series™ 370
answers the
need for an
affordable ice
melter with
high-visibility
efficiency.*

Package Size	Item No.	Pkg. per Pallet	Wt. per Pallet	Package Cube	Pallet Pattern	UPC Code
50# Poly Bag	56370	49	2510#	0.63	7 x 7 = 49	0-73841-56370-6

**North American Salt
Company**
A Compass Minerals Company

9900 West 109th Street • Overland Park, KS 66210
Call Toll Free: 877-462-7258 Or: 913-344-9137 • Fax Toll Free: 877-423-7258
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SSPEBB370



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
DEFK12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

*709055310 304-547-0414

LIBERTY DISTRIBUTORS INC
 PO BOX 498

TRIADELPHIA WV 26059

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/21/2011				

BID OPENING DATE: 12/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. TO MOVE THE BID OPENING FROM 11/22/2011 TO 12/06/2011.		
				2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		
0001	1	LS		192-46		
				ICE AND SNOW REMOVAL CHEMICALS		
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						

RECEIVED
 2011 NOV 28 AM 11:00
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-547-0414	11/23/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0677029	

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

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2 ✓

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



.....
SIGNATURE

LIBERTY DISTRIBUTORS, INC.

.....
COMPANY

11-23-11

.....
DATE



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

Request for Quotation

REQ NUMBER
 DEFK12006

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

*709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

DIV ENGINEERING & FACILITIES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/05/2011				

BID OPENING DATE: 12/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING FROM 12/6/2011 TO 12/20/2011.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
001	1	LS		192-46		
ICE AND SNOW REMOVAL CHEMICALS						
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						

Date	12/5/11	# of pages	3
From	T. Lyle	Co.	
To		Phone #	
Post-it® Fax Note	7671	Fax #	304-547-0414

RECEIVED
 2011 DEC -9 AM 11:14
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-547-0414	12/6/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0677029	

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Rev. 11/09/11

EXHIBIT 10

REQUISITION NO.: *DEFK 12006*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

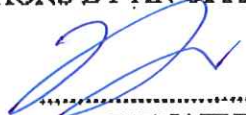
NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



.....
SIGNATURE

LIBERTY DISTRIBUTORS, INC.
.....
COMPANY

12/6/11
.....
DATE

REV. 11/96



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
DEFK12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

*709055310 304-547-0414

LIBERTY DISTRIBUTORS INC
 PO BOX 498

TRIADELPHIA WV 26059

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED 12/19/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. QUESTIONS AND ANSWERS ATTACHED. 2. CLARIFICATIONS ATTACHED. 3. REVISED BID FORMS ATTACHED. 4. TO MOVE THE BID OPENING DATE FROM 12/20/2011 TO 12/29/2011. 5. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 4						
0001	1	LS		192-46		
ICE AND SNOW REMOVAL CHEMICALS						
<i>Same Bid as originally submitted serving all 4 (four) Regions</i>						
***** THIS IS THE END OF RFQ DEFK12006 ***** TOTAL:						

DEN
 12/22/11
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-547-0414	DATE 12/22/11
TITLE PRESIDENT	FEIN 55-0677029	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO. *DEFK 12006*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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.

Stephen Shellcross
.....
SIGNATURE

Liberty Distributors, Inc.
.....
COMPANY

12/22/11
.....
DATE

DEFK12006 - ADDENDUM NO. 4

QUESTIONS:

Q1: Could you please tell me if this is an "all or none" award or line by line?

A1: The contract will be awarded by region as stated on the bid form and in this addendum.

Q2: Also, is the 48 hour delivery a firm delivery time?

A2: Yes, we request delivery 48 hours after the order has been placed.

CLARIFICATIONS:

1. Revised bid forms attached.
2. The bid opening date has moved from 12/20/2011 to 12/29/2011.
3. This contract will be divided into four (4) geographical regions that are defined on Addendum No. 1 dated 10/27/2011 and the attached revised bid forms.
4. The award will be made to the vendor with the low bid meeting all of the specifications with the most complete bid per REGION. Vendor(s) may be awarded more than one region.
5. Delivery costs should be included in the bid.
6. **Please note:** By bidding on an entire region (as noted on Addendum No. 1 and the revised bid forms), the vendor acknowledges that the commodity will be supplied and delivered to all of the counties and facilities listed in the geographical regions.
7. If vendor is quoting an equal product, product literature or information should be included with the bid. If agency requests product information it must be received the apparent successful vendor prior to award.

DEFK12006 - BID FORM (revised 12/19/11) - Region 1
REGION 1 - Brooke, Calhoun, Doddridge, Gilmer, Hancock, Harrison, Marion, Marshall, Monongalia, Ohio, Pleasants, Ritchie, Tyler, Wetzel, Wirt, Wood

Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
			GRAND TOTAL:	\$
	Failure to use this form may result in disqualification			
	Bidder / Vendor Information:			
	Name:			
	Address:			
	Phone# :			
	Email Address:			
	Authorized Signature:			

DEFK12006 - BID FORM (revised 12/19/11) - Region 2

REGION 2 - Boone, Cabell, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Putnam, Roane, Wayne

Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8900 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
			GRAND TOTAL:	\$

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name:

Address:

Phone# :

Email Address:

Authorized Signature:

DEFK12006 - BID FORM (revised 12/19/11) - Region 3

REGION 3 - Barbour, Berkeley, Grant, Hampshire, Hardy, Jefferson, Lewis, Mineral, Morgan, Pendleton, Preston, Randolph, Taylor, Tucker, Upshur

Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
			GRAND TOTAL:	\$

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name:

Address:

Phone#:

Email Address:

Authorized Signature:

DEFK12006 - BID FORM (revised 12/19/11) - Region 4

REGION 4 - Braxton, Clay, Fayette, Greenbrier, McDowell, Mercer, Monroe, Nicholas, Pocahontas, Raleigh, Summers, Webster, Wyoming

Item #	Description	Yearly Estimates Quantity	Unit Price	Extended Amount
1	SAFE STEP PRO SERIES 370 ECONO BLEND BLUE or equal	100 Pallets	\$	\$
2	SAFE STEP SELECT BLEND PRO 550 or equal	100 Pallets	\$	\$
3	SAFE STEP EXTREME 8300 MAG/ CHLORIDE or equal	100 Pallets	\$	\$
4	WINTERSTORM MAG/ CHLORIDE 60580 or equal	100 Pallets	\$	\$
5	SSS ICE MELTER or equal	100 Pallets	\$	\$
6	UREA 46-0-0 CAS NUMBER 57-13-6 or equal	100 Pallets	\$	\$
	Failure to use this form may result in disqualification		GRAND TOTAL:	\$

Bidder / Vendor Information:

Name: _____

Address: _____

Phone#: _____

Email Address: _____

Authorized Signature: _____