



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  
 FLT12014

PAGE  
 1

*Scanned 2/21/2012*

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

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Network Fleet  
 6363 Greenwich Drive  
 Suite 200  
 San Diego, CA 92122

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PURCHASING DIVISION  
 FLEET MGMT UNIT (IN CARE OF)  
 SURPLUS PROPERTY  
 2700 CHARLES AVENUE  
 DUNBAR, WV  
 25064 304-766-2626

DATE PRINTED 01/05/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/08/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
<p>LEASE OF AUTOMATIC VEHICLE LOCATION DEVICES</p> <p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>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 LEASE OF AUTOMATIC LOCATION DEVICES (AVL'S) DATA TRANSMISSION SERVICES, ANCILLARY EQUIPMENT, AND BROWSER CLIENT-SERVER APPLICATION PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JANUARY 20, 2012 AT 1:00 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.</p> <p>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</p>						



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 2012 FEB -8 A 11: 56  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

**INSTRUCTIONS TO BIDDERS**

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PURCHASING DIVISION  
 FLEET MGMT UNIT (IN CARE OF)  
 SURPLUS PROPERTY  
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 25064 304-766-2626

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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE 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 JANUARY 24, 2012 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</p>						

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<p>STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p>						

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..... SIGNATURE ..... COMPANY ..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.  REV. 09/21/2009  EXHIBIT 3  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.  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.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						
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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN 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>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<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.: FLT12014</p> <p>BID OPENING DATE: 02/08/2012</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> <p>-----</p>						

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***** THIS IS THE END OF RFQ FLT12014 ***** TOTAL: _____						

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**REQUEST FOR QUOTATION  
AUTOMATIC VEHICLE LOCATION (AVL) DEVICES AND SERVICES LEASE -  
FLT120014/OT2012-211**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "Purchasing Division", is soliciting bids for the Fleet Management Office, hereinafter referred to as "FMO", to establish a Contract to lease automatic vehicle location (AVL) devices, data transmission services, accessories, and ancillary equipment for use on state vehicles owned, leased, rented, operated, managed or administered by FMO. This Contract will not be used to lease cell phones or cell phone accessories.

**1 MANDATORY PRE-BID CONFERENCE:**

- 1.1 A mandatory pre-bid conference shall be conducted on 20 January 2012 at 1:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston, West Virginia 25305.

**2 PURPOSE:**

- 2.1 The purpose of this RFQ is to request bids from responsible Vendors with the intent to award a month-to-month lease Contract to provide automatic vehicle location devices, data transmission services, accessories, and ancillary equipment for use on State vehicles or by state employees.
- 2.2 The State presently utilizes approximately 500 AVL devices and approximately 1,200 data devices (Blackberries, Treos, I-Phone, I-Pad, and similar data devices). FMO plans to increase the number of AVL-equipped vehicles over the standard life of the Contract (subject to appropriation). Estimated quantities by equipment type are provided in the Bid Response Cost Sheet.

**3 DEFINITIONS:**

The below terms shall be herein defined as:

- A. **"Agency"**: Any entity seeking goods/services under this "Contract".
- B. **"Ancillary equipment"**: Ancillary equipment includes devices or components that are interoperable with AVL devices or support AVL browser client-server application and provide an audible or visual signal to the vehicle driver, e.g., Tom-Tom, Garmin (or equivalent) GPS devices with turn-by-turn directions; Green Road (or equivalent) with red, amber, green light and audible beep or voice reminders (accelerometer and gyroscopic alerts, etc.); DriveCam (or equivalent) forward and rearward facing video capture; radio frequency identification devices, e.g., Inverse, Fuel Master, Zonar (or

equivalents) to record vehicle utilization, fuel use, and compliance with Federal inspection standards.

- C. **“Basic equipment with diagnostics”**: Basic equipment with engine diagnostic capabilities are powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- D. **“Basic equipment without diagnostics”**: Basic equipment without engine diagnostics are powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- E. **“Asset tracker”**: A telematic device that that can be self-powered or powered by a vehicle or ancillary equipment; has no diagnostic capability; can be permanently affixed to an asset, temporarily affixed, or hand-carried; and can be a data logger (see “Data logger” below).
- F. **“Automatic vehicle location (AVL) device”**: Automatic vehicle location devices (also referred to as telematic devices) are used to log data about a vehicle, asset, or employee and transfer information as data over a distance without the use of enhanced electrical conductors or wires.
- G. **“Contract”**: the binding agreement that is entered into between the State of West Virginia and Vendor(s) to provide the services as herein specified.
- H. **“CDMA” or “Code Division Multiple Access”**: A competing cell phone service technology to GSM, which is the world’s most widely used cell phone standard.
- I. **“Data logger”**: Any device capable of storing data during periods of intermittent or no data service availability and later transmitting that data when data service is restored to a hub, host, or browser client-server AVL application.
- J. **“Data Roaming”**: Data roaming will apply only when the user is outside of the “home area/local data transmission footprint”. Roaming is defined as the

area beyond the bordering counties in adjoining states within the continental United States.

- K. **“DSP”**: Data transmission service plan
- L. **“ECU”**: Engine Control Unit
- M. **“GPS”**: Global Positioning System
- N. **“GPSR”**: Global Positioning System Receiver
- O. **“Home area/local data transmission footprint”**: Geographic West Virginia, and bordering counties located in adjoining states, will be considered the “home area”, or local data transmission footprint, for all services related to this RFQ.
- P. **“J-1708/J-1939”**: The standard schema used for serial communications between ECUs on heavy-duty vehicles and also between a computer and the vehicle.
- Q. **“Manufacturer”**: the company who produces the equipment.
- R. **“OBD-II”**: On-board Diagnostic vehicle computer. The OBD-II specification provides for a standardized hardware interface—the female 16-pin (2x8) J1962 connector.
- S. **“Ping rate”**: The intervals or frequency of data transmission by the AVL device during a 60-minute period.
- T. **“Roaming Cost”**: Charges that apply only when the user is outside of the “home area/local data transmission footprint”. Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.
- U. **“SAE”**: Society of Automotive Engineers
- V. **“Sets/kits/outfits”**: Additional hardware, adapters, or manufacturer-specific tools necessary to install AVL device or ancillary equipment.
- W. **“State”**: The State of West Virginia and any of its agencies, boards, commissions, or other subdivisions.
- X. **“Vendor(s)”**: The successful bidder(s). Section 7.0, provides additional detail on multiple award procedures.

#### **4 SCOPE OF WORK:**

**4.1 AVL Device Categories:** Vendor must lease one or more item or service from the following AVL device categories to FMO. Cost of leasing an item or service from a device category must be identified on the Cost Proposal Bid Sheet.

4.1.1 Employee tracking device (key fob) with panic feature

4.1.2 Data logger without engine diagnostics

4.1.3 Data logger with visual/audible driver alerts and engine diagnostics

4.1.4 Data logger with video capture and without engine diagnostics

#### **4.2 AVL Device Category Requirements:**

4.2.1 Any lease of an AVL Device Category shall include:

4.2.1.1 A statewide AVL device data transmission service plan based on a device “ping” interval rate of five (5) minutes, and

4.2.1.2 A browser client-server application that can be used to pinpoint the location of an AVL device, provide real-time reporting, modify organizational hierarchy/device/employee, use dynamic application filtering, and ad-hoc reporting interface including breadcrumb, geofence, landmark, odd-hours, inspection compliance (RFID equipped vehicle) etc.

4.2.2 AVL device data transmission services shall include:

4.2.2.1 Logging and retention of data,

4.2.2.2 Wireless transmission of data,

4.2.2.3 Browser client-server application services,

4.2.2.4 CDMA or GPRS data transmission, and

4.2.2.5 Data transmission service plan.

4.2.3 AVL devices, ancillary equipment, and accessories shall include:

- 4.2.3.1 OBD-II and SAE J-1708/J-1939 schema compliance,
  - 4.2.3.2 Maintenance, and
  - 4.2.3.3 Support services.
- 4.2.4 Any purchase of a device from an AVL Device Category shall include a basic equipment package for month-to-month lease to the State. The basic equipment package shall include:
- 4.2.4.1 A state-selected AVL device,
  - 4.2.4.2 Mounting sets/kits/outfits,
  - 4.2.4.3 External antenna if required by the device,
  - 4.2.4.4 Ancillary equipment,
  - 4.2.4.5 Battery for asset and employee tracker,
  - 4.2.4.6 Alternating current (AC) car adapter/charger for asset and employee tracker,
  - 4.2.4.7 Device installation, and
  - 4.2.4.8 User manual.
- 4.2.5 Basic equipment with engine diagnostic capabilities shall be powered by the vehicle and include:
- 4.2.5.1 Engine on/off detection,
  - 4.2.5.2 Accelerometer,
  - 4.2.5.3 Gyroscope,
  - 4.2.5.4 Geospatial location capability,
  - 4.2.5.5 Interoperability with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc., and

4.2.5.6 Interoperability with other monitoring AVL devices allowing for the logging of diverse vehicle functions, e.g., door open/closed, plow up/down, seatbelt on/off, etc.

4.2.6 Basic equipment without engine diagnostics will be powered by:

4.2.6.1 The vehicle,

4.2.6.2 Self-contained device battery, and

4.2.6.3 Car charger.

4.2.7 Basic equipment without engine diagnostics will include:

4.2.7.1 Accelerometer,

4.2.7.2 Gyroscope,

4.2.7.3 Geospatial location capability,

4.2.7.4 Interoperability with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc., and

4.2.7.5 Interoperability with other monitoring AVL devices allowing for the logging of diverse vehicle functions, e.g., door open/closed, plow up/down, seatbelt on/off, etc.

#### **4.3 Vendor(s) shall provide the following services at no additional cost.**

4.3.1 For data loggers with engine diagnostics: Browser client-server application for real-time reporting of device location, stop-detail, speed, fuel economy or use, odometer, vehicle inspection compliance (RFID equipped vehicle) and engine diagnostic codes. Additional functionality to modify organizational hierarchy/device/driver, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.

4.3.2 For data loggers without engine diagnostics: Browser client-server application for real-time reporting of device location, vehicle inspection compliance (RFID equipped vehicle) and stop-detail. Additional functionality to modify organizational hierarchy/device/employee, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.

4.3.3 No roaming charges or fees for data transmission service plans within West Virginia and the bordering counties of adjoining states.

4.3.4 Upgrades or downgrades to service plans by FMO as needed, with no limits.

4.3.5 Cancellation of service at the end of the regular billing cycle without early termination fees.

#### **4.4 AVL Device Activation:**

4.4.1 Vendor shall activate service on new AVL devices when shipped.

#### **4.5 Application Security:**

4.5.1 The Vendor(s)' browser client-server application must provide the ability to provide user authentication, strong passwords, action selection for a maximum number of failed logon attempts, application lock, an inactivity timeout, and certificate delivery.

### **5 REQUIREMENTS: ORDERING, LEASE SERVICE, SUPPORT, REPORTING AND BILLING**

#### **5.1 Ordering:**

5.1.1 The Vendor(s) shall provide activation of new service at no additional charge.

5.1.2 Devices must be signed for at delivery by FMO.

#### **5.2 Lease Service:**

5.2.1 The FMO plans to enter into device leasing agreements for an indefinite quantity of AVL devices in the various device categories outlined Paragraph 4.

5.2.2 Lease Agreement Requirements: The lease agreement proposed by the Vendor (hereafter referred to as SLA) should include the following requirements. Failure of the lease agreement to include the requirements listed below may result in the disqualification of Vendor's bid. The State reserves the right to require modification of the Vendor's proposed lease agreement prior to awarding the Contract.

5.2.2.1 The Vendor's lease agreement must comply with any and all constitutional, statutory, and regulatory requirements of the State of



West Virginia. Compliance may require that the WV-96 Agreement Addendum be utilized to modify the SLA. A copy of the WV-96 is attached hereto as Exhibit A.

- 5.2.2.2 Each SLA will be a separate, independent lease agreement relating solely to the device(s) named therein. Each SLA will therefore be separate and distinct from each other SLA and any other agreement between the FMO and the Vendor.
- 5.2.3 Lease payments cannot be transferred or assigned by the Lessor (hereafter referred to as Vendor) to a subcontractor, third-party payment service, assignee, or finance company without prior written approval by the Lessee (hereafter referred to as the FMO), the Purchasing Division, and the West Virginia Attorney General's Office (as to form). Such approval is at the sole discretion of FMO, the Purchasing Division, and the Attorney General's Office (as to form).
- 5.2.4 The initial term of the SLA shall be twelve (12) months. The initial term shall commence on the date that each device is delivered to the FMO. Upon expiration of the initial lease term, the SLA shall continue on a month-to-month basis until the FMO notifies the Vendor of its intent to terminate the SLA by providing notice of termination. The SLA shall terminate immediately upon FMO providing such notice.
- 5.2.5 The FMO will furnish written orders for devices to be leased, specifying make, model, and installation requirements including any required modification or upfitting (manufacturer or third party).
- 5.2.6 The FMO shall not cause any lien to be attached to any device without the prior written consent of the Vendor. Authority to sign device lease agreements on behalf of the FMO rests with the Executive Director, FMO and DOA Fleet Manager.
- 5.2.7 The FMO intends to sub-lease the devices in this Contract to other state governmental entities. In the event that FMO sub-leases any devices subject to this Contract to be used or operated by any present or future subsidiary, parent or affiliate of the FMO (hereafter referred to as "Related Governmental Entity"), The FMO agrees that notwithstanding: (a) use or operation by a Related Governmental Entity; and (b) any payment made by a Related Governmental Entity with respect to any device, all such devices shall at all times remain subject to the terms and conditions of this Contract and the FMO shall at all times retain authority under this Contract. Changes to or modifications of this Contract require approval of the FMO, Purchasing Division, and the West Virginia Attorney General' Office (as to form).

5.2.8 This Contract and any service or program described herein shall remain in effect until canceled by any party upon thirty-days written notice to the other party. Upon termination of this Contract, all SLA's in the initial term shall remain in effect until the end of the initial term unless the SLA is specifically terminated. Any SLA that is beyond the initial term shall terminate immediately upon termination of this Contract.

5.2.9 The FMO shall notify the Vendor, in writing, of any change in name, address, ownership or control of the FMO. Such notification to be supplied to the Vendor within fifteen (15) days of such change.

### **5.3 Support:**

5.3.1 Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer technical questions.

5.3.2 The successful Vendor shall be available to communicate with the Fleet Management Office on regular basis (monthly or quarterly, at FMO's discretion) to discuss the utilization of this Contract and any relevant issues

### **5.4 Reporting:**

5.4.1 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the FMO. There shall not be any additional charge or commitment for moving a device into a more appropriate data transmission service plan (greater or lesser ping rate per hour). Optimization recommendations must be communicated through a quarterly report. The FMO will use this information for evaluating AVL and ancillary equipment usage, as provided by the Vendor(s).

5.4.2 Vendor(s) shall provide to the FMO an additional monthly report that shows total bytes of usage by AVL device or ancillary equipment serial number, in addition to billing the vehicle using agencies.

### **5.5 Billing**

5.5.1 FMO shall have the ability to change data service plans on a particular AVL device at the end of the regular billing cycle without any fee or charge.

5.5.2 Billing options may include:

5.5.2.1 A separate bill per device requested.

- 5.5.2.2 Aggregate billing by geographic location.
- 5.5.2.3 Aggregate billing.
- 5.5.3 Billing at a minimum should detail, for each AVL device or ancillary equipment on that bill, the following:
  - 5.5.3.1 Vehicle number (last six-digits of VIN) or complete VIN (seventeen alpha/numeric characters)
  - 5.5.3.2 Device Number
  - 5.5.3.3 Data transmission service plan level
  - 5.5.3.4 Cost of data transmission
  - 5.5.3.5 Overage charges, if applicable
  - 5.5.3.6 Fees
- 5.5.4 Vendor(s) shall work directly with the FMO to promptly resolve billing issues.
- 5.5.5 The State will not pay activation fees, disconnection fees, early termination fees, or roaming fees (within the designated “home area”), as part of this Contract.
- 5.5.6 Vendor(s) must include, per AVL device or ancillary equipment number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate. These fees must be specifically identified in the Vendor(s)' response. The State cannot pay any fee, or surcharge that is not specifically identified as part of the Contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

## **6 PROPOSAL FORMAT**

The bid format should be as follows:

### **6.1. Cost Proposal Bid Sheet**

- 6.1.1 The Vendor is required to quote a fixed price fee for products and services contained in Section 4.0. Specifically, per-device and fixed price per-ping rate or data transmission service plan charges. If no fee will be imposed on

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 exceed 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: NETWORKEFFECT

Authorized Signature: [Signature] CHRIS RANSOM Date: 1/23/12

State of CA

County of SAN DIEGO, to-wit:

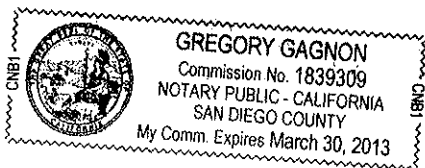
Taken, subscribed, and sworn to before me this 13 day of January, 2012.

My Commission expires Mar 30 2013, 20    .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]



Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Discounted Device Cost	Net Device Cost	Installation Cost	Discounted Installation Cost	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Discounted Data Transmission Service Plan Cost (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	Discounted DSP Roaming Cost	Net DSP Roaming Cost	Browser Client-Server Application Cost	Discounted Browser Client-Server Application Cost	Net Browser Client-Server Application Cost	Total Monthly Lease Cost	
Data Logger with Video Capture and without Engine Diagnostics # _____																				
Manufacturer	N/A																			
Model		N/A																		
CDMA Device Cost OBD-II			200	N/A	N/A	N/A														N/A
CDMA Device Cost J1708/J1930			200	N/A	N/A	N/A														N/A
GPRS Device Cost OBD-II			200	N/A	N/A	N/A														N/A
GPRS Device Cost J1708/J1930			200	N/A	N/A	N/A														N/A
Battery Cost			200	N/A	N/A	N/A														N/A
Antenna Cost			200	N/A	N/A	N/A														N/A
Car Charger Cost			200	N/A	N/A	N/A														N/A
Kits/Sets/Outfits Cost			200	N/A	N/A	N/A														N/A
Installation Cost			200				N/A	N/A	N/A											N/A
DSP Cost (5-minute ping)			200							N/A	N/A	N/A								N/A
Roaming Cost			200										N/A	N/A	N/A					N/A
Browser client-server application			200													N/A	N/A	N/A		N/A
																				Total N/A

Basic Package -- Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.  
 DSP -- 20 pings per hour or unlimited data transmission for ancillary equipment.  
 Roaming Cost -- Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Discounted Device Cost	Net Device Cost	Installation Cost	Discounted Installation Cost	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Discounted Data Transmission Service Plan Cost (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	Discounted DSP Roaming Cost	Net DSP Roaming Cost	Browser Client-Server Application Cost	Discounted Browser Client-Server Application Cost	Net Browser Client-Server Application Cost	Total Monthly Lease Cost	
Data Logger # ____ without Engine Diagnostics																				
Manufacturer	NetworkApex																			
Model		5200																		
CDMA Device Cost OBD-II			7000	N/A	N/A	N/A	\$0													\$0
CDMA Device Cost J1708/J1930			7000	N/A	N/A	N/A	\$0													\$0
GPRS Device Cost OBD-II			7000	N/A	N/A	N/A	\$0													\$24.95
GPRS Device Cost J1708/J1930			7000	N/A	N/A	N/A	\$0													\$24.95
Battery Cost			7000	N/A	N/A	N/A	\$0													\$0
Antenna Cost			7000	N/A	N/A	N/A	\$0													\$0
Car Charger Cost			7000	N/A	N/A	N/A	\$0													\$0
Kits/Sets/Outfits Cost			7000	N/A	N/A	N/A	\$0													\$0
Installation Cost			7000				\$3.00/mo	N/A	\$3.00/mo	\$0										\$3.00
DSP Cost (5-minute ping)			7000							N/A	N/A	N/A	\$0							\$0
Roaming Cost			7000										N/A	N/A	N/A	\$0				\$0
Browser client-server application			7000													N/A	N/A	N/A	\$0	\$0
Total																			\$27.95	\$0

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.  
 DSP – 20 pings per hour or unlimited data transmission for ancillary equipment.  
 Roaming Cost – Cost of Roaming if out of state.

incl. installs

Product   Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Discounted Device Cost	Net Device Cost	Installation Cost	Discounted Installation Cost	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Discounted Data Transmission Service Plan Cost (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	Discounted DSP Roaming Cost	Net DSP Roaming Cost	Browser Client-Server Application Cost	Discounted Browser Client-Server Application Cost	Net Browser Client-Server Application Cost	Total Monthly Lease Cost	
Data Logger with Visual/Audible Driver Alerts and with Engine Diagnostics #																				
Manufacturer	N/A																			
Model		N/A																		
CDMA Device Cost OBD-II			50	N/A	N/A	N/A	\$0													N/A \$0
CDMA Device Cost J1708/J1930			50	N/A	N/A	N/A	\$0													N/A \$0
GPRS Device Cost OBD-II			50	N/A	N/A	N/A	\$0													N/A \$0
GPRS Device Cost J1708/J1930			50	N/A	N/A	N/A	\$0													N/A \$0
Battery Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Antenna Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Car Charger Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Kits/Sets/Outfits Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Installation Cost			50				N/A	N/A	N/A \$0											N/A \$0
DSP Cost (5-minute ping)			50							N/A	N/A	N/A \$0								N/A \$0
Roaming Cost			50										N/A	N/A	N/A \$0					N/A \$0
Browser client-server application			50													N/A	N/A	N/A \$0		N/A \$0
																			Total	N/A \$0

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 20 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product   Service -->	Manufacturer	Model	Estimated Device Requirement	Device Cost	Discounted Device Cost	Net Device Cost	Installation Cost	Discounted Installation Cost	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Discounted Data Transmission Service Plan Cost (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	Discounted DSP Roaming Cost	Net DSP Roaming Cost	Browser Client-Server Application Cost	Discounted Browser Client-Server Application Cost	Net Browser Client-Server Application Cost	Total Monthly Lease Cost	
Employee Tracker (key fob) # ____ with Panic Feature																				
Manufacturer	N/A																			
Model		N/A																		
CDMA Device Cost OBD-II			50	N/A	N/A	N/A	\$0													N/A \$0
CDMA Device Cost J1708/J1930			50	N/A	N/A	N/A	\$0													N/A \$0
GPRS Device Cost OBD-II			50	N/A	N/A	N/A	\$0													N/A \$0
GPRS Device Cost J1708/J1930			50	N/A	N/A	N/A	\$0													N/A \$0
Battery Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Antenna Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Car Charger Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Kits/Sets/Outfits Cost			50	N/A	N/A	N/A	\$0													N/A \$0
Installation Cost			50					N/A	N/A	N/A	\$0									N/A \$0
DSP Cost (5-minute ping)			50							N/A	N/A	N/A	\$0							N/A \$0
Roaming Cost			50										N/A	N/A	N/A	\$0				N/A \$0
Browser client-server application			50													N/A	N/A	N/A	\$0	N/A \$0
																				Total N/A \$0

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.  
 DSP – 20 pings per hour or unlimited data transmission for ancillary equipment.  
 Roaming Cost – Cost of Roaming if out of state.