



State of West Virginia Agency Master Agreement

Order Date: 2025-10-15

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: AMA 0603 0603 ADJ2500000001 3	Procurement Folder: 1515963
Document Name: Ice Melter and Urea - WV National Guard Facilities	Reason for Modification: Change Order 1: To renew contract.
Document Description: Open-End Contract for Ice Melter and Urea	
Procurement Type: Agency Master Agreement	
Buyer Name: Cara M Suppa	
Telephone: 304-561-6481	
Email: cara.m.suppa.nfg@army.mil	
Shipping Method: Best Way	Effective Start Date: 2024-10-08
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2026-10-07

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000206075 LIBERTY DISTRIBUTORS INC 6015 National Rod TRIADELPHIA WV 26059 US Vendor Contact Phone: 304-547-0414 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Rachel L White Requestor Phone: (304) 982-1417 Requestor Email: rachel.l.white36.nfg@army.mil
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
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Cara M. Suppa
DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Cara M Suppa
DATE: 2025-10-15
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order No. 01 is issued to renew the original contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.

Effective date of renewal October 8, 2025 through October 7, 2026

Renewal Years/Months Remaining: 2

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46161506			EA	\$10.30
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Ice Melt Compound (50LB Bag)-Standard Delivery

Extended Description:

Contract Item 3.1.1 - Meltaway Ice Melter Blend Blue Dye Indicator (or Equal)
50LB Bag- STANDARD DELIVERY (3 to 5 Business Days). See Exhibit "B" for facility listings by region.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	46161506			EA	\$11.75
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Ice Melt Compound (50LB Bag)-EMERGENCY Delivery

Extended Description:

Contract Item 3.1.1 - Meltaway Ice Melter Blend Blue Dye Indicator (or Equal)
50LB Bag- EMERGENCY DELIVERY (2 Business Days). See Exhibit "B" for facility listings by region.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	10171507			EA	\$31.50
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Urea (50LB Bag)- Standard Delivery

Extended Description:

Contract Item 3.1.2 - UREA 46-0-0 CAS Number 57-13-6 (or Equal)
50LB Bag- Standard DELIVERY (3 to 5 Business days). See Exhibit "B" for facility listings by region.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	10171507			EA	\$34.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Urea (50LB Bag)- EMERGENCY Delivery

Extended Description:

Contract Item 3.1.2 - UREA 46-0-0 CAS Number 57-13-6 (or Equal)
50LB Bag- EMERGENCY DELIVERY (2 Business days). See Exhibit "B" for facility listings by region.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	46161506			EA	\$7.75

Service From	Service To	Service Contract Amount
		0.00

Commodity Line Description: Ice Melt-Calcium Chloride Blend(20LB BAGS)-Standard Delivery

Extended Description:

Contract Item 3.1.3 - Scotwood Industries Road Runner Ice Melt (or Equal)
20LB Bag- STANDARD DELIVERY (3 to 5 Business Days). See Exhibit "B" for facility listings by region.

	Document Phase	Document Description	Page
ADJ2500000001	Final	Open-End Contract for Ice Melter and Urea	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



STATE OF WEST VIRGINIA
OFFICE OF THE ADJUTANT GENERAL
1703 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1085

October 7, 2025

ATTN: Steve Shallcross, Director of Purchasing
Liberty Distributors, Inc.
6015 National Road
Triadelphia, WV 26059

REF: AMA ADJ2500000001 - Change Order No. 1 – Ice Melter & Urea for WV National Guard Facilities

Dear Mr. Shallcross:

Our current contract expired on October 8, 2025. If you agree to renew the original contract prices according to all terms, conditions, and specifications contained in the original contract and all authorized change orders for the period noted below, please sign and date at the bottom of this document.

Effective Date of renewal: October 9, 2025 to October 8, 2026.

Renewals remaining: 2

Stephen Shallcross
(Authorized Signature)

10-15-25
(Date)

If you have any questions regarding this request for documentation, please contact me.

Sincerely,

Cara M. Suppa

Cara M. Suppa
Procurement Analyst, MCA
WV ADJ GEN/WVMA
304-561-6481

EXHIBIT A: Pricing Page
ARFQ ADJ25*05 - WV NATIONAL GUARD ICE MELTER & UREA

CONTRACT ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (EA)	UNIT PRICE	EXTENDED AMOUNT
Item No. 3.1.1	Meltaway Ice Melter Blend Blue Dye Indicator (or Equal)			
	Mfg. _____ Model No. _____			
	Lbs. per Bag: 50 Bags per skid/pallet: <i>49</i>			
	Standard (3-5) Business Day Delivery	1000	<i>10.30</i>	\$ 10,300
	Emergency (2) Business Day Delivery	80	<i>11.75</i>	\$ 940
Item No. 3.1.2	UREA 46-0-0 CAS Number 57-13-6 (or Equal)			
	Mfg. _____ Model No. _____			
	Lbs. per Bag: 50 Bags per skid/pallet: <i>40</i>			
	Standard (3-5) Business Day Delivery	320	<i>31.50</i>	\$ 10,080
	Emergency (2) Business Day Delivery	40	<i>34.00</i>	\$ 1,360
Item No. 3.1.3	Scotwood Industries Road Runner Ice Melt (or Equal)			
	Mfg. _____ Model No. _____			
	Lbs. per Bag: 20 Bags per skid/pallet: <i>100</i>			
	Standard (3-5) Business Day Delivery	100	<i>7.75</i>	\$ 775
Freight/Delivery	Freight / Delivery Costs to be included in unit prices quoted		GRAND TOTAL	\$ 23,455
	Bidder / Vendor Name: <i>Liberty Distributors</i>	Phone: <i>304-547-0414</i>	<i>X157</i>	
	Address: <i>6015 NATIONAL Rd TRIADAPLHIA, WV</i>	E-mail: <i>steves@libertydistributors.com</i>		
	Authorized Signature: <i>Steve Shallewa</i>	Title: <i>DIRECTOR OF PURCHASING</i>		

Exhibit B

REGION I

Brooke	Monongalia
Calhoun	Ohio
Doddridge	Pleasants
Gilmer	Richie
Hancock	Tyler
Harrison	Wetzel
Marion	Wirt
Marshall	Wood

REGION II

Boone	Mason
Cabell	Mingo
Jackson	Putnam
Kanawha	Roane
Lincoln	Wayne
Logan	

REGION III

Barbour	Morgan
Berkeley	Pendleton
Grant	Preston
Hampshire	Randolph
Hardy	Taylor
Jefferson	Tucker
Lewis	Upshur
Mineral	

REGION IV

Braxton	Nicholas
Clay	Pocahontas
Fayette	Raleigh
Greenbrier	Summers
McDowell	Webster
Mercer	Wyoming
Monroe	

REGION I

Harrison 5 Armory Road, Clarksburg, WV 26301
1000 Fixed Wing Drive, Bridgeport, WV 26330
Wilburn Hangar, 1000 Fixed Wing Drive, Bridgeport WV

Marion 201 Artillery Drive, Fairmont, WV 26554

Marshall 1501 9th Street, Moundsville, WV 26041

Monongalia 90 Army Band Way, Morgantown, WV 26505

Ohio 538 Girty's Point Road, Wheeling, WV 26003

Wood 285 Aviation Drive, Williamstown, WV 26187
1500 Blizzard Drive, Parkersburg, WV 26101
387 Aviation Drive, Williamstown, WV 26187

REGION II

Jackson 8832 Pt. Pleasant Road, Millwood, WV 25262

Kanawha 1707 Coonskin Drive, Charleston, WV 25311
100 Memorial Tunnel Place, Gallagher, WV 25083
605 26th Street, Dunbar, WV 25064
5 Armory Way, St. Albans, WV 25177
1679 Coonskin Drive, Charleston, WV 25311 (WV Air Guard)

Logan 361 22 Mine Road, Holden, WV 25625

Mason 4194 Ohio River Road, Pt. Pleasant, WV 25550

Putnam 110 Army/Navy Drive, Red House, WV 25168
111 Army/Navy Drive, Red House, WV 25168
160 Jacobson Drive, Poca WV 25159

Wayne 2194 Booth Drive, Kenova, WV 25330

REGION III

Berkeley	2096 Kelly Island Road, Martinsburg, WV 25401	
	1315 Airport Road, Martinsburg, WV 25405	
	731 Novak Drive, Martinsburg, WV 25405	
	222 Sabre Jet Blvd, Martinsburg, WV 25405	(WV Air Guard)
Hardy	157 Freedom Way, Moorefield, WV 26836	
Preston	1001 Army Road, Camp Dawson, Kingwood, WV 26537	
	12597 River Road, Kingwood, WV 26537	
Randolph	201 Caisson Drive, Belington, WV 26250	
Upshur	929 Brushy Fork Road, Buckhannon, WV 26201	
	50 Armory Road, Buckhannon, WV 26201	

REGION IV

Braxton	62 John O. Frame Drive, Gassaway, WV 26624	
Fayette	409 Wood Mountain Road, Glen Jean, WV 25846	
	406 Fayette Pike, Montgomery WV 25136	
Greenbrier	635 Industrial Park Road, Maxwelton, WV 24957	
Mercer	2915 Old Bramwell Road, Bluefield, WV 24701	
Nicholas	3 Armory Way, Summersville, WV 26651	

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 the initial contract term extends until a period of one (1) year _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. 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.

17. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document 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.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

34. 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.

35. 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 an y 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

38. 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.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

40. 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 hearth, 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:

c. 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

d. 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.

41. 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.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Liberty DISTRIBUTORS, INC.
(Company)

Steve Shallcross
(Signature of Authorized Representative)

Steve SHALLCROSS, Director of Purchasing
(Printed Name and Title of Authorized Representative)

10/3/24
(Date)

50-828-9920 304-547-0490
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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.

Liberty Distributors, INC.
Company

Steve Shalcross
Authorized Signature

10-3-24
Date

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

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia National Guard, Construction and Facilities Management Office to establish an open-end contract for Snow and Ice Melting Chemicals and Urea to be used at National Guard facilities across the state.

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 Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State With goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item #1- Meltaway Ice Melter Blend Blue Dye Indicator, or Equal**
 - 3.1.1.1 Ice melt product must be environmentally safe to aquatic species and to vegetation.

 - 3.1.1.2 Ice melt product must contain a corrosion inhibitor to reduce potential damage to metal and concrete surfaces.

 - 3.1.1.3 Ice melt product must be active and effective to temperatures as low as 0 degrees F (-18 degrees C) minimum.

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

3.1.1.4 Ice melt product must be provided in #50 LB bags, and vendor must ship and/or deliver product in less than full pallet quantities if requested.

3.1.1.5 Vendors submitting products to be considered as “or equal” should provide manufacturer’s Material Safety Data Sheet (MSDS) with bid submission or promptly provide it upon agency request.

3.1.2 Contract Item #2 - Urea 46-0-0 CAS Number 57-13-6, or Equal

3.1.2.1 Urea must contain the following active ingredients- Urea CAS # 57-13-6/ 96.6-97.6 %, Biuret ($\text{H}_2\text{NCONHCONH}_2$) CAS # 108-19-0/ 1.0-1.5%, Water CAS # 7732-18-5/0.1-0.4%.

3.1.2.2 Urea must be non-Chloride and non-corrosive to metals.

3.1.2.3 Urea must be provided in #50 LB bags, and vendor must ship and/or deliver product in less than full pallet quantities if requested.

3.1.2.4 Vendors submitting products to be considered as “or equal” should provide manufacturer’s Material Safety Data Sheet (MSDS) with bid submission or promptly provide it upon agency request.

3.1.3 Contract Item #3 - Scotwood Industries Road Runner Ice Melt, or Equal

3.1.3.1 Ice melt must be the combination of Calcium Chloride pellet, Magnesium Chloride pellet, and Sodium Chloride.

3.1.3.2 Ice melt must have a minimum melting point of -15 degrees F.

3.1.3.3 Ice melt must be provided in #20 LB bags, and vendor must ship and/or deliver product in less than full pallet quantities if requested.

3.1.3.4 Vendors submitting products to be considered as “or equal” should provide manufacturer’s Material Safety Data Sheet (MSDS) with bid submission or promptly provide it upon agency request.

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by entering their price per #50LB bag for Ice Melt for Contract Item No. 3.1.1 (**this price must include all freight, shipping and handling charges**) then extend that price per the estimated quantity noted on the pricing page. The vendor must state a unit price and extend it for both Standard 3-5 day delivery as well as for Emergency 2 day delivery for Contract item No. 3.1.1.

Vendor must also enter their price per #50LB bag for Urea for Contract Item No. 3.1.2 (**this price must include all freight, shipping and handling charges**) then extend that price per the estimated quantity noted on the pricing page. The vendor must state a unit price and extend it for both Standard 3-5 day delivery as well as for Emergency 2 day delivery for Contract item No. 3.1.2.

Vendor must also enter their price per #20LB bag for Ice Melt-Calcium Chloride Blend for Contract Item No. 3.1.3 (**this price must include all freight, shipping and handling charges**) then extend that price per the estimated quantity noted on the pricing page. The vendor must state a unit price and extend it for both Standard 3-5 day delivery for Contract item No. 3.1.3. Vendor must then total the five (5) extended line amounts and enter the grand total cost in the space provided.

The grand total will be utilized to determine the low bidder and the contract award as noted in Section 4.1 Contract Award. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

If a Vendor is submitting an electronic bid, Vendor **MUST** complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

The Pricing Pages (Exhibit A) contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

any individual item is guaranteed or implied and these estimates are for contract award purposes only and may not be an exact quantity of any item to be ordered.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Please submit invoices to the following:

**WV Army National Guard
Attn: Accounts Payable
1707 Coonskin Drive
Charleston, WV 25311**

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within three to five (3 to 5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.6 Delivery Locations:** Please see attached **Exhibit B** for a list of delivery locations across the state. The list is divided into 4 Regions, the counties in each Region are listed first, then, each delivery location is listed by county.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Snow and Ice Melting Chemicals and Urea

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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: Steve SHANICROSS

Telephone Number: 800-828-9920

Email Address: Stevens@libertydistributors.com

You are viewing this page over a secure connection. Click here for more information.

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

LIBERTY DISTRIBUTORS, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	11/13/1987		11/13/1987	Domestic	Profit			

Organization Information			
Business Purpose	4241 - Wholesale Trade - Wholesale Trade, Nondurable Goods - Paper and Paper Product Merchant Wholesalers (printing, writing, stationery, office supplies)		Capital Stock 5000.0000
Charter County	Ohio	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	50.000000
Authorized Shares	100	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	6015 NATIONAL ROAD TRIADELPHIA, WV, 26059
Mailing Address	PO BOX 498 TRIADELPHIA, WV, 26059 USA
Notice of Process Address	F. MARK PELUCHETTE PO BOX 498 TRIADELPHIA, WV, 26059
Principal Office Address	6015 NATIONAL ROAD TRIADELPHIA, WV, 26059 USA
Type	Address

Officers	
Type	Name/Address
Incorporator	F. MARK PELUCHETTE 415 N. FRONT ST. WHEELING, WV, 26003 USA
President	F. MARK PELUCHETTE 108 HERITAGE WAY WHEELING, WV, 26003
Secretary	JOEL PELUCHETTE 191 CHAPEL ROAD WHEELING, WV, 26003
Vice-President	NATHAN PELUCHETTE 120 SENECA ROAD WHEELING, WV, 26003
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
LIBERTY SCRAPBOOK SUPPLY	TRADENAME	5/16/2007	
DBA Name	Description	Effective Date	Termination Date

Annual Reports

Filed For
2025
2024
2023
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2018
2017x
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Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, October 15, 2025 — 8:25 AM

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LIBERTY DISTRIBUTORS INC

Unique Entity ID YAVVY56S2PL9	CAGE / NCAGE 04UU3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 20, 2026	
Physical Address 6015 National RD Triadelphia, West Virginia 26059-2042 United States	Mailing Address PO Box 498 Triadelphia, West Virginia 26059 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District West Virginia 02	State / Country of Incorporation West Virginia / United States	URL www.libertydistributors.com

Registration Dates

Activation Date Aug 22, 2025	Submission Date Aug 20, 2025	Initial Registration Date Aug 3, 2023
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Entity Dates

Entity Start Date Aug 27, 1987	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 04UU3
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Points of Contact

Electronic Business

♀ Bobbie Jo Cumberledge, A/R Specialist	6015 National Road Triadelphia, West Virginia 26059 United States
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Government Business

♀ Deron Nicholls, Director of Facility Supplies Sales	6015 National Road Triadelphia , West Virginia 26059 United States
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PAUL M PELUCHETTE	6015 National Road Triadelphia, West Virginia 26059 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	423840	Industrial Supplies Merchant Wholesalers
	321920	Wood Container And Pallet Manufacturing
	322211	Corrugated And Solid Fiber Box Manufacturing
	322212	Folding Paperboard Box Manufacturing
	322219	Other Paperboard Container Manufacturing
	322220	Paper Bag And Coated And Treated Paper Manufacturing
	322230	Stationery Product Manufacturing
	322291	Sanitary Paper Product Manufacturing
	322299	All Other Converted Paper Product Manufacturing
	325520	Adhesive Manufacturing
	325611	Soap And Other Detergent Manufacturing
	325612	Polish And Other Sanitation Good Manufacturing
	325613	Surface Active Agent Manufacturing
	325620	Toilet Preparation Manufacturing
	423850	Service Establishment Equipment And Supplies Merchant Wholesalers
	424110	Printing And Writing Paper Merchant Wholesalers
	424120	Stationery And Office Supplies Merchant Wholesalers
	424130	Industrial And Personal Service Paper Merchant Wholesalers
	424690	Other Chemical And Allied Products Merchant Wholesalers

Disaster Response

This entity does not appear in the disaster response registry.



DEBARRED AND SUSPENDED VENDOR LIST

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended Vendor Lists

[A++](#) | [A](#) | [A-](#)

[Translate](#) (Must switch browser to Chrome or Firefox)

[Select Language](#) | ▼

Pursuant to *West Virginia Code* §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name	Vendor Address	Debarment Date	Debarment Period	Debarment Scope
Andrew P. Nichols	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537	October 13, 2017; updated April 29, 2022	Permanent	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.
Arapaho Communications LP	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Communications Management LLC	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Pipe & Supply LP	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Backwoods Trucking	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive	April 20, 2021	Permanent	All Commodities and Services

	Bradshaw, WV 24817			
Bayliss & Ramey, Inc.	145 Vaughan Drive Fraziers Bottom, WV 25082	September 28, 2017	Permanent	All Commodities and Services
Bruce E. Kenney, III	916 Vikingfield TE Chesapeake, VA 23322	October 13, 2017	Permanent	All Commodities and Services
Clark A. Diehl	P.O. Box 20003 Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services
Courtney Bowman	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Daniel R. Dennis, III	1800 Huger Street Columbia, SC 29201	October 13, 2017	Permanent	All Commodities and Services
Dennis Corporation	1800 Huger Street Columbia, SC 29201	September 28, 2017	Permanent	All Commodities and Services
Deniz Erdinc	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Gerry E. Barton	Route 1, Box 185 Valls creek, WV 24815	February 23, 2011	Permanent	All Commodities and Services
Jack M. Kidd	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services

James Travis Miller	65 Summit Ridge Road Hurricane, WV 25526	October 13, 2017	Permanent	All Commodities and Services
John Derek Riffe	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879	August 18, 2021	Permanent	All Commodities and Services
Joyce Matney	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
KGH Development Inc.	840 Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Lighthouse Sourcing Solutions, LLC	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Mark Rudolph Whitt	380 Cannery Lane Winfield, WV 25213	October 13, 2017	Permanent	All Commodities and Services
May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.	1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.	17326 Edwards Road Ste. A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services

Mountaineer Trucking	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
Nancy Kennedy	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
Planet Cellular Inc.	13909 Bettencourt St. Cerritos, CA 90703	September 8, 2022	Permanent	All Commodities and Services
RNCR Trucking	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Russel Radach	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Steven Hull	P.O. Box 434 Jane Lew, WV 26378	September 14, 2018	Permanent	All Commodities and Services
VMK/JMK Investment Holding LLC	400 Willow Glen Drive El Paso, TX 79922	June 10, 2022	Permanent	All Commodities and Services
Wallpapers In Stock, Inc.	1600 Kanawha Boulevard, West Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services

Buying with Purpose—Delivering Value

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Hours of Operation 8:15 a.m. - 4:30 p.m. (excluding holidays and weekends)

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