



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 |
| ABCA58     |

|      |
|------|
| PAGE |
| 1    |

|   |
|---|
| 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 |
|--------------|---------------|----------|--------|---------------|
| 01/18/2012   |               |          |        |               |

BID OPENING DATE: 02/01/2012 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 SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 01/05/2012 AND TO MODIFY SPECIFICATIONS. |          |     |          |                           |            |        |
| THE BID OPENING DATE IS EXTENDED:  |          |     |          |                           |            |        |
| FROM: 01/19/2012   |          |     |          |                           |            |        |
| TO : 02/01/2012  |          |     |          |                           |            |        |
| ----- END OF ADDENDUM NO. 2 -----  |          |     |          |                           |            |        |
| 0001   |          | EA  | 962-24   | COURIER/DELIVERY SERVICES |            |        |

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'

## 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](http://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).

**Requisition Number: ABCA58  
Distribution and Transportation Services  
Addendum No. 2**

**CONTRACT TO BE EFFECTIVE MARCH 01, 2012**

**MODIFY (4) ON PAGE ELEVEN OF THE RFQ TO READ AS FOLLOWS:**

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

**Question one:**

One more question on the Vendor Preference Certificate. If a vendor meets the requirements of all 6-sections, what is the maximum vendor preference percentage that a vendor could be given?

**Response:**

The maximum vendor preference percentage that would be given would be 5%.

**Question two:**

Will there be provisions for cost adjustments to account for the changes in fuel costs?

**Response:** No

**Requisition Number: ABCA58**  
**Distribution and Transportation Services**  
**Addendum No. 2 continued**

**Question three:**

Would it be possible to find out which routes are being supported by the straight trucks, and what the average volume (case count) for the individual routes?

**Response:**

There are two routes that use a straight truck on a weekly basis. Tuesday—193 cases  
Thursday—225 cases

Tuesday

Store

631 Davis

645 Thomas

443 Parsons

444 Buckhannon

Wednesday

Store

644 Bradshaw

636 Beaver

561 Beaver

493 Beckley

**Question four:**

We've got the answer on the union, but would appreciate a copy of the associated Collective Bargaining Agreement (CBA), if that's possible.

**Response:**

We don't have one on file.