



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

## Request for Quotation

RFQ NUMBER

FLT12004

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

\*709063754 304-766-6155  
MAACO COLLISION REPAIR AUTO RE  
6124 MCCORKLE AVE SW

ST ALBANS WV 25177

DEPARTMENT OF ADMINISTRATION  
FLEET MANAGEMENT OFFICE  
2101 WASHINGTON STREET, EAST  
BUILDING 17  
CHARLESTON, WV  
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE:

11/03/2011

BID OPENING TIME

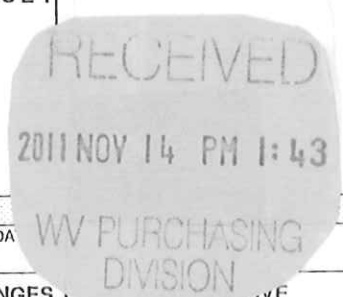
01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		255-45		
DECAL INSTALLATION AND REMOVAL						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH THE INSTALLATION AND REMOVAL OF DECALS FOR FLEET VEHICLES PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON OCTOBER 14, 2011 AT 2:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DA
TITLE	FEIN	ADDRESS CHANGES

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





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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 19, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION</p>						

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OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.: <i>FLT 12004</i>						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 <i>IX</i> ...						
NO. 2 <i>IX</i> ...						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

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<p>..... SIGNATURE MAACO Collision Repair &amp; Auto Painting COMPANY 11/14/11 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

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	<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>					

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<p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: FLT12004</p> <p>BID OPENING DATE: 11/03/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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**REQUEST FOR QUOTATION  
FLEET MANAGEMENT OFFICE  
INSTALLATION AND REMOVAL OF VEHICLE DOOR MARKINGS – FLT12004**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Administration, Fleet Management Office, hereinafter referred to as "FMO", to establish a contract for the installation and removal of vehicle vinyl door markings, hereinafter referred to as "decal".

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference shall be conducted on 14 October, 2011 at 2:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Third Floor Conference Room, Charleston West Virginia 25305.

All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

**PURPOSE**

West Virginia Code of State Rules (CSR) §148-3-5 Leasing of Vehicles- Generally, Section 5.5. Beginning with Model Year 2011 and thereafter, state owned and long-term leased vehicles shall be clearly and permanently marked with either the seal of the State of West Virginia or the seal or insignia of a state agency, board, or commission.

To comply with the CSR requirement, the FMO is soliciting for a Vendor/s to permanently install and remove vehicle vinyl decals.

FMO estimates that 1,000 decals (one per front driver side and one front passenger side doors) will require installation annually.

**1.0 DEFINITIONS**

The below terms shall be herein defined as:

A. "Agency" – Any entity seeking goods and services under this "Contract."

B. "CSR" – Code of State Rules

C. "Greater Charleston Area" – Any location within thirty one-way miles from the Fleet Management Office located at 2101 Washington Street East, Charleston, WV 25305.

D. "Installer" – The Vendor responsible for the permanent installation of vehicle decals.

E. "Mandatory Requirements" – Any specification or statement containing the word "must", "shall", "will", "minimum", "maximum", or "is/are required" identify a mandatory

item or factor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State. Failure on the part of the vendor to meet any of the mandatory specifications shall result in disqualification of the bid.

F. "Vehicle Decal" – Used interchangeably with "door marking."

G. "Vendor" – The successful bidder.

## 2.0 SCOPE OF WORK

### 2.1 Background:

2.1.1 West Virginia Code of State Rules §148-3-5 Leasing of Vehicles- Generally, Section 5.5. Beginning with Model Year 2011 and thereafter, state owned and long-term leased vehicles shall be clearly and permanently marked with either the seal of the State of West Virginia or the seal or insignia of a state agency, board, or commission. The seal shall be produced from reflective material, affixed to the body of the vehicle, and be at least twelve inches in diameter or size from the top left corner to the bottom right corner of the seal or insignia. Each vehicle will be clearly marked with two-inch high lettering above and below the seal. The lettering above the seal shall include the words "State of West Virginia" and shall not be abbreviated. The lettering below or included in the seal or insignia of a state agency, board, or commission shall include the name of the state agency, board, or commission owning or leasing the vehicle and may be abbreviated or continued on multiple lines. Additional distinctive vehicle markings may be added at the discretion of the assigned cabinet-level Secretary.

2.1.2 The vehicles may be located throughout the state.

2.1.3 The vehicles or equipment units described in this contract are generally: state-owned, leased, or rented sedans, trucks, vans, sport utility vehicles (passenger vehicles); and state-owned, leased, or rented cargo vehicles

The following information typifies the fleet:

Passenger Vehicles	4,300
Specialty Vehicles and Equipment	5,000

2.1.4 An example of the types of vinyl decal requiring installation or removal is provided as **Attachment A**. Other designs and relative dimensions are also possible.

2.1.5 The Fleet Management Office manages the workflow processes for the purchase, lease, and rental (short-term lease) of approximately eighteen hundred seventy (1,870) new passenger or specialty vehicles

annually.

- 2.1.6 Balances are paid in full monthly.
- 2.1.7 The State's standard payment terms are Net 30.
- 2.1.8 The State is exempt from Federal Excise Tax and State taxes.
- 2.1.9 This contract will not be used to obtain or procure vehicle decals. FMO currently uses West Virginia Correctional Industries to produce its decals (first right of refusal). If additional manufacturing capacity becomes necessary, a separate RFQ for manufacturing vehicle decals will be initiated.
- 2.1.10 FMO will provide the Vendor with advance notification to schedule decal installation. Notification will normally be five workdays for installations or removals occurring in the greater Charleston area and ten workdays for installations and removal outside the greater Charleston area.
- 2.1.11 FMO will provide the Vendor with vehicle vinyl decals and an order form that identifies the vehicle VIN and specific decals to be installed.

## 2.2 Required Products and Services

### 2.2.1 Vehicle decal installation:

- 2.2.1.1 Vendor must install vehicle decals provided by FMO.
- 2.2.1.2 Installation of vehicle decals will be permanent through the use of adhesives approved for use on vehicles (no petroleum distillates) or through the use of peel-back vehicle decal adhesives.
- 2.2.1.3 FMO will provide vehicle decals in such dimensions as to cover a portion of the vehicle front side driver and front side passenger doors. Vehicle decals must be affixed to the vehicle in such a way that the State Seal or other authorized equivalent is centered on the doors, both vertically and horizontally. Decals will not extend above the door weather stripping, door trim, or below the bottom of the door.
- 2.2.1.4 Vendor must have the ability to install vehicle decals during periods of inclement weather (outside the manufacturer suggested temperature and weather condition ranges).
- 2.2.1.5 The Vendor will coordinate with the FMO for permission and transport vehicles to and from the vehicle's current

location to an alternate installation location during periods of inclement weather.

- 2.2.1.6 Vehicle drivers must possess a valid West Virginia driver's license.
- 2.2.1.7 Vendor must provide a current (within 30 days of contract award and annually thereafter) DMV-provided Driver Record for each employee that will be driving state vehicles to the FMO. FMO will evaluate each Driver Record and approve or disapprove authorization to operate state vehicles. Operation of state vehicles by employees prior to or without FMO authorization will result in immediate contract termination
- 2.2.1.8 Vehicle decals must be installed without trapped air (air bubbles), stretching, or improperly aligned (crooked). FMO will make quality inspections from time-to-time. Vehicles that fail to meet this standard will have the decal removed by the Vendor and new decal installed. The Vendor will reimburse FMO for the decal in the form of a credit (\$30 per decal requiring replacement) and installation of the new decal will be at no cost to FMO.
- 2.2.1.9 Vendor must be able to install decals at a rate of one decal every 15 minutes, excepting for travel (up to 30 minutes) and drying time (up to 60 minutes) during periods of inclement weather. Orders placed by FMO with the vendor must be successfully completed within three workdays unless an extension is granted by FMO. Extensions granted by FMO will be in writing and include an extension control number for the Vendor's records.
- 2.2.1.10 Failure by the Vendor to obtain an extension control number from FMO or to successfully complete order(s) placed by FMO within three workdays will result in a penalty equal to the per-decal awarded price for each decal the Vendor fails to install within the three workdays allowed by the contract. For example:

Awarded rate per-decal: \$10  
 Decal installs ordered by FMO: 20 (10 vehicles)  
 FMO extension control number issued: none  
 Installations completed on-time 10 (five vehicles)  
 Vendor invoice reflects 20 decals installed - \$200  
 Vendor invoice reflects "penalty" for 10 decals - (\$100)  
 Total payment due reflected on invoice - \$100

2.2.1.11 Vendor is responsible for preparing the vehicle for decal installation.

2.2.1.12 Vendor must have the ability to perform installations throughout the State of West Virginia.

## 2.2.2 Vehicle Decal Removal:

2.2.2.1 Vendor must remove vehicle decals in a manner that will not result in damage to the vehicle.

2.2.2.2 Vendor must have the ability to remove vehicle decals during periods of inclement weather (outside the manufacturer suggested temperatures and weather conditions).

2.2.2.3 The Vendor will coordinate with the FMO for permission and transport vehicles to and from the vehicles current location to an alternate decal removal location during periods of inclement weather.

2.2.2.4 Vehicle drivers must possess a valid West Virginia driver's license.

2.2.2.5 Vendor must provide a current (within 30 days of contract award and annually thereafter) DMV-provided Driver Record for each employee that will be driving state vehicles to the FMO. FMO will evaluate each Driver Record and approve or disapprove authorization to operate state vehicles. Operation of state vehicles by employees prior to or without FMO authorization will result in immediate contract termination

2.2.2.6 Vendor must be able to remove decals at a rate of one decal every 15 minutes, excepting for travel (up to 30 minutes) and drying time (up to 60 minutes) during periods of inclement weather. Orders placed by FMO with the vendor must be successfully completed within three workdays unless an extension is granted by FMO. Extensions granted by FMO will be in writing and include an extension control number for the Vendor's records.

2.2.2.7 Failure by the Vendor to obtain an extension control number from FMO or to successfully complete order(s) placed by FMO within three workdays will result in a penalty equal to the per-decal awarded price for each decal the Vendor fails to remove within the three workdays allowed by the contract. For example:

Awarded rate per-decal: \$10  
 Decal removals ordered by FMO: 20 (10 vehicles)  
 FMO extension control number issued: none  
 Removals completed on-time 10 (five vehicles)  
 Vendor invoice reflects 20 decals removed - \$200  
 Vendor invoice reflects "penalty" for 10 decals – (\$100)  
 Total payment due reflected on invoice - \$100

2.2.2.8 Vendor is responsible for preparing the vehicle for decal removal.

2.2.2.9 Vendor must have the ability to perform removals throughout the State of West Virginia.

## 2.3 Payment and Invoicing

2.3.1 The costs quoted must match the invoice to insure timely payment.

## 2.4 Reporting

The Vendor must provide the Contract Administrator with usage reports including a summary of all decal installations and removals (regardless of dollar amount) sold under this contract including FMO name, model/part number, item description, WV-39 number, date received, order ship-date, and total amount.

## 2.5 Support

The Vendor shall maintain a support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State.

# 3.0 COST

## 3.1. Cost

3.2.1 The Vendor is required to quote a fixed price for the products and services contained in Section 2.

### 3.2.1.1 Specifically:

3.2.1.1.1 Per-decal installation inside greater Charleston area.

3.2.1.1.2 Per-decal removal inside greater Charleston area

3.2.1.1.3 Per-decal installation outside greater Charleston area

3.2.1.1.4. Per-decal removal outside greater Charleston area

3.2.2 If no fee will be imposed on the State, the Vendor must indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal Bid Sheet.

3.2.3 No separate reimbursement will be made to the Vendor for travel, or any other expense or service.

#### **4.0 ADDITIONAL REQUIREMENTS**

4.1 The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

#### **5.0 LOCAL GOVERNMENT BODIES**

5.1 The Vendor agrees to extend the prices, terms, and conditions of the bid to county, school, municipal and other government bodies, and the bid shall extend to political subdivisions of the State of West Virginia.

# State of West Virginia

**FLT12004**

## VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: MNACO Collision Repair & Auto Painting Signed: Joseph D. Felix  
 Date: 11/14/11 Title: GM

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

FLT12004

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

## DEFINITIONS:

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

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

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

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

## WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mango Collision Repair & Auto Painting

Authorized Signature: Joseph D. Deluca Date: 11-14-11

State of WV

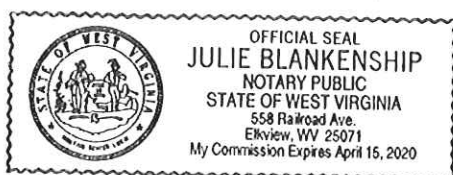
County of Kanawha, to-wit:

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

My Commission expires April 15, 2020.

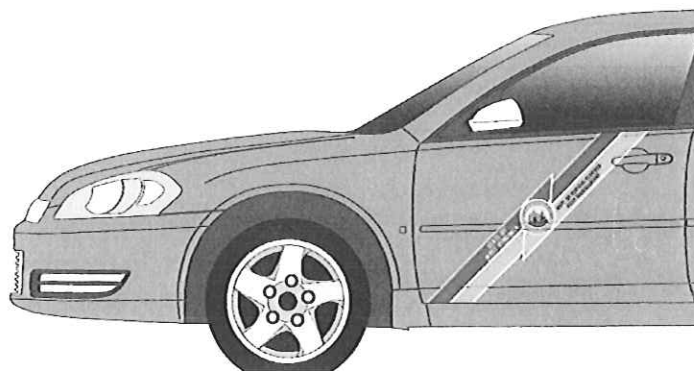
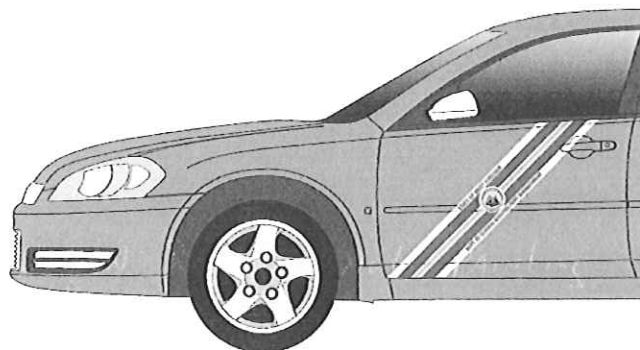
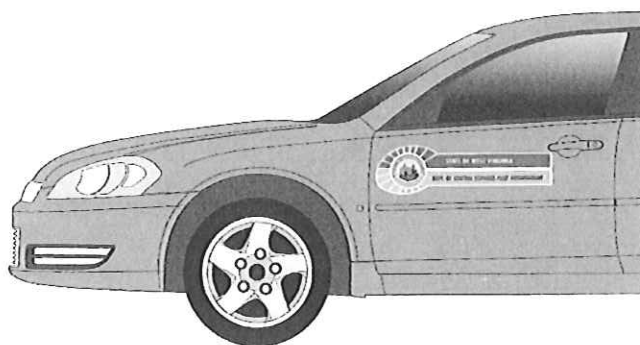
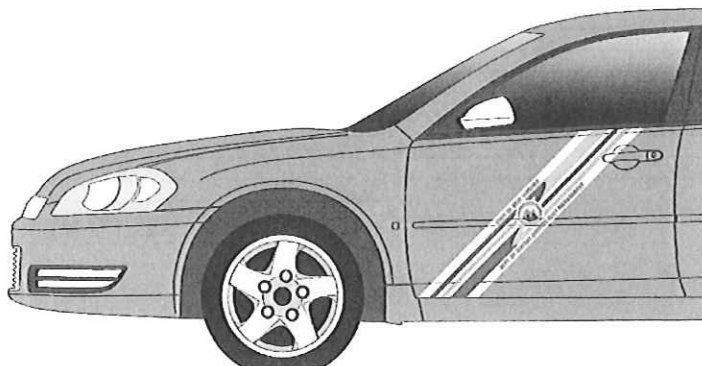
AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 12/15/09)

## ATTACHMENT A: EXAMPLE VINYL DECAL DESIGNS



## FLT12004 Cost Sheet

	Unit Cost (Per Decal)	Estimated Quantity	Extended Cost
Decal Installation inside greater Charleston Area	\$55.00	1,000	\$55,000.00
Decal Removal inside greater Charleston Area	\$50.00	1,000	\$50,000.00
Decal Installation outside greater Charleston Area	\$62.50	1,000	\$62,500.00
Decal Removal outside greater Charleston Area	\$52.50	1,000	\$57,500.00

**TOTAL:**

\$225,000.00

**Notes:**

1.) The quantities provided are for bid evaluation purposes only. Actual quantities may be more or less at the discretion of the Agency.

**VENDOR NAME:**

Point of Contact Name:

Point of Contact Phone:

Point of Contact Fax:

Point of Contact Email:

Maaco Collision Repair & Auto Painting  
J D Lile  
(304) 766-6155  
(304) 766-6157  
jdlile@suddenlink.net