



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

# Solicitation

NUMBER
ABCA118

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 900 PENNSYLVANIA AVE  
 4TH FLOOR  
 CHARLESTON, WV  
 25302 304-558-2487

DATE PRINTED
06/04/2014

BID OPENING DATE: 07/15/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE AGENCY, THE WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) TO ESTABLISH AN OPEN-END CONTRACT WITH A QUALIFIED VENDOR TO PROVIDE DISTRIBUTION AND TRANSPORTATION SERVICES FOR LIQUOR BEVERAGES FROM WVABCA WAREHOUSE LOCATED AT 97 INDEPENDENT AVENUE, NITRO, WV 25143 PER THE SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	1	LS		962-24		
				DISTRIBUTION AND TRANSPORTATION SERVICES		
***** THIS IS THE END OF RFQ ABCA118 ***** TOTAL: _____						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: June 18, 2104 - end of business

Submit Questions to: Evelyn Melton

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

*(Vendors should not use this fax number for bid submission)*

Email: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: \_\_\_\_\_  
 BUYER: EVELYN MELTON  
 SOLICITATION NO.: ABCA116  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 15, 2014 - Tuesday @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award  
and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \$100,000.00. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:**

See below  or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

Gen. Liability - \$ 1,000,000.00 – per occurrence ( \$ 5, 000,000.00 for

two or more persons)

Cargo Insurance \$95,000.00 for each truck

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for
- This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.



The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or



maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.



All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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**SPECIFICATIONS**

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Alcohol Beverage Control Administration (WVABCA) to establish a contract for a Vendor to provide distribution and transportation services for liquor from the WVABCA Warehouse located at 97 Independent Ave., Nitro WV 25143 as specified in the Scope of Work.

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

**Scope of Work:**

At the direction of WVABCA, to manage and operate the distribution and transportation activities of the WVABCA, or its successor agency, at a delivery rate set per standard case of alcoholic liquors delivered to licensed retail outlets for a period of one year commencing upon award of this contract. For the same one year period of time, to deliver small quantities on short notice from the WVABCA warehouse to any licensed retail outlet, when such deliveries are caused by unforeseen issues with retail outlet level inventories – the validity of such problems to be determined by the WVABCA at the delivery rate set per standard case. For the same one year period of time, to provide a separate set hourly rate for transportation services of supplies and equipment for the WVABCA.

The Vendor agrees to distribute and transport alcoholic liquors, supplies and equipment in accordance with the terms and conditions of the contract, from the WVABCA Warehouse in Nitro, WV to licensed retail outlets.

[See Attachment 2 – Sets forth delivery schedule as required by the WVABCA from the warehouse to the designated licensed retail outlets and other pertinent data.]

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



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Additional attachments for the Vendor to evaluate and submit Pricing Pages to provide the delivery rate set per standard case of alcoholic liquors delivered to licensed retail outlets and providing a set hourly rate for transportation of supplies and equipment for the WVABCA.

- (1) List of current active franchise store listing
- (2) Current weekly schedule of deliveries
- (3) Total monthly cases delivered for fiscal year 2010, 2011, 2012 and 2013
- (4) Estimated list of equipment used for distribution and transportation of spirits from WVABCA Warehouse to licensed retail outlet.
- (5) Sample Cost Sheet (bid form)
- (6) You may wish to review 175 CSR 1, 175 CSR 5 and 175 CSR 6, available at <http://apps.sos.wv.gov/adlaw/csr/>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

**2.1 “Contract Services”** means the services under Section 4.

**2.2 “Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as ATTACHMENT 5.

**2.3 “RFQ”** means the official request for quotation published by the Purchasing Division and identified as ABCA118.

- 3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

**3.1.** Vendor shall meet the qualifications and requirements and provide the Agency with the Contract Services listed below on an open-end and continuing basis, as described in Section 4.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. The Vendor shall:

**4.1.1** Transport at such times and in such quantities as required, any and all alcoholic liquors, supplies and equipment for the WVABCA to and from and within all counties and cities in the State of West Virginia, which have been established, or which may be hereafter established as

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licensed retail outlets as provided in Chapter 60 of the West Virginia Code of 1931, as amended, at a delivery rate set per standard case for all alcoholic liquors and at a set hourly rate for transportation services of supplies and equipment for the WVABCA.

- 4.1.2** Transport, without charge, from said licensed retail outlets to the warehouse or other place or places in the Charleston, West Virginia area, as designated, when trucks, tractors and trailers are returning from such points, alcoholic liquors, confiscated parts of stills such as copper coils and copper boilers; and all empty cases and fiber containers of alcoholic liquors, said empty fiber cases or containers to be bundled by the personnel of the WVABCA or licensed retail outlet, as appropriate.
- 4.1.3** Properly execute all orders for transportation as contemplated by this agreement, issued by the WVABCA. A schedule of times of regular deliveries to and from each licensed retail outlet shall be furnished to the Vendor from time to time by the WVABCA, and the WVABCA hereby reserves the right to change said schedule without notice to the Vendor. The WVABCA will set all preferred delivery routes, schedules and times for the Vendor. All extra and special shipments shall be delivered promptly (within the same day unless otherwise communicated). The loading and dispatching of all trucks or vehicles operating under this contract shall be under the direction of the WVABCA as to time and method of loading and unloading.
- 4.1.4** Furnish all necessary labor and equipment incidental to the loading and unloading and to perform all such loading and unloading of the Vendor's trucks and other vehicles at the WVABCA warehouse. The WVABCA will pick, palletize and shrink-wrap all orders of alcoholic liquors. The Vendor shall train and certify its employees or independent Vendors on its equipment incidental to the loading and unloading of its trucks and other vehicles at the WVABCA warehouse prior to performing such tasks and provide the certifications to the WVABCA warehouse manager. The Vendor 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

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for loading onto the Vendor's trucks and other vehicles. The WVABCA warehouse manager or his or her designee may determine at certain times to assist the Vendor in loading and unloading of the Vendor's trucks and other vehicles at the WVABCA warehouse. The Vendor shall perform all unloading of its trucks and other vehicles at licensed retail accounts and shall place such shipments inside the building of the respective consignees (Retail Accounts). The Vendor shall place the shipments in such location or locations as may be designated by the retail account, from time to time, for the receipt of such alcoholic liquor shipments or for parts of stills, empty or partial cases, supplies and equipment. The hours of operation dedicated to the loading and unloading of all the Vendor's trucks and other vehicles at the WVABCA warehouse will be specified by the WVABCA. The Vendor 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.

- 4.1.5** Make available for the exclusive use for the purpose of this contract, and during the life of this contract, adequate number of qualified and trained drivers of tractors, trailers, trucks, rollers, and dollies, said tractor trailers, and trucks, to be in first class condition and which shall be maintained in such condition at all times. Rollers and dollies shall be of sufficient quality and quantity to meet the varied and specific needs of each individual licensed retail outlet. (See Attachment 4 for estimates)
- 4.1.6** Require, during the life of this contract, that each tractor, trailer and truck used in fulfilling this contract shall have the following; a valid license, a Public Service Commission stamp, a WVABCA liquor transportation permit, a fuel stamp and an identification number. Each tractor, trailer and truck used for this contract must be equipped with a telecommunication device (cell phone). The Vendor may have additional equipment to electronically (GPS) track each of its vehicles.
- 4.1.7** Upon award, provide a complete list of all tractors, trailers and trucks used in fulfilling this contract, which list shall include the make,

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model, year, identification number and license number of said tractors, trailers and trucks.

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

That for the purpose of this contract, alcoholic liquors, parts of stills, empty cases, supplies and equipment shall be deemed to be in transit from the time they are set apart at the point of origin of the shipment, and custody thereof for loading and transportation is taken by the Vendor, 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.

- 4.1.9** Upon award of this contract, purchase and maintain, at its expense, cargo insurance from a reputable insurance company or companies licensed to do business in the State of West Virginia, in the amount of not less than Ninety-Five Thousand Dollars (\$95,000.00) for each truck or conveyance transporting at one time seven hundred fifty cases or more of alcoholic liquors, such amount being authorized to be reduced by seventy dollars (\$70.00) per case for each case less than seven hundred fifty which is being transported; to keep on file with the WVABCA, at all times, a copy of the current, paid premium receipt on said insurance; and to assure WVABCA is notified of any change, including cancellation of said insurance.

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

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- 4.1.10** Use labor approved by the WVABCA, and to certify to the WVABCA a list of all drivers of tractors and trucks and employees employed by the Vendor in and about the performance of this contract, and to furnish with said certified list four photographs of each driver or employee, three of which shall be filed with the WVABCA, with two of the three photographs to be retained in a conspicuous place in the WVABCA Warehouse. All identification cards shall be issued by the Vendor and after being signed by the manager or other proper official employed by the Vendor shall be submitted for approval to the WVABCA. Each driver and employee of said Vendor 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 Vendor shall recover the card and photograph and return the same to the WVABCA.
- 4.1.11** Abide by such WVABCA rules, regulations policies and procedures regarding the handling of shipments and the keeping and furnishing of records concerning the same, as the WVABCA may from time to time adopt. The Vendor shall have a superintendent or person in authority at the WVABCA Warehouse at all times when shipments are being made, and during all normal WVABCA operating hours. The superintendent or person in authority shall be subject to the approval of the WVABCA and may require a background check.
- 4.1.12** Render to the WVABCA a monthly statement not later than the tenth of each month, showing the amount due the Vendor for services rendered under this contract during the immediately preceding calendar month.
- 4.1.13** Comply with the laws of the State of West Virginia and with all rules and regulations of the West Virginia Department of Motor Vehicles and the West Virginia Public Service Commission in the operation and use of trucks or other vehicles under this contract.
- 4.1.14** Make available to fulfill this Contract quantities and quality of equipment and qualified trained personnel, available upon immediate notice, to meet a peak daily load or delivery requirement of fifteen

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thousand (15,000) cases. It is recognized that the “normal” load or delivery requirement is a much lower figure than this fifteen thousand (15,000) case requirement, but that because of seasonal or other factors, a shipment or loading of this volume or higher may at times be required. (See Attachment 4 for estimated equipment).

- 4.1.15** Maintain, at the expense of the Vendor, a central depot or staging area in the Charleston, West Virginia vicinity, for adequate fleet of tractors, trailers and other rolling stock and equipment to insure the immediate availability of such equipment to meet the WVABCA transportation demands under this contract.
- 4.1.16** Provide each delivery person a complete list of the licensed retail outlet accounts being delivered that day; the delivery route, time and place, including licensed retail outlet phone numbers and a contact person. Such list must be placed in each delivery truck or tractor trailer being used for that day’s routes delivery.
- 4.1.17** Provide each delivery person a telecommunication device (cell phone) capable of contacting each licensed retail outlet regarding the daily schedule and also the Vendor’s superintendent at the WVABCA Warehouse.
- 4.1.18** In the event of a disruption in the daily delivery schedule, require each delivery person to contact each licensed retail outlet not yet serviced to inform them of any delay. Additionally, they shall advise the licensed retail outlet the approximate time of their delivery. Each delivery person will contact his superintendent who will then contact the manager of the WVABCA Warehouse. This must be done on each and every instance that such a disruption occurs.
- 4.1.19** At all times, 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 locations of every licensed retail outlet account serviced by the WVABCA. Additionally, the Vendors must provide written directions to each delivery driver for each and every licensed



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retail outlet. Such written directions must be kept with the driver during all deliveries.

**4.1.20** Not be permitted, nor its delivery person, to transport any other vendors' goods, products or equipment to or returning from any licensed retail outlet or other such location without the prior approval of the WVABCA. The Vendor further agrees that on any such occasion where prior approval is granted, they will adequately compensate the WVABCA by granting a reduction in the mileage rate and/or cents per standard case rate.

**4.1.21** Provide the WVABCA with 90 days advance written notice prior to the expiration of this Contract regarding whether or not it desires to extend this Contract.

**4.2 Additional Contract Services, Requirements and Deliverables:** The WVABCA will assist in the Contract Services as noted below. The WVABCA shall:

**4.2.1** Use the Vendor for the purpose of transporting all shipments of alcoholic liquors, supplies, and equipment to and from and within Charleston, West Virginia area, to and from and between points within all counties and cities in the State of West Virginia which have been established therein, or which may be hereafter established as licensed retail outlets. Note, that in unique situations, as determined by the Commissioner, certain small quantities, or quantities may be transferred by an authorized representative of WVABCA, in order to take care of special requests/orders or to address a lack of demand in some brand or brands, and also emergency transfers occasioned by the closing of a licensed retail outlet. No charge shall be made by the Vendor for the return to the warehouse from the licensed retail outlets.

**4.2.2** 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 Vendor without charge to the WVABCA Warehouse when trucks or other vehicles are returning from the delivering of alcoholic liquors, supplies and equipment to licensed retail outlets.



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- 4.2.3 Furnish in writing, to the Vendor, the rules and regulations as to the keeping of records and the manner of handling shipments, which rules and regulations may be altered or amended, from time to time, by the WVABCA as it shall deem proper.
- 4.2.4 Require that the term “case” or “standard case” referred to in this contract shall mean a container of alcoholic liquors containing one size and one type of alcoholic liquor in quantities to be determined by WVABCA and each with a unique WVABCA code.
- 4.2.5 Provide, at the WVABCA’s expense and determination, limited office space and all appropriate and reasonable utility services for the Vendor at the WVABCA Warehouse.
- 4.2.6 Require that the term “licensed retail outlet” as used in this contract shall have the same meaning as “retail outlet” as defined in 175 CSR 1 §2.38. and 175 CSR 5 §2.35.
- 4.2.7 Assume no liability or responsibility for any damages to persons or property that may result from the handling or transportation of alcoholic liquors or other tangible personal property under this contract, and that the foregoing requirements as to insurance shall not be construed as an admission of liability or responsibility on the part of WVABCA for damages for an injury whatsoever to persons or property.
- 4.2.8 Assign its own personnel to the warehouse to carry out duties as assigned by the WVABCA such as completing purchase orders, billings and similar activities. Equipment to be utilized by such personnel, as well as employment costs associated by such personnel, will be the responsibility of the WVABCA.

## 5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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**5.2 Pricing Page:** Vendor should complete the Pricing Page by as noted in the *SAMPLE* provided herein. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5.3 Bid Process:** No Vendor, directly or indirectly, through or by its directors, officers, principal stockholders, partners, employees, agents or otherwise, shall have any interests in any distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, malt liquor, wine, spirits or other liquor. Conversely, no distillery, rectifier, importer, broker, wine maker, brewer, wholesale distributor or retailer of beer, malt liquor, wine, spirits or other liquor shall have directly or indirectly, any interest in the business of any person, corporation, partnership or other legal entity submitting bids.

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

Each bidder **shall** submit a Pricing Page (see attached form) containing:

- (a) a bid for providing distribution and transportation services for alcoholic liquors at a delivery rate set per standard case (bids with a sliding scale of rates or index of rates will be disqualified); and
- (b) a set hourly rate for transportation of supplies and equipment for the WVABCA.

**5.4 SAMPLE PRICING PAGE:**

The State shall award this contract according to the following information in the Pricing Page. Failure to follow and meet bid responsibilities and requirements and any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not

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charge for the listed services. The amount of cases and amounts of hours are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

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

Following is a *SAMPLE* of a bidder's Pricing Pages:

	Estimated Quantity	Vendor Rate	Extended Rate
Delivery rate per standard case (bids with a sliding scale of rates or index of rates will be disqualified)	690,000 cases	<b><u>\$ 1.50 per case</u></b>	\$1,035,000.00
Hourly Rate for transporting supplies & equipment	40 hour	<b><u>\$45.00 per hour</u></b>	\$ 1,800.00
Total Cost	<i>SAMPLE</i>		<b><u>\$1,036,800.00</u></b>

6. **PAYMENT:** Agency shall pay monthly as invoiced by the Vendor as stated in this contract, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

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- 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**9. VENDOR DEFAULT:**

- 9.1. The following shall be considered a Vendor default under this Contract.
  - 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 9.1.2. Failure to comply with other specifications, deliverables and requirements contained herein.
  - 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4. Failure to remedy deficient performance upon request.
  - 9.1.5. Failure, neglect or refusal to furnish distribution or transportation services in such manner as provided in this contract so as to insure full compliance therewith, or if the Vendor fails, neglects or refuses to furnish distribution or transportation service that is satisfactory, or to comply with any of the requirements, contract services, deliverables, or terms and conditions of this contract.
- 9.2. The following remedies shall be available to Agency upon default.
  - 9.2.1. Cancellation of the Contract.
  - 9.2.2. Cancellation of one or more release orders issued under this Contract.
  - 9.2.3. The Director of Purchasing for the State of West Virginia, at the written request of the WVABCA, may employ other persons necessary to supply the deficiency in distribution or transportation service caused by such failure; or the Director of Purchasing for the State of West Virginia, upon written request of the WVABCA, may cancel this contract after giving thirty (30) days written notice to the

REQUEST FOR QUOTATION  
 ABCA118 - Qualified Vendor to provide distribution and transportation services

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Vendor, and in its discretion, the WVABCA may purchase said distribution in the open market, or upon competitive bidding, the Vendor 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 Vendor agreed to furnish the same under this contract. In the determination of the question whether there has been such non-compliance by the Vendor with the contract as to warrant either actions above stated, the decision of the WVABCA shall be final.

9.2.4. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

# ATTACHMENT 1

## Franchise Store List

Store #:	A0-40-074-401	County:	40-Putnam
Store Name	SHORT STOP MARKETS	Order Day:	03-Wednesday
Address:	MIDLAND TRAIL PLAZA	CAB Lic #:	40-B-121-000001
City:	HURRICANE	Status:	Active 2/5/2007
Phone:	(304) 562-5912	Comment:	
Store #:	A0-03-005-403	County:	03-Boone
Store Name	RITE AID #1289	Order Day:	03-Wednesday
Address:	406 SMOOTE AVE	CAB Lic #:	03-B-211-007349
City:	DANVILLE	Status:	Active 7/1/2010
Phone:	(304) 369-9880	Comment:	
Store #:	B0-03-006-405	County:	03-Boone
Store Name	RITE AID #953	Order Day:	05-Friday
Address:	RT 3 BOX 67	CAB Lic #:	03-B-211-007350
City:	WHITESVILLE	Status:	Active 7/1/2010
Phone:	(304) 854-2373	Comment:	
Store #:	A0-05-008-406	County:	05-Brooke
Store Name	RITE AID #1949	Order Day:	05-Friday
Address:	BROOKS PLAZA	CAB Lic #:	05-B-211-007372
City:	FOLLANSBEE	Status:	Active 7/1/2010
Phone:	(304) 527-4082	Comment:	
Store #:	A0-05-008-407	County:	05-Brooke
Store Name	RITE AID #3388	Order Day:	05-Friday
Address:	126 12TH ST.	CAB Lic #:	05-B-211-007374
City:	WELLSBURG	Status:	Active 7/1/2010
Phone:	(304) 737-0230	Comment:	
Store #:	B0-08-013-408	County:	08-Clay
Store Name	RITE AID #1277	Order Day:	03-Wednesday
Address:	173 MAIN ST.	CAB Lic #:	08-B-211-007348
City:	CLAY	Status:	Active 7/1/2010
Phone:	(304) 587-9913	Comment:	
Store #:	A0-10-015-409	County:	10-Fayette
Store Name	RITE AID #2736	Order Day:	04-Thursday
Address:	RT 60	CAB Lic #:	10-B-211-007359
City:	SMITHERS	Status:	Active 7/1/2010
Phone:	(304) 442-7500	Comment:	



## Franchise Store List

Store #:	B0-13-021-411	County:	13-Greenbrier
Store Name	RITE AID #121	Order Day:	02-Tuesday
Address:	200 KANAWHA AVE	CAB Lic #:	13-B-211-007399
City:	RAINELLE	Status:	Active 7/1/2010
Phone:	(304) 438-9204	Comment:	
Store #:	A0-17-028-413	County:	17-Harrison
Store Name	RITE AID #915	Order Day:	01-Monday
Address:	ROSEBUD PLZ. RT 19 S	CAB Lic #:	17-B-211-007392
City:	CLARKSBURG	Status:	Active 7/1/2010
Phone:	(304) 622-6801	Comment:	
Store #:	A0-17-028-414	County:	17-Harrison
Store Name	RITE AID #1914	Order Day:	01-Monday
Address:	401 BUCKHANNON PIKE	CAB Lic #:	17-B-211-007369
City:	NUTTER FORT	Status:	Active 7/1/2010
Phone:	(304) 622-5928	Comment:	
Store #:	B0-18-032-415	County:	18-Jackson
Store Name	RITE AID #959	Order Day:	03-Wednesday
Address:	635 MAIN ST.	CAB Lic #:	18-B-211-007347
City:	RIPLEY	Status:	Active 7/1/2010
Phone:	(304) 372-7448	Comment:	
Store #:	B0-18-033-416	County:	18-Jackson
Store Name	RITE AID #280	Order Day:	05-Friday
Address:	406 WASHINGTON ST.	CAB Lic #:	18-B-211-007398
City:	RAVENSWOOD	Status:	Active 7/1/2010
Phone:	(304) 273-4515	Comment:	
Store #:	A0-20-036-417	County:	20-Kanawha
Store Name	RITE AID #948	Order Day:	04-Thursday
Address:	1719 WEST WASH. ST.	CAB Lic #:	20-B-211-007351
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 342-0983	Comment:	
Store #:	A0-20-036-418	County:	20-Kanawha
Store Name	RITE AID #944	Order Day:	05-Friday
Address:	1015 BRIDGE ROAD	CAB Lic #:	20-B-211-007355
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 344-4969	Comment:	

## Franchise Store List

Store #:	A0-20-036-419	County:	20-Kanawha
Store Name:	RITE AID #935	Order Day:	04-Thursday
Address:	406 WEST WASHINGTON	CAB Lic #:	20-B-211-007357
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 342-0148	Comment:	
Store #:	A0-20-036-420	County:	20-Kanawha
Store Name:	RITE AID #1562	Order Day:	04-Thursday
Address:	1301 E WASHINGTON ST	CAB Lic #:	20-B-211-007384
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 342-9247	Comment:	
Store #:	A0-20-036-421	County:	20-Kanawha
Store Name:	RITE AID #934	Order Day:	04-Thursday
Address:	3801 MACCORKLE SE	CAB Lic #:	20-B-211-007358
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 925-1796	Comment:	
Store #:	A0-20-037-422	County:	20-Kanawha
Store Name:	RITE AID #937	Order Day:	05-Friday
Address:	1101 MYERS AVENUE	CAB Lic #:	20-B-211-007356
City:	DUNBAR	Status:	Active 7/1/2010
Phone:	(304) 768-3003	Comment:	
Store #:	A0-20-037-423	County:	20-Kanawha
Store Name:	RITE AID #947	Order Day:	04-Thursday
Address:	333 MACCORKLE AVE	CAB Lic #:	20-B-211-007353
City:	SOUTH CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 744-8362	Comment:	
Store #:	A0-20-037-424	County:	20-Kanawha
Store Name:	RITE AID #946	Order Day:	04-Thursday
Address:	305 SIXTH AVE.	CAB Lic #:	20-B-211-007354
City:	ST. ALBANS	Status:	Active 7/1/2010
Phone:	(304) 722-1938	Comment:	
Store #:	A0-20-037-425	County:	20-Kanawha
Store Name:	RITE AID #3702	Order Day:	04-Thursday
Address:	932 CROSS LANES DR.	CAB Lic #:	20-B-211-007375
City:	CROSS LANES	Status:	Active 7/1/2010
Phone:	(304) 776-3276	Comment:	

# Franchise Store List

Store #:	B0-20-038-426	County:	20-Kanawha
Store Name	RITE AID #2571	Order Day:	04-Thursday
Address:	4402 PENN AVE	CAB Lic #:	20-B-211-007361
City:	BIG CHIMNEY	Status:	Active 7/1/2010
Phone:	(304) 965-7301	Comment:	
Store #:	B0-23-041-427	County:	23-Logan
Store Name	RITE AID #2460	Order Day:	03-Wednesday
Address:	ROUTE # 10	CAB Lic #:	23-B-211-007362
City:	CHAPMANVILLE	Status:	Active 7/1/2010
Phone:	(304) 855-1087	Comment:	
Store #:	B0-24-045-428	County:	24-Marion
Store Name	RITE AID #1408	Order Day:	01-Monday
Address:	109 EAST MAIN ST	CAB Lic #:	24-B-211-007386
City:	MANNINGTON	Status:	Active 7/1/2010
Phone:	(304) 986-3011	Comment:	
Store #:	B0-25-046-429	County:	25-Marshall
Store Name	RITE AID #1503	Order Day:	05-Friday
Address:	205 MARSHALL STREET	CAB Lic #:	25-B-211-007385
City:	BENWOOD	Status:	Active 7/1/2010
Phone:	(304) 232-9353	Comment:	
Store #:	A0-35-067-432	County:	35-Ohio
Store Name	RITE AID #733	Order Day:	05-Friday
Address:	111 KROUGER ST.	CAB Lic #:	35-B-211-007396
City:	WHEELING	Status:	Active 7/1/2010
Phone:	(304) 242-0273	Comment:	
Store #:	A0-35-067-433	County:	35-Ohio
Store Name	RITE AID #734	Order Day:	05-Friday
Address:	2102 WARWOOD AVE.	CAB Lic #:	35-B-211-007395
City:	WHEELING	Status:	Active 7/1/2010
Phone:	(304) 277-3622	Comment:	
Store #:	B0-37-069-435	County:	37-Pleasants
Store Name	RITE AID #1382	Order Day:	05-Friday
Address:	1408 N. PLEASANTS HWY	CAB Lic #:	37-B-211-007387
City:	ST. MARYS	Status:	Active 7/1/2010
Phone:	(304) 684-2297	Comment:	

## Franchise Store List

Store #:	B0-39-072-436	County:	39-Preston
Store Name	RITE AID #2605	Order Day:	01-Monday
Address:	415 E. MAIN ST.	CAB Lic #:	39-B-211-007360
City:	KINGWOOD	Status:	Active 7/1/2010
Phone:	(304) 329-1616	Comment:	
Store #:	A0-41-076-438	County:	41-Raleigh
Store Name	RITE AID #957	Order Day:	02-Tuesday
Address:	305 BECKLEY PLAZA	CAB Lic #:	41-B-211-007345
City:	BECKLEY	Status:	Active 7/1/2010
Phone:	(304) 252-7313	Comment:	
Store #:	A0-41-076-439	County:	41-Raleigh
Store Name	RITE AID #1694	Order Day:	02-Tuesday
Address:	1731 HARPER ROAD	CAB Lic #:	41-B-211-007376
City:	BECKLEY	Status:	Active 7/1/2010
Phone:	(304) 255-1251	Comment:	
Store #:	B0-43-081-440	County:	43-Ritchie
Store Name	RITE AID #3341	Order Day:	01-Monday
Address:	ROUTE 2, BOX 1AA	CAB Lic #:	43-B-211-007373
City:	HARRISVILLE	Status:	Active 7/1/2010
Phone:	(304) 643-2903	Comment:	
Store #:	B0-45-083-441	County:	45-Summers
Store Name	RITE AID #286	Order Day:	02-Tuesday
Address:	513 STOKES DR.	CAB Lic #:	45-B-211-007397
City:	HINTON	Status:	Active 7/1/2010
Phone:	(304) 466-9890	Comment:	
Store #:	B0-46-084-442	County:	46-Taylor
Store Name	RITE AID #1982	Order Day:	01-Monday
Address:	98 N. PIKE ST.	CAB Lic #:	46-B-211-007389
City:	GRAFTON	Status:	Active 7/1/2010
Phone:	(304) 265-0758	Comment:	
Store #:	B0-47-085-443	County:	47-Tucker
Store Name	RITE AID #2265	Order Day:	01-Monday
Address:	134 MAIN STREET	CAB Lic #:	47-B-211-007388
City:	PARSONS	Status:	Active 7/1/2010
Phone:	(304) 478-4237	Comment:	

## Franchise Store List

Store #:	B0-49-088-444	County:	49-Upshur
Store Name:	RITE AID #906	Order Day:	01-Monday
Address:	20 SOUTH FLORIDA ST.	CAB Lic #:	49-B-211-007394
City:	BUCKHANNON	Status:	Active 7/1/2010
Phone:	(304) 472-0150	Comment:	
Store #:	B0-51-090-445	County:	51-Webster
Store Name:	RITE AID #1687	Order Day:	02-Tuesday
Address:	306 N. MAIN ST.	CAB Lic #:	51-B-211-007383
City:	WEBSTER SPRINGS	Status:	Active 7/1/2010
Phone:	(304) 847-2937	Comment:	
Store #:	B0-55-096-446	County:	55-Wyoming
Store Name:	RITE AID #1373	Order Day:	02-Tuesday
Address:	401 MORAN AVE.	CAB Lic #:	55-B-211-007363
City:	MULLENS	Status:	Active 7/1/2010
Phone:	(304) 294-0625	Comment:	
Store #:	B0-55-097-447	County:	55-Wyoming
Store Name:	RITE AID #113	Order Day:	03-Wednesday
Address:	ROUTE #10	CAB Lic #:	55-B-211-007400
City:	PINEVILLE	Status:	Active 7/1/2010
Phone:	(304) 732-8886	Comment:	
Store #:	B0-02-004-451	County:	02-Berkeley
Store Name:	7-ELEVEN #17704	Order Day:	04-Thursday
Address:	7672 WINCHESTER AVE	CAB Lic #:	02-B-211-007308
City:	INWOOD	Status:	Active 7/1/2010
Phone:	(304) 229-2800	Comment:	
Store #:	B0-12-018-452	County:	12-Grant
Store Name:	7-ELEVEN #34915	Order Day:	04-Thursday
Address:	419 VIRGINIA AVENUE	CAB Lic #:	12-B-211-007315
City:	PETERSBURG	Status:	Active 7/1/2010
Phone:	(304) 257-2280	Comment:	
Store #:	B0-14-022-453	County:	14-Hampshire
Store Name:	7-ELEVEN #16924	Order Day:	04-Thursday
Address:	MAIN STREET	CAB Lic #:	14-B-211-007307
City:	ROMNEY	Status:	Active 7/1/2010
Phone:	(304) 822-4329	Comment:	

## Franchise Store List

Store #:	B0-16-026-454	County:	16-Hardy
Store Name	7-ELEVEN #28317	Order Day:	04-Thursday
Address:	15 W MAIN ST.	CAB Lic #:	16-B-211-007311
City:	WARDENSVILLE	Status:	Active 7/1/2010
Phone:	(304) 874-3195	Comment:	
Store #:	A0-19-034-455	County:	19-Jefferson
Store Name	7-ELEVEN #34688	Order Day:	04-Thursday
Address:	805 NORTH MILDRED STREET	CAB Lic #:	19-B-211-007314
City:	RANSON	Status:	Active 7/1/2010
Phone:	(304) 724-6823	Comment:	
Store #:	B0-19-035-457	County:	19-Jefferson
Store Name	7-ELEVEN #20685	Order Day:	04-Thursday
Address:	7364 MARTINSBURG PK	CAB Lic #:	19-B-211-007313
City:	SHEPHERDSTOWN	Status:	Active 7/1/2010
Phone:	(304) 876-6385	Comment:	
Store #:	B0-29-054-458	County:	29-Mineral
Store Name	7-ELEVEN #17109	Order Day:	04-Thursday
Address:	ROUTE 220 / BAKER ST	CAB Lic #:	29-B-211-007309
City:	KEYSER	Status:	Active 7/1/2010
Phone:	(304) 788-0100	Comment:	
Store #:	B0-29-055-459	County:	29-Mineral
Store Name	7-ELEVEN #28326	Order Day:	04-Thursday
Address:	P.O. BOX 526	CAB Lic #:	29-B-211-007310
City:	FORT ASHBY	Status:	Active 7/1/2010
Phone:	(304) 298-4537	Comment:	
Store #:	B0-33-064-460	County:	33-Morgan
Store Name	7-ELEVEN #28303	Order Day:	04-Thursday
Address:	25 UNION STREET	CAB Lic #:	33-B-211-007312
City:	BERKELEY SPRINGS	Status:	Active 7/1/2010
Phone:	(304) 258-5169	Comment:	
Store #:	B0-24-043-470	County:	24-Marion
Store Name	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	307 MERCHANT STREET	CAB Lic #:	24-B-200-007274
City:	FAIRMONT	Status:	Active 7/1/2010
Phone:	(304) 363-1230	Comment:	



## Franchise Store List

Store #:	A0-31-060-471	County:	31-Monongalia
Store Name:	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	204 VENTURE AVE	CAB Lic #:	31-B-200-007276
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 292-9668	Comment:	
Store #:	A0-31-060-472	County:	31-Monongalia
Store Name:	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	169 FAIRCHANCE ROAD	CAB Lic #:	31-B-200-007277
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 594-2292	Comment:	
Store #:	B0-31-061-473	County:	31-Monongalia
Store Name:	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	40 HIGH STREET	CAB Lic #:	31-B-200-007278
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 241-5758	Comment:	
Store #:	B0-31-062-474	County:	31-Monongalia
Store Name:	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	879 FAIRMONT ROAD	CAB Lic #:	31-B-200-007275
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 296-2381	Comment:	
Store #:	B0-39-073-475	County:	39-Preston
Store Name:	GDSH DISTRIBUTORS, L.L.C.	Order Day:	01-Monday
Address:	I-68 & RT 26	CAB Lic #:	39-B-200-007279
City:	BRUCETON MILLS	Status:	Active 7/1/2010
Phone:	(304) 379-3804	Comment:	
Store #:	A0-28-053-477	County:	28-Mercer
Store Name:	LIQUORS & MORE #1	Order Day:	02-Tuesday
Address:	105 BECKLEY ROAD	CAB Lic #:	28-B-111-007174
City:	PRINCETON	Status:	Active 7/1/2010
Phone:	(304) 425-5535	Comment:	
Store #:	A0-28-053-478	County:	28-Mercer
Store Name:	LIQUORS & MORE #2	Order Day:	02-Tuesday
Address:	1202 STATFORD DRIVE	CAB Lic #:	28-B-111-007173
City:	PRINCETON	Status:	Active 7/1/2010
Phone:	(304) 425-6614	Comment:	

## Franchise Store List

Store #:	B0-38-070-479	County:	38-Pocahontas
Store Name	LIQUORS & MORE #3	Order Day:	04-Thursday
Address:	ROUTE 219 NORTH	CAB Lic #:	38-B-111-007176
City:	MARLINTON	Status:	Active 7/1/2010
Phone:	(304) 799-4011	Comment:	
Store #:	A0-13-019-490	County:	13-Greenbrier
Store Name	GREENBRIER LIQUOR SHOPPE	Order Day:	02-Tuesday
Address:	205 E. MAIN ST.	CAB Lic #:	13-B-111-007281
City:	WHITE SUL.SPRINGS	Status:	Active 7/1/2010
Phone:	(304) 536-2484	Comment:	
Store #:	A0-13-019-491	County:	13-Greenbrier
Store Name	GREENBRIER VALLEY LIQUORS	Order Day:	02-Tuesday
Address:	AGENT: J & J MARTS	CAB Lic #:	13-B-200-007280
City:	HARTS RUN	Status:	Active 7/1/2010
Phone:	(304) 536-2484	Comment:	
Store #:	B0-06-010-492	County:	06-Cabell
Store Name	CLASSIC LIQUORS	Order Day:	02-Tuesday
Address:	1443 ADAMS AVE.	CAB Lic #:	06-B-111-007364
City:	HUNTINGTON	Status:	Active 7/1/2010
Phone:	(304) 523-4689	Comment:	
Store #:	B0-41-076-493	County:	41-Raleigh
Store Name	CJ'S TOBACCO SHOP INC	Order Day:	02-Tuesday
Address:	101 NORTH EISENHOWER DRIVE	CAB Lic #:	41-B-111-007568
City:	BECKLEY	Status:	Active 7/1/2010
Phone:	(304) 254-0811	Comment:	
Store #:	A0-41-077-494	County:	41-Raleigh
Store Name	CJ'S TOBACCO SHOP INC	Order Day:	02-Tuesday
Address:	2152 HARPER ROAD	CAB Lic #:	41-B-111-007570
City:	BECKLEY	Status:	Active 7/1/2010
Phone:	(304) 255-4047	Comment:	
Store #:	A0-41-077-495	County:	41-Raleigh
Store Name	CJ'S TOBACCO SHOP INC	Order Day:	02-Tuesday
Address:	RT 16,LESTER SQ.CNTR	CAB Lic #:	41-B-111-007569
City:	SOPHIA	Status:	Active 7/1/2010
Phone:	(304) 683-4050	Comment:	

## Franchise Store List

Store #:	B0-05-009-496	County:	05-Brooke
Store Name	TRI-STATE DISC. LIQ.	Order Day:	05-Friday
Address:	3920 MAIN STREET	CAB Lic #:	05-B-111-007220
City:	WEIRTON	Status:	Active 7/1/2010
Phone:	(304) 748-2511	Comment:	
Store #:	B0-15-023-497	County:	15-Hancock
Store Name	TRI-STATE DISCOUNT LIQUOR	Order Day:	05-Friday
Address:	120 CAROLINA AVE.	CAB Lic #:	15-B-111-007221
City:	CHESTER	Status:	Active 7/1/2010
Phone:	(304) 387-2753	Comment:	
Store #:	A0-10-016-498	County:	10-Fayette
Store Name	COMAC #3	Order Day:	02-Tuesday
Address:	823 EAST MAIN ST.	CAB Lic #:	10-B-111-007168
City:	OAK HILL	Status:	Active 7/1/2010
Phone:	(304) 465-5188	Comment:	
Store #:	A0-10-016-499	County:	10-Fayette
Store Name	COMAC #4	Order Day:	02-Tuesday
Address:	RT19 N/LAURELCREEKRD	CAB Lic #:	10-B-111-007167
City:	FAYETTEVILLE	Status:	Active 7/1/2010
Phone:	(304) 574-6927	Comment:	
Store #:	B0-02-003-500	County:	02-Berkeley
Store Name	PENN LIQUORS	Order Day:	04-Thursday
Address:	1832 WINCHESTER AV	CAB Lic #:	02-B-121-007171
City:	MARTINSBURG	Status:	Active 7/1/2010
Phone:	(304) 263-9749	Comment:	
Store #:	B0-02-004-501	County:	02-Berkeley
Store Name	BIG APPLE LIQUORS	Order Day:	04-Thursday
Address:	187 SADER DRIVE SUITE A	CAB Lic #:	02-B-121-007172
City:	INWOOD	Status:	Active 7/1/2010
Phone:	(304) 229-2845	Comment:	
Store #:	A0-28-052-502	County:	28-Mercer
Store Name	ONE STOP BEVERAGE MART	Order Day:	02-Tuesday
Address:	4495 E CUMBERLAND RD	CAB Lic #:	28-B-121-007370
City:	BLUEFIELD	Status:	Active 7/1/2010
Phone:	(304) 325-7523	Comment:	

## Franchise Store List

Store #:	A0-28-052-503	County:	28-Mercer
Store Name	D & D BEVERAGES, INC	Order Day:	02-Tuesday
Address:	AGENT: S & S EXPRESS	CAB Lic #:	28-B-200-007368
City:	BLUEWELL	Status:	Active 7/1/2010
Phone:	(304) 325-7523	Comment:	
Store #:	B0-25-046-504	County:	25-Marshall
Store Name	CVS/PHARMACY #6277	Order Day:	05-Friday
Address:	12TH S. & LAFAYETTE	CAB Lic #:	25-B-211-007322
City:	MOUNDSVILLE	Status:	Active 7/1/2010
Phone:	(304) 845-0504	Comment:	
Store #:	B0-35-067-505	County:	35-Ohio
Store Name	CVS/PHARMACY #6278	Order Day:	05-Friday
Address:	842 NATIONAL ROAD	CAB Lic #:	35-B-211-007321
City:	WHEELING	Status:	Active 7/1/2010
Phone:	(304) 232-3410	Comment:	
Store #:	A0-13-020-506	County:	13-Greenbrier
Store Name	THE LOFT	Order Day:	02-Tuesday
Address:	124 SENECA TRAIL	CAB Lic #:	13-B-121-007226
City:	LEWISBURG	Status:	Active 7/1/2010
Phone:	(304) 647-5638	Comment:	
Store #:	A0-13-020-507	County:	13-Greenbrier
Store Name	THE LOFT	Order Day:	02-Tuesday
Address:	AGENT:LEWISBURG SPIRITS & WINE	CAB Lic #:	13-B-121-007238
City:	LEWISBURG	Status:	Active 7/1/2010
Phone:	(304) 793-2254	Comment:	
Store #:	A0-15-025-508	County:	15-Hancock
Store Name	CELEBRATIONS	Order Day:	05-Friday
Address:	3056 MAIN STREET	CAB Lic #:	15-B-111-007334
City:	WEIRTON	Status:	Active 7/1/2010
Phone:	(304) 748-6700	Comment:	
Store #:	A0-15-025-509	County:	15-Hancock
Store Name	SHOP-N-SAVE	Order Day:	05-Friday
Address:	273 PENCO ROAD	CAB Lic #:	15-B-211-007335
City:	WEIRTON	Status:	Active 7/1/2010
Phone:	(304) 723-1025	Comment:	

## Franchise Store List

Store #:	B0-14-022-510	County:	14-Hampshire
Store Name:	CRUISE THRU	Order Day:	04-Thursday
Address:	HC 63 BOX 322	CAB Lic #:	14-B-111-007248
City:	ROMNEY	Status:	Active 7/1/2010
Phone:	(304) 822-8478	Comment:	
Store #:	B0-34-066-513	County:	34-Nicholas
Store Name:	KING CUT RATE TOBACCOS #3	Order Day:	02-Tuesday
Address:	NICHOLAS VILLAGE	CAB Lic #:	34-B-111-007271
City:	SUMMERSVILLE	Status:	Active 7/1/2010
Phone:	(304) 872-0749	Comment:	
Store #:	B0-31-061-516	County:	31-Monongalia
Store Name:	GIANT EAGLE #59	Order Day:	01-Monday
Address:	5000 GREENBAG ROAD	CAB Lic #:	31-B-221-007300
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 292-6066	Comment:	
Store #:	B0-16-027-519	County:	16-Hardy
Store Name:	A & A SPIRITS SHOPPE	Order Day:	04-Thursday
Address:	1528 US RT 220 SOUTH	CAB Lic #:	16-B-211-007379
City:	MOOREFIELD	Status:	Active 7/1/2010
Phone:	(304) 538-6455	Comment:	
Store #:	B0-11-017-521	County:	11-Gilmer
Store Name:	LIQUID ASSETS	Order Day:	03-Wednesday
Address:	24 E. MAIN STREET	CAB Lic #:	11-B-111-007210
City:	GLENVILLE	Status:	Active 7/1/2010
Phone:	(304) 462-7348	Comment:	
Store #:	B0-27-050-523	County:	27-McDowell
Store Name:	WELCH BANTAM MARKET	Order Day:	02-Tuesday
Address:	170 TH WYOMING ST.	CAB Lic #:	27-B-211-007298
City:	WELCH	Status:	Active 7/1/2010
Phone:	(304) 436-6120	Comment:	
Store #:	B0-54-095-524	County:	54-Wood
Store Name:	GAS-N-GOODS CONVENIENCE	Order Day:	05-Friday
Address:	201 DODGE AVENUE	CAB Lic #:	54-B-111-007216
City:	WILLIAMSTOWN	Status:	Active 7/1/2010
Phone:	(304) 375-2176	Comment:	

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Store #:	B0-26-048-525	County:	26-Mason
Store Name:	MARATHON FOOD MART	Order Day:	05-Friday
Address:	5TH & LEWIS STREET	CAB Lic #:	26-B-211-007261
City:	NEW HAVEN	Status:	Active 7/1/2010
Phone:	(304) 593-2015	Comment:	
Store #:	B0-21-039-527	County:	21-Lewis
Store Name:	LEWIS COUNTY LIQUOR STORE	Order Day:	01-Monday
Address:	10 GARTON PLAZA	CAB Lic #:	21-B-111-007201
City:	WESTON	Status:	Active 7/1/2010
Phone:	(304) 269-7607	Comment:	
Store #:	B0-30-059-528	County:	30-Mingo
Store Name:	ZEEK ENTERPRISE'S	Order Day:	03-Wednesday
Address:	DBA: LIQUOR PORT	CAB Lic #:	30-B-111-007194
City:	KERMIT	Status:	Active 7/1/2010
Phone:	(304) 393-4331	Comment:	
Store #:	B0-54-094-530	County:	54-Wood
Store Name:	MINI-GIANTS, INC	Order Day:	05-Friday
Address:	3704 EMERSON AVENUE	CAB Lic #:	54-B-111-007304
City:	PARKERSBURG	Status:	Active 7/1/2010
Phone:	(304) 428-4047	Comment:	
Store #:	B0-44-082-531	County:	44-Roane
Store Name:	SPENCER SPIRITS, INC	Order Day:	03-Wednesday
Address:	148 E MAIN STREET	CAB Lic #:	44-B-111-007333
City:	SPENCER	Status:	Active 7/1/2010
Phone:	(304) 927-4380	Comment:	
Store #:	B0-04-007-533	County:	04-Braxton
Store Name:	WILD VINE & SPIRITS	Order Day:	03-Wednesday
Address:	78 SKIDMORE LANE	CAB Lic #:	04-B-121-007179
City:	SUTTON	Status:	Active 7/1/2010
Phone:	(304) 765-3250	Comment:	
Store #:	B0-28-053-535	County:	28-Mercer
Store Name:	THE LIQUOR STORE	Order Day:	02-Tuesday
Address:	801 OAKVAIL ROAD	CAB Lic #:	28-B-111-007192
City:	PRINCETON	Status:	Active 7/1/2010
Phone:	(304) 425-6614	Comment:	



## Franchise Store List

Store #:	B0-17-028-536	County:	17-Harrison
Store Name	SPIRIT SHOPPE (THE)	Order Day:	01-Monday
Address:	1404 BUCKHANNON PIKE	CAB Lic #:	17-B-161-007282
City:	NUTTER FORT	Status:	Active 7/1/2010
Phone:	(304) 622-1872	Comment:	
Store #:	B0-15-024-537	County:	15-Hancock
Store Name	NEW CUMBERLAND LIQUORS INC.	Order Day:	05-Friday
Address:	109 SOUTH CHESTER ST.	CAB Lic #:	15-B-211-007323
City:	NEW CUMBERLAND	Status:	Active 7/1/2010
Phone:	(304) 564-1090	Comment:	
Store #:	B0-19-034-541	County:	19-Jefferson
Store Name	OLDE TOWNE LIQUORS, L.L.C.	Order Day:	04-Thursday
Address:	P.O. BOX 1217	CAB Lic #:	19-B-111-007250
City:	HARPERS FERRY	Status:	Active 7/1/2010
Phone:	(304) 535-2153	Comment:	
Store #:	B0-31-061-544	County:	31-Monongalia
Store Name	ASHBROOKE LIQUOR OUTLET	Order Day:	01-Monday
Address:	300 BEECHURST AVE	CAB Lic #:	31-B-111-007217
City:	MORGANTOWN	Status:	Active 7/1/2010
Phone:	(304) 296-2035	Comment:	
Store #:	B0-54-094-545	County:	54-Wood
Store Name	SAM'S CLUB #6373	Order Day:	05-Friday
Address:	1100 GRAND CENTRAL AVE	CAB Lic #:	54-B-221-007328
City:	VIENNA	Status:	Active 7/1/2010
Phone:	(479) 277-7898	Comment:	
Store #:	B0-17-029-547	County:	17-Harrison
Store Name	SHINNSTON SHOP-N-SAVE	Order Day:	01-Monday
Address:	540 SOUTH PIKE ST.	CAB Lic #:	17-B-211-007297
City:	SHINNSTON	Status:	Active 7/1/2010
Phone:	(304) 592-1512	Comment:	
Store #:	B0-28-052-548	County:	28-Mercer
Store Name	AGENT: KO CONVENIENCE CENTER	Order Day:	02-Tuesday
Address:	RT. 460 EAST	CAB Lic #:	28-B-200-007367
City:	BLUEFIELD	Status:	Active 7/1/2010
Phone:	(304) 325-7523	Comment:	

## Franchise Store List

Store #:	B0-41-076-549	County:	41-Raleigh
Store Name	KROGER #790	Order Day:	02-Tuesday
Address:	133 BECKLEY CROSSING	CAB Lic #:	41-B-261-007295
City:	BECKLEY	Status:	Active 7/1/2010
Phone:	(304) 252-5573	Comment:	
Store #:	B0-20-038-554	County:	20-Kanawha
Store Name	SAM'S CLUB #6457	Order Day:	05-Friday
Address:	2500 MOUNTAINEER BLVD	CAB Lic #:	20-B-221-007329
City:	SOUTH CHARLESTON	Status:	Active 7/1/2010
Phone:	(479) 277-7898	Comment:	
Store #:	B0-41-078-561	County:	41-Raleigh
Store Name	RASI DISCOUNT LIQUOR & TOBACCO, II	Order Day:	02-Tuesday
Address:	653 NORTH RITTER DR.	CAB Lic #:	41-B-111-007284
City:	BEAVER	Status:	Active 7/1/2010
Phone:	(304) 250-0252	Comment:	
Store #:	B0-42-079-562	County:	42-Randolph
Store Name	RITE AID #914	Order Day:	01-Monday
Address:	690 BEVERLY PIKE	CAB Lic #:	42-B-211-007393
City:	ELKINS	Status:	Active 7/1/2010
Phone:	(304) 636-7349	Comment:	
Store #:	B0-48-087-563	County:	48-Tyler
Store Name	PAR MAR OIL CO, INC.	Order Day:	05-Friday
Address:	701 CHELSEA STREET	CAB Lic #:	48-B-211-007330
City:	SISTERSVILLE	Status:	Active 7/1/2010
Phone:	(304) 652-2250	Comment:	
Store #:	A0-54-094-573	County:	54-Wood
Store Name	PAR MAR STORE #3	Order Day:	05-Friday
Address:	2301 PIKE STREET	CAB Lic #:	54-B-211-007331
City:	PARKERSBURG	Status:	Active 7/1/2010
Phone:	(304) 485-8211	Comment:	
Store #:	B0-41-076-574	County:	41-Raleigh
Store Name	GODFATHER LIQUORS, INC	Order Day:	02-Tuesday
Address:	5558 ROBERT C BYRD DR	CAB Lic #:	41-B-211-007326
City:	BRADLEY	Status:	Active 7/1/2010
Phone:	(304) 252-5510	Comment:	

## Franchise Store List

Store #:	B0-06-011-576	County:	06-Cabell
Store Name:	KING CUT RATE TOBACCO	Order Day:	02-Tuesday
Address:	3456 U.S. ROUTE 60	CAB Lic #:	06-B-111-007270
City:	BARBOURSVILLE	Status:	Active 7/1/2010
Phone:	(304) 733-6324	Comment:	
Store #:	B0-50-089-578	County:	50-Wayne
Store Name:	CLASSIC LIQUORS	Order Day:	02-Tuesday
Address:	2024 CHESTNUT STREET	CAB Lic #:	50-B-121-007365
City:	KENOVA	Status:	Active 7/1/2010
Phone:	(304) 453-7040	Comment:	
Store #:	B0-13-063-581	County:	13-Greenbrier
Store Name:	OLD WHITE CLUB CORP	Order Day:	02-Tuesday
Address:	300 WEST MAIN ST.	CAB Lic #:	13-A-312-000001
City:	WHITE SULPHUR	Status:	Active 3/25/2009
Phone:	(304) 536-1110	Comment:	
Store #:	B0-35-067-582	County:	35-Ohio
Store Name:	SMOKER FRIENDLY #21	Order Day:	05-Friday
Address:	100 S. HURON STREET	CAB Lic #:	35-B-111-007290
City:	WHEELING	Status:	Active 7/1/2010
Phone:	(304) 233-0011	Comment:	
Store #:	B0-21-039-584	County:	21-Lewis
Store Name:	RITE AID #1305	Order Day:	01-Monday
Address:	218 EAST 3RD STREET	CAB Lic #:	21-B-211-007346
City:	WESTON	Status:	Active 7/1/2010
Phone:	(304) 269-7972	Comment:	
Store #:	B0-17-030-586	County:	17-Harrison
Store Name:	ROCKO'S	Order Day:	01-Monday
Address:	623 W. MAIN STREET	CAB Lic #:	17-B-111-007203
City:	BRIDGEPORT	Status:	Active 7/1/2010
Phone:	(304) 848-0300	Comment:	
Store #:	B0-31-062-587	County:	31-Monongalia
Store Name:	RITE AID #919	Order Day:	01-Monday
Address:	405 FAIRMONT AVENUE	CAB Lic #:	31-B-211-007391
City:	WESTOVER	Status:	Active 7/1/2010
Phone:	(304) 296-2547	Comment:	

## Franchise Store List

Store #:	A0-20-038-589	County:	20-Kanawha
Store Name	KING CUT RATE TOBACCOS	Order Day:	04-Thursday
Address:	9913 MCCORKLE AVENUE	CAB Lic #:	20-B-111-007418
City:	MARMET	Status:	Active 6/26/2003
Phone:	(304) 513-6928	Comment:	
Store #:	B0-42-079-590	County:	42-Randolph
Store Name	SMOKER FRIENDLY #23	Order Day:	01-Monday
Address:	317 RANDOLPH AVENUE	CAB Lic #:	42-B-111-007291
City:	ELKINS	Status:	Active 7/1/2010
Phone:	(304) 637-5966	Comment:	
Store #:	B0-01-002-591	County:	01-Barbour
Store Name	BELINGTON SHOP N SAVE	Order Day:	01-Monday
Address:	806 CRIM AVENUE BOX 845	CAB Lic #:	01-B-211-007302
City:	BELINGTON	Status:	Active 7/1/2010
Phone:	(304) 823-3104	Comment:	
Store #:	B0-34-066-594	County:	34-Nicholas
Store Name	GODFATHER LIQUORS NO. 2	Order Day:	02-Tuesday
Address:	548 WILDERNESS HIGHWAY	CAB Lic #:	34-B-111-007327
City:	MOUNT NEBO	Status:	Active 7/1/2010
Phone:	(304) 872-5350	Comment:	
Store #:	B0-30-056-596	County:	30-Mingo
Store Name	TRAILS END SOUVENIRS, INC.	Order Day:	03-Wednesday
Address:	PO BOX 1570	CAB Lic #:	30-B-211-007366
City:	GILBERT	Status:	Active 7/1/2010
Phone:	(304) 664-3577	Comment:	
Store #:	B0-40-075-597	County:	40-Putnam
Store Name	SMOKER FRIENDLY #8	Order Day:	03-Wednesday
Address:	200-1 TEAYS CENTER	CAB Lic #:	40-B-111-007288
City:	SCOTT DEPOT	Status:	Active 7/1/2010
Phone:	(304) 757-0494	Comment:	
Store #:	B0-54-094-598	County:	54-Wood
Store Name	SMOKER FRIENDLY #1	Order Day:	05-Friday
Address:	200 B LAKEVIEW CENTER	CAB Lic #:	54-B-111-007289
City:	PARKERSBURG	Status:	Active 7/1/2010
Phone:	(304) 422-9633	Comment:	

## Franchise Store List

Store #:	B0-30-058-599	County:	30-Mingo
Store Name	H & H SPIRITS INC.	Order Day:	03-Wednesday
Address:	69 E. 3RD AVENUE	CAB Lic #:	30-B-111-007234
City:	WILLIAMSON	Status:	Active 7/1/2010
Phone:	(304) 235-2900	Comment:	
Store #:	B0-26-047-602	County:	26-Mason
Store Name	SMOKER FRIENDLY #38	Order Day:	05-Friday
Address:	203 JONES STREET	CAB Lic #:	26-B-111-007293
City:	PT. PLEASANT	Status:	Active 7/1/2010
Phone:	(304) 675-4666	Comment:	
Store #:	B0-01-001-603	County:	01-Barbour
Store Name	SMOKER FRIENDLY #33	Order Day:	01-Monday
Address:	157 NORTH MAIN STREET	CAB Lic #:	01-B-111-007292
City:	PHILIPPI	Status:	Active 7/1/2010
Phone:	(304) 457-4252	Comment:	
Store #:	A0-36-068-605	County:	36-Pendleton
Store Name	L & W SPIRIT SHOP LLC	Order Day:	04-Thursday
Address:	715 PIKE ROAD	CAB Lic #:	36-B-111-007446
City:	FRANKLIN	Status:	Active 11/10/2010
Phone:	(304) 358-7654	Comment:	
Store #:	B0-20-038-606	County:	20-Kanawha
Store Name	VIDEO PALACE, INC.	Order Day:	04-Thursday
Address:	420 3RD AVENUE	CAB Lic #:	10-B-211-005657
City:	MONTGOMERY	Status:	Active 7/1/2010
Phone:	(304) 442-2160	Comment:	
Store #:	A0-06-010-607	County:	06-Cabell
Store Name	JULIAN'S MARKET	Order Day:	02-Tuesday
Address:	1049 12TH STREET	CAB Lic #:	06-B-161-007215
City:	HUNTINGTON	Status:	Active 7/1/2010
Phone:	(304) 523-1133	Comment:	
Store #:	B0-20-036-608	County:	20-Kanawha
Store Name	PREMIERE LIQUORS	Order Day:	05-Friday
Address:	1600 PATRICK STREET PLAZA	CAB Lic #:	20-B-161-007245
City:	CHARLESTON	Status:	Active 7/1/2010
Phone:	(304) 346-6000	Comment:	

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Store #:	B0-20-037-609	County:	20-Kanawha
Store Name	SMOKER FRIENDLY #16	Order Day:	05-Friday
Address:	217 10TH STREET	CAB Lic #:	20-B-111-007287
City:	DUNBAR	Status:	Active 7/1/2010
Phone:	(304) 766-0133	Comment:	
Store #:	B0-24-044-610	County:	24-Marion
Store Name	SOUTH FAIRMONT SHOP N SAVE	Order Day:	01-Monday
Address:	1208 FAIRMONT AVE.	CAB Lic #:	24-B-211-007296
City:	FAIRMONT	Status:	Active 7/1/2010
Phone:	(304) 366-8222	Comment:	
Store #:	BO-06-010-611	County:	06-Cabell
Store Name	SAAD'S WINE & SPIRITS	Order Day:	02-Tuesday
Address:	2759 5TH AVENUE	CAB Lic #:	06-B-111-007406
City:	HUNTINGTON	Status:	Active 7/1/2010
Phone:	(304) 522-7223	Comment:	
Store #:	B0-23-041-612	County:	23-Logan
Store Name	L.A.LIQUOR & LOTTERY, INC	Order Day:	03-Wednesday
Address:	98 RIVERVIEW AVENUE	CAB Lic #:	23-B-111-007230
City:	LOGAN	Status:	Active 6/22/2006
Phone:	(304) 687-1200	Comment:	
Store #:	B0-42-080-614	County:	42-Randolph
Store Name	PAR MAR STORE #45	Order Day:	01-Monday
Address:	U.S. RT. 219 / 250	CAB Lic #:	42-B-211-006541
City:	HUTTONSVILLE	Status:	Active 12/29/2006
Phone:	(304) 335-4773	Comment:	
Store #:	B0-32-063-620	County:	32-Monroe
Store Name	OLD WHITE CORPORATION DBA MONROE	Order Day:	02-Tuesday
Address:	384 MAIN STREET	CAB Lic #:	32-B-111-007483
City:	UNION	Status:	Active 3/25/2009
Phone:	(304) 536-1110	Comment:	
Store #:	B0-52-092-621	County:	52-Wetzel
Store Name	OLD HUNDRED LIQUOR	Order Day:	01-Monday
Address:	P.O. BOX 361	CAB Lic #:	52-B-111-007239
City:	HUNDRED	Status:	Active 9/24/2007
Phone:	(304) 775-1711	Comment:	



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Store #:	B0-06-010-622	County:	06-Cabell
Store Name	STADIUM SPIRITS INC.	Order Day:	02-Tuesday
Address:	527 20TH STREET	CAB Lic #:	06-B-111-007405
City:	HUNTINGTON	Status:	Active 10/19/2007
Phone:	(304) 522-2461	Comment:	
Store #:	A0-02-003-623	County:	02-Berkeley
Store Name	7-ELEVEN #28310	Order Day:	04-Thursday
Address:	4716 HEDGESVILLE ROAD	CAB Lic #:	02-B-211-007318
City:	HEDGESVILLE	Status:	Active 12/7/2007
Phone:	(304) 754-7583	Comment:	
Store #:	A0-02-003-624	County:	02-Berkeley
Store Name	7-ELEVEN #10670	Order Day:	04-Thursday
Address:	1015 N. QUEEN ST.	CAB Lic #:	02-B-211-007317
City:	MARTINSBURG	Status:	Active 12/7/2007
Phone:	(304) 263-3111	Comment:	
Store #:	A0-19-034-625	County:	19-Jefferson
Store Name	7-ELEVEN #28316	Order Day:	04-Thursday
Address:	20 CHARLES TOWN PLAZA	CAB Lic #:	19-B-211-007319
City:	CHARLES TOWN	Status:	Active 12/7/2007
Phone:	(304) 728-8591	Comment:	
Store #:	B0-06-010-626	County:	06-Cabell
Store Name	CORNER LIQUOR & WINE	Order Day:	02-Tuesday
Address:	546 4TH AVENUE	CAB Lic #:	06-B-121-007787
City:	HUNTINGTON	Status:	Active 10/20/2008
Phone:	(304) 781-3539	Comment:	
Store #:	B0-06-010-627	County:	06-Cabell
Store Name	KING CUT RATE TOBACCOS DBA KING S	Order Day:	02-Tuesday
Address:	5636 US ROUTE 60 EAST	CAB Lic #:	06-B-161-007272
City:	HUNTINGTON	Status:	Active 7/21/2009
Phone:	(304) 733-2006	Comment:	
Store #:	A0-02-003-628	County:	02-Berkeley
Store Name	7-ELEVEN 28320A	Order Day:	04-Thursday
Address:	8949 WILLIAMSPORT PIKE	CAB Lic #:	02-B-211-007316
City:	FALLING WATERS	Status:	Active 9/25/2009
Phone:	(304) 274-2152	Comment:	

## Franchise Store List

Store #:	B0-35-067-629	County:	35-Ohio
Store Name:	SMOKER FRIENDLY #41	Order Day:	05-Friday
Address:	420 CABELA DRIVE	CAB Lic #:	35-B-111-007294
City:	WHEELING	Status:	Active 10/5/2009
Phone:	(304) 547-0415	Comment:	
Store #:	B0-02-003-630	County:	02-Berkeley
Store Name:	7-11 #25306	Order Day:	04-Thursday
Address:	201 WINCHESTER AVENUE	CAB Lic #:	02-B-211-007438
City:	MARTINSBURG	Status:	Active 9/15/2010
Phone:	(304) 263-3175	Comment:	
Store #:	B0-06-010-633	County:	06-Cabell
Store Name:	CVS PHARMACY #3391	Order Day:	02-Tuesday
Address:	2901 FIFTH AVENUE	CAB Lic #:	06-B-211-007479
City:	HUNTINGTON WV	Status:	Active 6/28/2010
Phone:	(304) 697-0366	Comment:	
Store #:	B0-24-043-634	County:	24-Marion
Store Name:	EAST FAIRMONT SHOP N SAVE	Order Day:	01-Monday
Address:	1015 INDIANA AVENUE	CAB Lic #:	24-B-211-007114
City:	FAIRMONT	Status:	Active 7/6/2010
Phone:	(304) 363-6335	Comment:	
Store #:	B0-04-007-635	County:	04-Braxton
Store Name:	CVS PHARMACY #6307	Order Day:	03-Wednesday
Address:	2916 STATE STREET	CAB Lic #:	04-B-211-007140
City:	GASSAWAY WV	Status:	Active 6/28/2010
Phone:	(304) 364-2218	Comment:	
Store #:	B0-41-078-636	County:	41-Raleigh
Store Name:	CVS PHARMACY #6313	Order Day:	02-Tuesday
Address:	ROUTE 19 21 RITTER DRIVE	CAB Lic #:	41-B-211-007131
City:	BEAVER WV	Status:	Active 6/28/2010
Phone:	(304) 255-6630	Comment:	
Store #:	B0-50-089-637	County:	50-Wayne
Store Name:	CVS PHARMACY #6350	Order Day:	02-Tuesday
Address:	1405 OAK STREET	CAB Lic #:	50-B-211-007123
City:	KENOVA	Status:	Active 6/28/2010
Phone:	(304) 453-3503	Comment:	

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## Franchise Store List

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Store #:	B0-40-074-638	County:	40-Putnam
Store Name	CVS PHARMACY #7124	Order Day:	03-Wednesday
Address:	3901 TEAYS VALLEY ROAD	CAB Lic #:	40-B-211-007119
City:	HURRICANE WV	Status:	Active 6/24/2010
Phone:	(304) 760-1123	Comment:	
Store #:	B0-31-062-639	County:	31-Monongalia
Store Name	GIANT EAGLE #58	Order Day:	01-Monday
Address:	4500 UNIVERSITY TOWN CENTRE	CAB Lic #:	31-B-221-006065
City:	MORGANTOWN	Status:	Active 9/15/2010
Phone:	(304) 599-2301	Comment:	
Store #:	B0-20-038-640	County:	20-Kanawha
Store Name	LITTLE GENERAL STORE #4095	Order Day:	05-Friday
Address:	4008 MALDEN DRIVE	CAB Lic #:	20-B-211-007138
City:	CHARLESTON WV	Status:	Active 6/24/2010
Phone:	(304) 925-7847	Comment:	
Store #:	B0-06-011-641	County:	06-Cabell
Store Name	LITTLE GENERAL STORE #5065	Order Day:	02-Tuesday
Address:	3496 ROUTE 60 EAST	CAB Lic #:	06-B-211-007352
City:	BARBOURSVILLE	Status:	Active 7/6/2010
Phone:	(304) 302-0523	Comment:	
Store #:	B0-13-063-642	County:	13-Greenbrier
Store Name	LITTLE GENERAL STORE #2150	Order Day:	02-Tuesday
Address:	ROUTE 12 NORTH	CAB Lic #:	13-B-211-002995
City:	ALDERSON	Status:	Active 8/24/2010
Phone:	(304) 445-7161	Comment:	
Store #:	B0-20-038-643	County:	20-Kanawha
Store Name	LITTLE GENERAL STORE #4135	Order Day:	04-Thursday
Address:	P.O. BOX 249	CAB Lic #:	20-B-211-006753
City:	PINCH	Status:	Active 6/24/2010
Phone:	(304) 965-2200	Comment:	
Store #:	B0-27-049-644	County:	27-McDowell
Store Name	LITTLE GENERAL STORE #5400	Order Day:	02-Tuesday
Address:	1586 MOUNTAINEER HIGHWAY	CAB Lic #:	27-B-211-007420
City:	BRADSHAW	Status:	Active 9/15/2010
Phone:	(304) 967-7212	Comment:	

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Store #:	B0-47-086-645	County:	47-Tucker
Store Name:	MIDO INC. DBA MT. TOP CITGO	Order Day:	01-Monday
Address:	RT.32 P.O. BOX 190	CAB Lic #:	47-B-211-005671
City:	THOMAS,WV	Status:	Active 6/16/2010
Phone:	(304) 463-4515	Comment:	
Store #:	B0-34-065-646	County:	34-Nicholas
Store Name:	J&J'S MOUNTAINER MART #32	Order Day:	04-Thursday
Address:	1 WEST MAIN STREET	CAB Lic #:	34-B-211-005647
City:	RICHWOOD	Status:	Active 6/29/2010
Phone:	(304) 472-8130	Comment:	
Store #:	B0-20-038-647	County:	20-Kanawha
Store Name:	WALMART SUPERCENTER #2036	Order Day:	05-Friday
Address:	2700 MOUNTAINEER BLVD	CAB Lic #:	20-B-211-005237
City:	SOUTH CHARLESTON	Status:	Active 7/6/2010
Phone:	(304) 746-1720	Comment:	
Store #:	B0-52-091-648	County:	52-Wetzel
Store Name:	WALMART SUPERCENTER #2684	Order Day:	05-Friday
Address:	1142 SOUTH BRIDGE STREET	CAB Lic #:	52-B-211-005236
City:	NEW MARTINSVILLE	Status:	Active 8/24/2010
Phone:	(304) 455-6522	Comment:	
Store #:	B0-20-037-649	County:	20-Kanawha
Store Name:	WALMART SUPERCENTER #2576	Order Day:	01-Monday
Address:	100 NITRO MARKETPLACE	CAB Lic #:	20-B-211-005250
City:	NITRO	Status:	Active 8/24/2010
Phone:	(304) 769-0100	Comment:	
Store #:	B0-26-047-650	County:	26-Mason
Store Name:	RITE AID #1688	Order Day:	05-Friday
Address:	2418 JACKSON AVENUE	CAB Lic #:	26-B-211-007390
City:	POINT PLEASANT	Status:	Active 8/6/2010
Phone:	(304) 675-1624	Comment:	
Store #:	B0-19-035-652	County:	19-Jefferson
Store Name:	SHEPHERDSTOWN LIQUORS	Order Day:	04-Thursday
Address:	207 S PRINCESS STREET	CAB Lic #:	19-B-121-007765
City:	SHEPHERDSTOWN	Status:	Active 9/9/2010
Phone:	(304) 876-2100	Comment:	

## Franchise Store List

Store #:	B0-29-054-653	County:	29-Mineral
Store Name	CVS PHARMACY #1427	Order Day:	04-Thursday
Address:	45 SOUTH MINERAL STREET	CAB Lic #:	29-B-211-007118
City:	KEYSER	Status:	Active 7/15/2010
Phone:	(304) 788-9771	Comment:	
Store #:	A0-33-064-654	County:	33-Morgan
Store Name	TOP SHELF LIQUORS	Order Day:	04-Thursday
Address:	261 BERKMORE PLACE	CAB Lic #:	33-B-111-007371
City:	BERKLEY SPRINGS	Status:	Active 7/9/2010
Phone:	(304) 258-8800	Comment:	
Store #:	B0-40-074-655	County:	40-Putnam
Store Name	RITE AID #141	Order Day:	03-Wednesday
Address:	101-A ROOSEVELT BLVD	CAB Lic #:	40-B-211-003634
City:	ELEANOR	Status:	Active 8/16/2010
Phone:	(304) 586-9064	Comment:	
Store #:	B0-20-037-656	County:	20-Kanawha
Store Name	RITE AID #294	Order Day:	03-Wednesday
Address:	6401 SISSONVILLE DRIVE	CAB Lic #:	20-B-211-000951
City:	SISSONVILLE	Status:	Active 7/28/2010
Phone:	(304) 984-9597	Comment:	
Store #:	A0-12-018-657	County:	12-Grant
Store Name	CROWN SPIRITS	Order Day:	04-Thursday
Address:	328 KEYSER AVENUE	CAB Lic #:	12-B-121-007488
City:	PETERSBURG	Status:	Active 1/25/2011
Phone:	(304) 257-9090	Comment:	
Store #:	B0-17-031-658	County:	17-Harrison
Store Name	J&J'S MOUNTAINEER MART	Order Day:	01-Monday
Address:	129 WEST MAIN STREET	CAB Lic #:	17-B-211-007525
City:	SALEM	Status:	Active 4/15/2011
Phone:	(304) 439-0386	Comment:	
Store #:	B0-39-073-659	County:	39-Preston
Store Name	J&J'S MOUNTAINEER MART #11	Order Day:	01-Monday
Address:	601 WEST STATE AVENUE	CAB Lic #:	39-B-211-007526
City:	TERRA ALTA	Status:	Active 6/7/2011
Phone:	(304) 472-8130	Comment:	

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Store #:	B0-17-030-660	County:	17-Harrison
Store Name	GDSH DIST/BFS FOODS #19	Order Day:	01-Monday
Address:	51 GENESIS BOULVARD	CAB Lic #:	17-B-221-007650
City:	BRIDGEPORT	Status:	Active 12/12/2011
Phone:	(304) 808-6650	Comment:	
Store #:	B0-54-094-661	County:	54-Wood
Store Name	CVS PHARMACY #7604	Order Day:	05-Friday
Address:	1900 ST. MARY'S AVENUE	CAB Lic #:	54-B-211-007466
City:	PARKERSBURG	Status:	Active 1/20/2012
Phone:	(304) 422-2884	Comment:	
Store #:	B0-54-094-662	County:	54-Wood
Store Name	NUCKY'S 13TH ST. ABC WAREHOUSE	Order Day:	05-Friday
Address:	PO BOX1725	CAB Lic #:	54-B-211-007703
City:	PARKERSBURG	Status:	Active 4/16/2012
Phone:	(304) 865-3129	Comment:	
Store #:	B0-22-040-663	County:	22-Lincoln
Store Name	7-ELEVEN 35927H	Order Day:	03-Wednesday
Address:	8151 COURT AVENUE	CAB Lic #:	22-B-211-007801
City:	HAMLIN	Status:	Active 10/30/2012
Phone:	(304) 824-7011	Comment:	
Store #:	B0-55-098-664	County:	55-Wyoming
Store Name	7-ELEVEN 35920H	Order Day:	03-Wednesday
Address:	799 COOKE PARKWAY	CAB Lic #:	55-B-211-007802
City:	OCEANA	Status:	Active 10/30/2012
Phone:	(304) 682-6946	Comment:	
Store #:	B0-40-075-665	County:	40-Putnam
Store Name	7-ELEVEN 35915H	Order Day:	04-Thursday
Address:	707 WINFIELD ROAD	CAB Lic #:	40-B-211-007800
City:	ST ALBANS	Status:	Active 10/31/2012
Phone:	(304) 755-2947	Comment:	
Store #:	B0-09-014-667	County:	09-Doddridge
Store Name	7-ELEVEN 35963H	Order Day:	01-Monday
Address:	404 EAST MAIN STREET	CAB Lic #:	09-B-211-007828
City:	WEST UNION	Status:	Active 10/31/2012
Phone:	(304) 873-2744	Comment:	



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Store #:	B0-23-042-668	County:	23-Logan
Store Name	7-ELEVEN 35917H	Order Day:	03-Wednesday
Address:	110 NORTH BRIDGE STREET	CAB Lic #:	23-B-211-007799
City:	MAN	Status:	Active 11/2/2012
Phone:	(304) 583-7308	Comment:	

Store #:	B0-20-036-669	County:	20-Kanawha
Store Name	7-ELEVEN 35910H	Order Day:	04-Thursday
Address:	4929 MCCORKLE AVENUE	CAB Lic #:	20-B-211-007803
City:	CHARLESTON	Status:	Active 11/2/2012
Phone:	(304) 925-2008	Comment:	

Store #:	B0-30-057-670	County:	30-Mingo
Store Name	TYLER'S HATFIELD-MCCOY LIQUOR	Order Day:	03-Wednesday
Address:	201 MATEWAN STREET	CAB Lic #:	30-B-111-007581
City:	MATEWAN	Status:	Active 6/17/2011
Phone:	(304) 426-5770	Comment:	

Store #:	B0-47-086-671	County:	47-Tucker
Store Name	THE LOCAL	Order Day:	01-Monday
Address:	2383 TIMBERLINE ROAD	CAB Lic #:	47-B-211-008198
City:	DAVIS	Status:	Active 12/19/2013
Phone:	(304) 866-8606	Comment:	

**Grand Total      179**

**ATTACHMENT 2**

# Shipping Summary

Store	Store Name	City	Cases		
614	PAR MAR STORE #45	HUTTONSVILLE	0		
562	RITE AID #914	ELKINS	0		
590	SMOKER FRIENDLY #23	ELKINS	0		
591	BELINGTON SHOP N SAVE	BELINGTON	0		
603	SMOKER FRIENDLY #33	PHILIPPI	0		
442	RITE AID #1982	GRAFTON	0		

**6 Total stores for Route**

659	J&J'S MOUNTAINEER MART #11	TERRA ALTA	0		
436	RITE AID #2605	KINGWOOD	0		
475	GDSH DISTRIBUTORS, L.L.C.	BRUCETON MILLS	0		
472	GDSH DISTRIBUTORS, L.L.C.	MORGANTOWN	0		
471	GDSH DISTRIBUTORS, L.L.C.	MORGANTOWN	0		
516	GIANT EAGLE #59	MORGANTOWN	0		
473	GDSH DISTRIBUTORS, L.L.C.	MORGANTOWN	0		

**7 Total stores for Route**

639	GIANT EAGLE #58	MORGANTOWN	0		
474	GDSH DISTRIBUTORS, L.L.C.	MORGANTOWN	0		
587	RITE AID #919	WESTOVER	0		
544	ASHBROOKE LIQUOR OUTLET	MORGANTOWN	0		
536	SPIRIT SHOPPE (THE)	NUTTER FORT	0		
660	GDSH DIST/BFS FOODS #19	BRIDGEPORT	0		
586	ROCKO'S	BRIDGEPORT	0		

**7 Total stores for Route**

440	RITE AID #3341	HARRISVILLE	0		
667	7-ELEVEN 35963H	WEST UNION	0		
658	J&J'S MOUNTAINEER MART	SALEM	0		
413	RITE AID #915	CLARKSBURG	0		
414	RITE AID #1914	NUTTER FORT	0		
547	SHINNSTON SHOP-N-SAVE	SHINNSTON	0		
621	OLD HUNDRED LIQUOR	HUNDRED	0		
428	RITE AID #1408	MANNINGTON	0		
610	SOUTH FAIRMONT SHOP N SAVE	FAIRMONT	0		
470	GDSH DISTRIBUTORS, L.L.C.	FAIRMONT	0		
634	EAST FAIRMONT SHOP N SAVE	FAIRMONT	0		

**11 Total stores for Route**

584	RITE AID #1305	WESTON	0		
527	LEWIS COUNTY LIQUOR STORE	WESTON	0		
671	THE LOCAL	DAVIS	0		
645	MIDO INC. DBA MT. TOP CITGO	THOMAS, WV	0		
443	RITE AID #2265	PARSONS	0		
444	RITE AID #906	BUCKHANNON	0		
649	WALMART SUPERCENTER #2576	NITRO	0		

**7 Total stores for Route**

<b>38 Total Stores</b>			<b>Grand Total: 0</b>		
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Store	Store Name	City	Cases		
445	RITE AID #1687	WEBSTER SPRINGS	0		
513	KING CUT RATE TOBACCOS #3	SUMMERSVILLE	0		
594	GODFATHER LIQUORS NO. 2	MOUNT NEBO	0		
499	COMAC #4	FAYETTEVILLE	0		
495	CJ'S TOBACCO SHOP INC	SOPHIA	0		
494	CJ'S TOBACCO SHOP INC	BECKLEY	0		
439	RITE AID #1694	BECKLEY	0		
549	KROGER #790	BECKLEY	0		
438	RITE AID #957	BECKLEY	0		
574	GODFATHER LIQUORS, INC	BRADLEY	0		
498	COMAC #3	OAK HILL	0		

**11 Total stores for Route**

**Route total: 0**

607	JULIAN'S MARKET	HUNTINGTON	0		
633	CVS PHARMACY #3391	HUNTINGTON WV	0		
611	SAAD'S WINE & SPIRITS	HUNTINGTON	0		
622	STADIUM SPIRITS INC.	HUNTINGTON	0		
626	CORNER LIQUOR & WINE	HUNTINGTON	0		
492	CLASSIC LIQUORS	HUNTINGTON	0		
637	CVS PHARMACY #6350	KENOVA	0		
578	CLASSIC LIQUORS	KENOVA	0		
627	KING CUT RATE TOBACCOS DBA KING SPIRITS	HUNTINGTON	0		
576	KING CUT RATE TOBACCO	BARBOURSVILLE	0		
641	LITTLE GENERAL STORE #5065	BARBOURSVILLE	0		

**11 Total stores for Route**

**Route total: 0**

644	LITTLE GENERAL STORE #5400	BRADSHAW	0		
446	RITE AID #1373	MULLENS	0		
523	WELCH BANTAM MARKET	WELCH	0		
503	D & D BEVERAGES, INC	BLUEWELL	0		
502	ONE STOP BEVERAGE MART	BLUEFIELD	0		
548	AGENT: KO CONVENIENCE CENTER	BLUEFIELD	0		
477	LIQUORS & MORE #1	PRINCETON	0		
478	LIQUORS & MORE #2	PRINCETON	0		
535	THE LIQUOR STORE	PRINCETON	0		
636	CVS PHARMACY #6313	BEAVER WV	0		
561	RASI DISCOUNT LIQUOR & TOBACCO, INC	BEAVER	0		
493	CJ'S TOBACCO SHOP INC	BECKLEY	0		

**12 Total stores for Route**

**Route total: 0**

411	RITE AID #121	RAINELLE	0		
507	THE LOFT	LEWISBURG	0		
581	OLD WHITE CLUB CORP	WHITE SULPHUR	0		
490	GREENBRIER LIQUOR SHOPPE	WHITE SUL.SPRINGS	0		
491	GREENBRIER VALLEY LIQUORS	HARTS RUN	0		
506	THE LOFT	LEWISBURG	0		
620	OLD WHITE CORPORATION DBA MONROE LIQUOR	UNION	0		
642	LITTLE GENERAL STORE #2150	ALDERSON	0		
441	RITE AID #286	HINTON	0		

WVABC Liquor Case Load reviewed, secured and accepted:

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<u>Store</u>	<u>Store Name</u>	<u>City</u>	<u>Cases</u>
<b>9 Total stores for Route</b>			<b>Route total: 0</b>
<b>43 Total Stores</b>			<b>Grand Total: 0</b>

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Store	Store Name	City	Cases		
663	7-ELEVEN 35927H	HAMLIN	0		
401	SHORT STOP MARKETS	HURRICANE	0		
655	RITE AID #141	ELEANOR	0		
638	CVS PHARMACY #7124	HURRICANE WV	0		
597	SMOKER FRIENDLY #8	SCOTT DEPOT	0		
<b>5 Total stores for Route</b>			<b>Route total: 0</b>		
528	ZEEK ENTERPRISE'S	KERMIT	0		
599	H & H SPIRITS INC.	WILLIAMSON	0		
670	TYLER'S HATFIELD-MCCOY LIQUOR	MATEWAN	0		
596	TRAILS END SOUVENIRS, INC.	GILBERT	0		
447	RITE AID #113	PINEVILLE	0		
664	7-ELEVEN 35920H	OCEANA	0		
668	7-ELEVEN 35917H	MAN	0		
612	L.A.LIQUOR & LOTTERY, INC	LOGAN	0		
427	RITE AID #2460	CHAPMANVILLE	0		
403	RITE AID #1289	DANVILLE	0		
<b>10 Total stores for Route</b>			<b>Route total: 0</b>		
408	RITE AID #1277	CLAY	0		
635	CVS PHARMACY #6307	GASSAWAY WV	0		
533	WILD VINE & SPIRITS	SUTTON	0		
521	LIQUID ASSETS	GLENVILLE	0		
531	SPENCER SPIRITS, INC	SPENCER	0		
415	RITE AID #959	RIPLEY	0		
656	RITE AID #294	SISSONVILLE	0		
<b>7 Total stores for Route</b>			<b>Route total: 0</b>		
<b>22 Total Stores</b>			<b>Grand Total: 0</b>		

WVABCA Liquor Case Load reviewed, secured and accepted:

# Shipping Summary

Store	Store Name	City	Cases		
501	BIG APPLE LIQUORS	INWOOD	0		
652	SHEPHERDSTOWN LIQUORS	SHEPHERDSTOWN	0		
457	7-ELEVEN #20685	SHEPHERDSTOWN	0		
624	7-ELEVEN #10670	MARTINSBURG	0		
451	7-ELEVEN #17704	INWOOD	0		
455	7-ELEVEN #34688	RANSON	0		
541	OLDE TOWNE LIQUORS, L.L.C.	HARPERS FERRY	0		
625	7-ELEVEN #28316	CHARLES TOWN	0		
454	7-ELEVEN #28317	WARDENSVILLE	0		
519	A & A SPIRITS SHOPPE	MOOREFIELD	0		
452	7-ELEVEN #34915	PETERSBURG	0		
657	CROWN SPIRITS	PETERSBURG	0		
605	L & W SPIRIT SHOP LLC	FRANKLIN	0		

**13 Total stores for Route**

**Route total: 0**

646	J&J'S MOUNTAINER MART #32	RICHWOOD	0		
479	LIQUORS & MORE #3	MARLINTON	0		
630	7-11 #25306	MARTINSBURG	0		
500	PENN LIQUORS	MARTINSBURG	0		
628	7-ELEVEN 28320A	FALLING WATERS	0		
623	7-ELEVEN #28310	HEDGESVILLE	0		
460	7-ELEVEN #28303	BERKELEY SPRINGS	0		
654	TOP SHELF LIQUORS	BERKLEY SPRINGS	0		
510	CRUISE THRU	ROMNEY	0		
453	7-ELEVEN #16924	ROMNEY	0		
459	7-ELEVEN #28326	FORT ASHBY	0		
653	CVS PHARMACY #1427	KEYSER	0		
458	7-ELEVEN #17109	KEYSER	0		

**13 Total stores for Route**

**Route total: 0**

606	VIDEO PALACE, INC.	MONTGOMERY	0		
409	RITE AID #2736	SMITHERS	0		
589	KING CUT RATE TOBACCOS	MARMET	0		
669	7-ELEVEN 35910H	CHARLESTON	0		
421	RITE AID #934	CHARLESTON	0		
420	RITE AID #1562	CHARLESTON	0		
423	RITE AID #947	SOUTH CHARLESTON	0		
425	RITE AID #3702	CROSS LANES	0		
424	RITE AID #946	ST. ALBANS	0		
665	7-ELEVEN 35915H	ST ALBANS	0		

**10 Total stores for Route**

**Route total: 0**

417	RITE AID #948	CHARLESTON	0		
419	RITE AID #935	CHARLESTON	0		
426	RITE AID #2571	BIG CHIMNEY	0		
643	LITTLE GENERAL STORE #4135	PINCH	0		

**4 Total stores for Route**

**Route total: 0**

**40 Total Stores**

**Grand Total: 0**

WVABCA Liquor Case Load reviewed, secured and accepted:

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Store	Store Name	City	Cases		
582	SMOKER FRIENDLY #21	WHEELING	0		
508	CELEBRATIONS	WEIRTON	0		
537	NEW CUMBERLAND LIQUORS INC.	NEW CUMBERLAND	0		
497	TRI-STATE DISCOUNT LIQUOR	CHESTER	0		
509	SHOP-N-SAVE	WEIRTON	0		
496	TRI-STATE DISC. LIQ.	WEIRTON	0		
406	RITE AID #1949	FOLLANSBEE	0		
407	RITE AID #3388	WELLSBURG	0		
433	RITE AID #734	WHEELING	0		

**Route total: 0**

**9 Total stores for Route**

435	RITE AID #1382	ST. MARYS	0		
563	PAR MAR OIL CO, INC.	SISTERSVILLE	0		
648	WALMART SUPERCENTER #2684	NEW MARTINSVILLE	0		
429	RITE AID #1503	BENWOOD	0		
505	CVS/PHARMACY #6278	WHEELING	0		
432	RITE AID #733	WHEELING	0		
629	SMOKER FRIENDLY #41	WHEELING	0		
504	CVS/PHARMACY #6277	MOUNDSVILLE	0		
524	GAS-N-GOODS CONVENIENCE	WILLIAMSTOWN	0		

**Route total: 0**

**9 Total stores for Route**

602	SMOKER FRIENDLY #38	PT. PLEASANT	0		
650	RITE AID #1688	POINT PLEASANT	0		
525	MARATHON FOOD MART	NEW HAVEN	0		
416	RITE AID #280	RAVENSWOOD	0		
573	PAR MAR STORE #3	PARKERSBURG	0		
662	NUCKY'S 13TH ST. ABC WAREHOUSE	PARKERSBURG	0		
530	MINI-GIANTS, INC	PARKERSBURG	0		
661	CVS PHARMACY #7604	PARKERSBURG	0		
598	SMOKER FRIENDLY #1	PARKERSBURG	0		
545	SAM'S CLUB #6373	VIENNA	0		

**Route total: 0**

**10 Total stores for Route**

405	RITE AID #953	WHITESVILLE	0		
640	LITTLE GENERAL STORE #4095	CHARLESTON WV	0		
608	PREMIERE LIQUORS	CHARLESTON	0		
609	SMOKER FRIENDLY #16	DUNBAR	0		
422	RITE AID #937	DUNBAR	0		
418	RITE AID #944	CHARLESTON	0		
647	WALMART SUPERCENTER #2036	SOUTH CHARLESTON	0		
554	SAM'S CLUB #6457	SOUTH CHARLESTON	0		

**Route total: 0**

**8 Total stores for Route**

**36 Total Stores**

**Grand Total: 0**

WVABCA Liquor Case Load reviewed, secured and accepted:



# ATTACHMENT 3

	2010	2011	2012	2013	2014
January	38,060	43,265	46,657	49,081	50,002
February	44,848	47,478	50,709	47,184	49,621
March	51,770	53,918	55,182	56,412	54,587
April	49,259	52,425	52,566	59,947	53,221
May	48,376	52,926	59,573	56,020	
June	56,957	57,877	54,074	51,843	
July	54,763	52,053	54,428	55,331	
August	55,139	54,979	58,189	56,006	
September	97,307	106,495	100,063	102,575	
October	43,220	47,227	50,116	47,504	
November	48,576	48,332	51,812	49,377	
December	63,860	66,489	61,410	63,881	
<b>TOTAL</b>	<b>652,135</b>	<b>683,464</b>	<b>694,779</b>	<b>695,161</b>	<b>207,431</b>

# ATTACHMENT 4

ATTACHMENT 4ESTIMATED LIST OF EQUIPMENT USED FOR DISTRIBUTION AND TRANSPORTATION OF SPIRITS FROM  
DISTRIBUTION CENTER TO RETAILEREquipment used for regular delivery days.

## Quantity

- (5) Straight (Box) trucks 24 and 26 feet in length. Dual Wheels
- (7) Tractors 80,000 GVW
- (10) Trailers 40 and 45 feet in length with side doors and all with E-Track to secure each pallet on load. Roll up rear doors preferred.
- (12) Hand pallet jacks 5000 lb load capacity
- (10) Two wheel hand carts
- (20) Load bars for trailers
- (20) Rollers 10ft. in length, used in unloading.
- (300) E-Straps 10 and 15ft in length
- (2) Portable Dock Plates
- (1) Walk Behind Electric Pallet Jack with Charger for the loading and unloading of Contractors Trailers

Equipment needed during Trade Show deliveries

## Quantity

- (5) Straight (Box) trucks 24 and 26 feet in length. Dual Wheels
- (10) Tractors 80,000 GVW
- (20) Trailers 40 and 45 feet in length with side doors and some 48 and 53 feet in length, all with E-Track
- (13) Hand pallet jacks 5000 lb load capacity
- (13) Two wheel hand carts

# ATTACHMENT 5

## PRICING PAGE

**West Virginia Alcohol Beverage Control Administration  
Distribution and Transportation Services  
Requisition Number: ABCA118**

	Estimated Quantity	Vendor Rate	Extended Rate
Delivery rate per standard case (bids with a sliding scale of rates or index of rates will be disqualified)	690,000	\$ _____ per case	_____
Hourly Rate for transporting supplies & equipment	40 hour	\$ _____ per hour	_____
 Total Cost			 \$ _____

VENDOR NAME (PRINT): \_\_\_\_\_

VENDOR NUMBER: \_\_\_\_\_

VENDOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**The contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost .**

# ATTACHMENT 6

See 175 CSR 1, 175 CSR 5 and 175 CSR 6 at: <http://apps.sos.wv.gov/adlaw/csr/>

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ABCA118**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



RFQ No. ABCA118STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE****NOTARY PUBLIC** \_\_\_\_\_

# 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_