



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 7

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 949877

Procurement Type: Central Master Agreement

Vendor ID: 000000115021

Legal Name: AUTOMOTIVE RENTALS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 11/12/2021

Response Time: 13:30

Responded By User ID: pgnatowski

First Name: Peter

Last Name: Gnatowski

Email: pgnatowski@arifleet.com

Phone: (513) 288-2287

SO Doc Code: CRFQ

SO Dept: 0216

SO Doc ID: FLT2200000002

Published Date: 11/16/21

Close Date: 11/18/21

Close Time: 13:30

Status: Closed

Solicitation Description: Add No. 5 Vehicle Maintenance, Fuel and Repair Management

Total of Header Attachments: 7

Total of All Attachments: 7



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 949877
Solicitation Description: Add No. 5 Vehicle Maintenance, Fuel and Repair Management
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-18 13:30	SR 0216 ESR11122100000002941	1

VENDOR
 000000115021
 AUTOMOTIVE RENTALS INC

Solicitation Number: CRFQ 0216 FLT2200000002
Total Bid: 0
Response Date: 2021-11-12
Response Time: 13:30:51
Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	fuel only credit card program	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
15100000			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP as there is additional pricing for this program.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Mileage Entry and Ending Odometer	0.00000	EA	1.750000	0.00

Comm Code	Manufacturer	Specification	Model #
81111509			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Driver Safety Program	0.00000	EA	13.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81111509			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP as there is additional pricing for this program.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Telematics	0.00000	EA	16.000000	0.00

Comm Code	Manufacturer	Specification	Model #
25173107			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP as there is additional pricing for this program.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Express Mailing	0.00000	EA	25.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80141800			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	24 Hour Roadside Assistance	0.00000	EA	35.000000	0.00

Comm Code	Manufacturer	Specification	Model #
90121800			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP.
ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Driver Portal Log	0.00000	EA	1.750000	0.00

Comm Code	Manufacturer	Specification	Model #
43232312			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP. ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	MVR -Motor Vehicle Record	0.00000	EA	6.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46171640			

Commodity Line Comments: The Exhibit A excel document should be used as the complete view of our bid for this RFP as there is additional pricing for this program. ARI added a value of "1" to Delivery Days to complete this form as we believe this input is not applicable to our service offering.

Extended Description:

See attached Exhibit A Pricing Pages



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 949877			Reason for Modification:
Doc Description: Add No. 1 Vehicle Maintenance, Fuel and Repair Management			Addendum No. 1
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-28	2021-11-09 13:30	CRFQ 0216 FLT2200000002	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X *Dele Gnatowski* **FEIN#** 21-0622527 **DATE** November 5, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia - Fleet Management Division, hereinafter referred to as "FMD", to establish an open-end contract for obtaining vehicle management system that includes maintenance and repair management services for vehicles leased, owned, operated, maintained, managed, or administered by the State of West Virginia - FMD. This contract is also for the procurement, maintenance, and support of secure, fuel-only credit card programs, also referred to as "universal fleet card program." In addition to a telematics system and driver log per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
FLEET MANAGEMENT
OFFICE
2101 WASHINGTON ST E
CHARLESTON WV
US

DEPARTMENT OF
ADMINISTRATION
FLEET MANAGEMENT
OFFICE
2101 WASHINGTON ST E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181507			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
FLEET MANAGEMENT
OFFICE
2101 WASHINGTON ST E
CHARLESTON WV
US

DEPARTMENT OF
ADMINISTRATION
FLEET MANAGEMENT
OFFICE
2101 WASHINGTON ST E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	fuel only credit card program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15100000			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mileage Entry and Ending Odometer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Driver Safety Program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Telematics	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25173107			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Express Mailing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80141800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	24 Hour Roadside Assistance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Driver Portal Log	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232312			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	MVR -Motor Vehicle Record	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46171640			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232306			

Extended Description:
See attached Exhibit A Pricing Pages

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Q&A Deadline 2PM	2021-11-01

SOLICITATION NUMBER: CRFQ FLT2200000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish Vendor questions and Agency responses.
2. To correct the numbering sequence on page 45 of 52 of the specifications. (starting with 5.1.3)

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ FLT2200000002
Vehicle Maintenance, Fuel and Repair Management Services
Vendor Q&A

Q1. How many vehicles would be included in the maintenance program?

A1. Answered in section 3.1.1.1

Q2. What type of vehicles would be included?

A2. Answered in section 3.1.1.1

Q3. And, would it include the entire state or just here locally?

A3. It is the entire state of WV and possibly other states as needed for out of state business travel

Q4. Is this a bid for OEMs to respond to? In other words do I need to be a manufacturer of these system to respond or could I respond and implement systems from other vendors? How many vehicles are in the fleet?

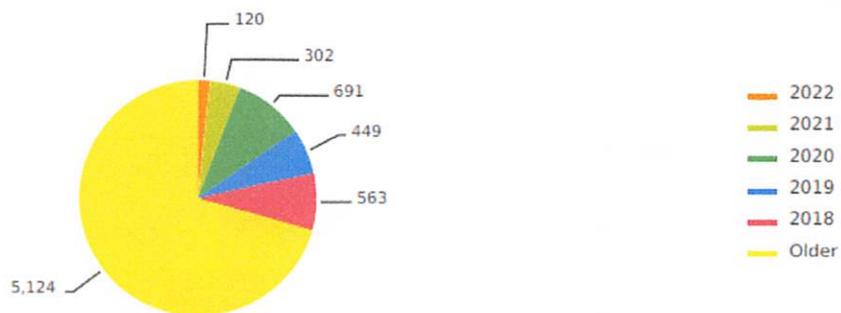
A4. Answered in section 3.1.1.1

Q5. What years, makes and models are the vehicles?

A5.

Inventory By Model Year

Active Vehicles



CRFQ FLT2200000002
Vehicle Maintenance, Fuel and Repair Management Services
Vendor Q&A

Inventory by Asset Type

Active Vehicles

Asset Type	Vehicles
Truck LD	2,838
SUV	2,534
Van	893
Car	812
Truck MD	71
Truck HD	53
Bus	19
Misc	17
Trailer	10
RV	2
Total	7,249

Q6. Is the bid for repair services also or just repair management?

A6. Both

Q7. What are the requirements of the telematics system?

A7. Explained in section 3.7

Q8. How many drivers are there?

A8. Potentially as many 30,000

Q9. What kind of driver logs are you looking for?

A9. explained 3.8

Q10. Could you send us the previous bid tabulation for the fleet management services bid please?

A10. This is available in Oasis VSS portal.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

5.1.2 Fuel Only Credit Cards - Pricing Pages:

5.1.2.1 Vendor must complete the Exhibit A Pricing Page in Section B by quoting a monthly, fixed price fee per card for all required products and services per Section 3.2. The monthly, per card fee must be all-inclusive. If no fee will be imposed on the FMD, the Vendor must indicate by entering "\$0.00" in the appropriate space provide.

5.1.3 The Exhibit A Pricing Page contains a list of 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 any individual item is guaranteed or implied.

5.1.4 The following criteria will be used to evaluate annual cost:

5.1.4.1 Cost frequency for evaluation will be monthly.

5.1.4.2 Cost will be calculated using 10,000 active, secure, fuel-only credit cards for domestic use.

5.1.4.3 Cost will be calculated per annum to ensure an "apples-to-apples" comparison.

5.1.4.4 Cost will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

5.1.5 Example: \$1 per card per month x 10,000 cards per month = \$10,000 per month x 12 months = \$120,000 total annual cost.

5.1.5.1 The following criteria will be used to evaluate the Domestic Volume Rebate:

5.1.5.1.1 Rebate frequency for evaluation will be monthly based on a 12 month timeframe.

5.1.5.1.2 Rebate will be calculated using basis points to ensure "apples-to-apples" comparison.

5.1.5.1.3 One basis point is equal to 1/100th of 1%, or 0.01% (0.0001).

5.1.5.1.4 Rebate will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

5.1.5.1.5 For purposes of evaluation, volume rebate basis points will be calculated using 10,000 active, secure, fuel-only credit cards for use domestically.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

5.1.6 Example: 10,000 cards = volume rebate of 135 basis points x \$1,000,000 domestic retail transactions = \$13,500 monthly volume rebate x 12 months = \$162,000 total annual volume rebate.

5.2 Vendor should complete the Pricing Pages by listing a price for the mandatory items they can provide. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

5.2.1 The Pricing Pages 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 any individual item is guaranteed or implied.

5.2.2 Vendor should electronically enter the information into the Excel version of the Exhibit A - Pricing Pages attached to the solicitation and submit a copy with their bid. Vendor should complete the Exhibit A - Pricing Pages in entirety as failure to complete all areas may result in the Vendor's bid being disqualified.

5.2.3 If Vendor is submitting their bid through wvOASIS, Vendor is to enter the Total Bid Amount from the Exhibit A Pricing Page on the commodity line in wvOASIS and must complete the Exhibit A – Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A – Pricing Pages will be evaluated for award. Only dollar and number values will be accepted on the Cost Proposal. Any description other than number value such as, but not limited to: “no cost,” “included,” “see below,” “-"e;,” “N/A,” etc. will not be accepted. A cost value of \$0.00 shall indicate the deliverable is no cost to the Agency. If a cost is not provided in the cell, it will indicate the Vendor does not provide the specific service.”

6 ORDERING AND PAYMENT

6.1 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 can accept on-line orders, it should include in its response a brief description of how FMD 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.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

7 DELIVERY AND RETURN

7.1 Delivery Time: Vendor shall deliver standard orders within 10 calendar days after orders are received. Vendor shall deliver emergency orders within 5 calendar 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.

7.2 Late Delivery: FMD must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency of the State of West Virginia will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

7.2 If FMD seeks to obtain items from a third party under this provision, they must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to FMD's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the State of West Virginia separately for such delivery. FMD 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.

7.4 Return Due to Agency Error: Items ordered in error by FMD 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 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.

8 VENDOR DEFAULT

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to FMD upon default.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 8.2.1** Immediate Cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9 MISCELLANEOUS

- 9.1 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.
- 9.2 Reports:** Vendor shall provide quarterly reports and annual summaries to FMD showing FMD'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 the 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.
- 9.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ FLT2200000002

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 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.

ARI

Company

V. Gualowski

Authorized Signature

November 5, 2021

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 949877		Reason for Modification: Addendum No.2	
Doc Description: Add No. 2 Vehicle Maintenance, Fuel and Repair Management			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-05	2021-11-16 13:30	CRFQ 0216 FLT2200000002	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000115021
Vendor Name : ARI
Address : 001 Ce de Road
Street :
City : Morel
State : NJ **Country :** USA **Zip :** 0050
Principal Contact : Deirdre Dorringer Moller
Vendor Contact Phone: 510-200-2207 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor
 Signature X

De Gualowski

FEIN#

21-0622527

DATE

November 5, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia - Fleet Management Division, hereinafter referred to as "FMD", to establish an open-end contract for obtaining vehicle management system that includes maintenance and repair management services for vehicles leased, owned, operated, maintained, managed, or administered by the State of West Virginia - FMD. This contract is also for the procurement, maintenance, and support of secure, fuel-only credit card programs, also referred to as "universal fleet card program." In addition to a telematics system and driver log per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181507			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	fuel only credit card program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15100000			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mileage Entry and Ending Odometer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Driver Safety Program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Telematics	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25173107			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Express Mailing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80141800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	24 Hour Roadside Assistance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Driver Portal Log	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232312			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	MVR -Motor Vehicle Record	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46171640			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US			DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Automotive and light truck maintenance and repair		EA		

Comm Code	Manufacturer	Specification	Model #
78181507			

Extended Description:
Do not enter information on this line it is inactive.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Q&A Deadline 2PM	2021-11-01

SOLICITATION NUMBER: FLT2200000002

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish a corrected version of the Exhibit A pricing sheet.
2. To move Bid opening from 11/09/2021 to 11/16/2021. Bid opening time remains 1:30 PM

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FLT220000002

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 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.

ARI

Company



Authorized Signature

November 5, 2021

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 949877			Reason for Modification:
Doc Description: VEHICLE MAINTENANCE, FUEL AND REPAIR MANAGEMENTSERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-27	2021-11-09 13:30	CRFQ 0216 FLT2200000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000115021
Vendor Name : ARI
Address : 0001 Leide Road
Street :
City : Morristown
State : NJ **Country :** USA **Zip :** 07059
Principal Contact : Cheryl D. M...
Vendor Contact Phone: 615-222-2277 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X

FEIN#

21-0622527

DATE

November 5, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia - Fleet Management Division, hereinafter referred to as "FMD", to establish an open-end contract for obtaining vehicle management system that includes maintenance and repair management services for vehicles leased, owned, operated, maintained, managed, or administered by the State of West Virginia - FMD. This contract is also for the procurement, maintenance, and support of secure, fuel-only credit card programs, also referred to as "universal fleet card program." In addition to a telematics system and driver log per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
------------	---------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181507			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO	SHIP TO
------------	---------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	fuel only credit card program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15100000			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mileage Entry and Ending Odometer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Driver Safety Program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO	SHIP TO
------------	---------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Telematics	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25173107			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO	SHIP TO
------------	---------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Express Mailing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80141800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO	SHIP TO
-------------------	----------------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	24 Hour Roadside Assistance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO	SHIP TO
-------------------	----------------

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Driver Portal Log	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232312			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	MVR -Motor Vehicle Record	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46171640			

Extended Description:

See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232306			

Extended Description:

See attached Exhibit A Pricing Pages

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Q&A Deadline 2PM	2021-11-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 11/01/2021 @ 2:00 PM

Submit Questions to:Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: VEHICLE MAINTENANCE, FUEL AND REPAIR MANAGEMENTSERVICES
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ FLT2200000002
BID OPENING DATE: 11/09/2021
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 11/09/2021 @ 1:30 PM

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.

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 12/15/2021 and the initial contract term extends until 12/14/2022.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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.

Other: See attached _____
Revised 07/01/2021

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.

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 of 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 Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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 and must include the State as an additional insured 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 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: _____ 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: \$1,000.000.00 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.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. 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.

12. 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.

13. 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.

14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

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. 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.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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.

39. 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.

40. 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.

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

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. 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.

45. 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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email 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 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.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia – Fleet Management Division, hereinafter referred to as “FMD”, to establish an open-end contract for obtaining vehicle management system that includes maintenance and repair management services for vehicles leased, owned, operated, maintained, managed, or administered by the State of West Virginia – FMD. This contract is also for the procurement, maintenance, and support of secure, fuel-only credit card programs, also referred to as “universal fleet card program.” In addition to a telematics system and driver log.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
 - 2.1 “24/7/365” means 24 hours a day, 7 days a week, 365 days a year.
 - 2.2 “3PV” means Third Party Vendor.
 - 2.3 “CNG” means Compressed Natural Gas
 - 2.4 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.5 “CPM” means Cost per Mile.
 - 2.6 “E-85” means ethanol fuel blend of 85% denatured ethanol fuel and 15% gasoline.
 - 2.7 “ERP” means Enterprise Resource Planning
 - 2.8 “FMD” means the State of West Virginia Fleet Management Division.
 - 2.9 “LNG” means Liquefied Natural Gas
 - 2.10 “LPG” means Liquefied Petroleum Gas
 - 2.11 “MPG” means Miles per Gallon.
 - 2.12 “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.
 - 2.13 “RFQ” means the official request for a quotation published by the State of West Virginia Purchasing Division.
 - 2.14 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.15 “Unit” means a unit of data
 - 2.16 “Vehicle” means all motor vehicles leased, owned and/or maintained by the State of West Virginia.

3. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor must 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.

REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES

3.1 MAINTENANCE and REPAIR SERVICES PROGRAM

3.1.1 Maintenance and Repair Services Program – Fleet Data

3.1.1.1 For the purpose of bidding, the following is data relating to the State of West Virginia’s Fleet:

Total # of vehicles for records and data listing	7600
Average # of active vehicles with maintenance	3227
Average # of transactions per month	860
Average \$ spent per month	\$245,000

<u>Vehicle Type</u>	<u>Total # of Vehicles</u>
Bus	19
Car	826
Motorcycle	17
SUV	2552
Truck HD	52
Truck LD	2845
Truck MD	71
Van	895

- 3.1.2** Vendor must furnish maintenance and repair services program for each vehicle designated in the fleet. These services must follow manufacturers recommendation.
- 3.1.3** Vendor must deal directly with any maintenance and repair service providers concerning the cost and need for any repair. The pre-approval level for repairs will be provided to the successful vendor.
- 3.1.4** Vendor must furnish a maintenance program for each vehicle that must include an explanation of how to facilitate emergency roadside assistance such as: flat tire, lock-out assistance, towing, and services available. Vendor will be provided a list of current vehicles for which the vendor will supply a maintenance mechanism within ten business days after contract is finalized. Vendor will supply a maintenance mechanism within five business days for new vehicles or for replacements.
- 3.1.5** Vendor must be able to facilitate, at no additional cost, the acquisition of tires and mount, valves, balance, and disposal through the State of West Virginia Statewide Contract.
- 3.1.6** Vendor must provide to the State of West Virginia, the capabilities to manually enter maintenance invoices into the vendor database and/or accept other maintenance

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

events that can be uploaded into the vendor database. All maintenance events entered into vendors data base regardless shall be included in all reports.

- 3.1.7** Vendor must capture vehicle odometer reading from the service provider at the time service is provided for reporting purposes.
- 3.1.8** Vendor must implement a payment mechanism for billing and payment to the third-party vendor for vehicle maintenance and repair costs associated with these activities.
- 3.1.9** Vendor must implement preventative maintenance management to establish parameters that follow manufacturers recommendations.

3.1.10 Maintenance and Repair Services Program - Data Management

- 3.1.10.1** Vendor must implement data analytical service management using integrated, browser client-server applications for the following core fleet processes:
 - 3.1.10.2** Fleet utilization management
 - 3.1.10.3** Maintenance management
 - 3.1.10.4** Fleet cycling (replacement management)
 - 3.1.10.5** Total cost of ownership analytics
 - 3.1.10.6** Cost management and cost containment
 - 3.1.10.7** Industry best practice modeling
 - 3.1.10.8** Operations cost bench marking
- 3.1.10.9** Vendor must capture, integrate, and provide National Highway Transportation Safety Administration (NHTSA) safety data and vehicle recall information to driver and spending unit fleet coordinator using a browser client-server application. Vendor must have a web-based forum that would house and make available safety information from the NHTSA and/or internal vendor data that can track maintenance trends on certain makes and models of vehicles.
- 3.1.10.10** Vendor must implement a browser client-service preventive maintenance application that is driver-centric and can produce maintenance reminders using email, SMS or other means that notify spending unit fleet coordinators when established thresholds are pending or have been exceeded.
- 3.1.10.11** Vendor must implement a browser client-server maintenance management and repair application that provides real-time, line-item visibility of maintenance and repair outcomes (invoices, work orders, or work

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.

- 3.1.10.12** Vendor must seek the State approval before implement repair service management based on established thresholds.
- 3.1.10.13** Vendor must implement management of third-party vendors (3PV) which includes:
 - 3.1.10.13.1** 3PV provides the lowest repair cost to the state based off The Mechanics Flat Labor Rate Guide, Mitchell ProDemand, or equal, or an agreed upon industry best practice equivalent.
 - 3.1.10.13.2** 3PV executes real-time odometer entry and accounts receivable processing.
 - 3.1.10.13.3** 3PV is the closest reasonable proximity based on the vehicle location, garage alliances and geographic challenges.
 - 3.1.10.13.4** 3PV use Original Equipment Manufacturer (OEM) or equivalent, warrantied parts during vehicle warranty period. Post OEM warranty coverage period, the 3PV uses OEM or equivalent after-market parts whichever is most cost-effective.
 - 3.1.10.13.5** 3PV payment credit or reimbursement of one hundred percent (100%) of the manufacturer part's warranty value minus the recovery fee with "Warranty recovery" clearly identified on spending unit invoice or reimbursement check detail if payment is made by check.
- 3.1.10.14** Vendor must implement and manage a maintenance management contact center by phone, text and or email that is available to drivers and fleet coordinators 24/7/365.
- 3.1.10.15** Vendor must implement and manage a 24-hour roadside assistance program with the following core functions:
 - 3.1.10.15.1** Toll-free assistance line
 - 3.1.10.15.2** Emergency towing service
 - 3.1.10.15.3** Tire-changing service
 - 3.1.10.15.4** Battery jump service
 - 3.1.10.15.5** Lockout service

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 3.1.10.16** Vendor must implement email notification to 3PV after 72 hours of no activity on approved purchase orders. The same email notification must also be sent to an FMD designated email.
- 3.1.10.17** Vendor must provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance cost, predictive maintenance costs by automotive systems, manufacturer, VIN make, and VIN model.
- 3.1.10.18** All data must be maintained by the Vendor for thirteen (13) months after the vehicle becomes retired, at no additional cost to the Agency. All operations cost associated with a vehicle must be maintained for a minimum of 5 years for reporting purposes. Vendor must provide access to data and assist in transitioning the data to another Vendor should this contract be terminated for any reason.
- 3.1.10.19** Vendor's solution must communicate and interface maintenance, fueling, inventory, billing, and other vehicle related information to the consolidated centralized state of WV fleet management system using a Comma-separated values file.
- 3.1.10.19.1** Two-way interface with wvOASIS Advantage Financial
- 3.1.10.19.2** Two-way interface with the wvOASIS Operations Management function to obtain vehicle and equipment usage information entered by Operations forces on the Daily Activity Report or on a specific work order and update vehicle inventory information with the mileage or hours utilized, as appropriate.
- 3.1.10.19.3** Two-way interface with the wvOASIS Facilities Management function to obtain vehicle and equipment usage information entered by staff on work orders and update the vehicle inventory information with the mileage and hours utilized, as appropriate.
- 3.1.10.20** Vendor must provide the ability to record spending unit fleet coordinator name, address, phone number and email associated with each vehicle under their purview.
- 3.1.10.21** Vendor must provide the ability to record the driver first name, last name, and the physical address for each vehicle.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

3.2 FUEL-ONLY CREDIT CARDS

- 3.2.1** Vendor must provide a secure, fuel-only credit card that must be “universal” and honored by multiple retail franchises, i.e., Exxon Mobil™, BP™, 7-Eleven™, GoMart™, Sheetz®, Shell™, Marathon™ Pilot™, and Speedway™ throughout the continental United States including Hawaii and Alaska.
- 3.2.2** Vendor must furnish a secure fuel card for each state vehicle or in some cases as designated by FMD-established program or event; administer and assign unique, secured individual Personal Identification Numbers (PIN) for each driver, operator, location, or event as well.
- 3.2.3** Vendor must capture point of sale information at the fuel dispenser. Personal identification number (PIN) and odometers, hours, or power take off (PTO) reading must be entered. Verify that an authorized, valid, active PIN has been entered prior to fuel being dispensed. Reported transactional data must include: the amount of the expenditure, the identity of the driver or operator (PIN), the odometer, hour, or power take off (PTO) reading, fuel type (unleaded, diesel, ethanol [E-85], CNG, LNG, LPG, and hydrogen), grade or composition (regular unleaded, mid-grade unleaded, premium unleaded, biodiesel [B-5], and biodiesel [B-20]), quantity dispensed, the time of purchase, location of purchase, the identity of the fuel provider, the action and the action codes (accept/decline and reasons).
- 3.2.4** Vendor must be able to group specific hierarchy organizations so that one driver PIN will be active across the entire hierarchy level. (Prompt Accounts)
- 3.2.5** Vendor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by FMD.
- 3.2.6** Vendor must create dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or application permissions can be adjusted by FMD or hierarchical designees.
- 3.2.7** Vendor must provide time-phased initial secure, fuel-only credit card issue as designated by FMD.
- 3.2.8** Vendor must provide client-defined data fields to accommodate a combination of vehicle/rental type, location, assigned spending unit, etc. as designated by FMD.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

3.2.9 Vendor must provide color-differentiated plastic card stocks to easily separate:

- 3.2.9.1** Vehicle
- 3.2.9.2** Undercover Vehicle
- 3.2.9.3** Rental

3.2.10 All fuel-only cards must have an expiration date that extends for the life of the contract. A 90-day notice must be given to FMD prior to any card renewals or expirations.

3.2.11 The card program must be a closed-loop proprietary network that can capture Level III data with a minimum of 99.8% accuracy.

3.2.12 The State of West Virginia can accept and encourages discounts, rebates, and incentives offered by the vendor.

3.2.13 The State of West Virginia intends for historical data to be maintained and subsequently transferred in the event of a vendor change.

3.2.14 Vendor logo may be displayed on the secure, fuel-only credit card in addition to the card manufacturer.

3.2.15 Vendor must include any costs such as initial set-up fees, software licensing, and annual software maintenance fees in the monthly, fixed price fee per card.

3.3 INVOICING

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

3.3.2 Vendor must have the ability to invoice individual agencies as designated by the FMD.

3.3.3 Maintenance and Repair Services-Invoicing

3.3.3.1 Vendor must have the ability to invoice individual agencies as designated by the FMD. The vendor will pay directly to maintenance and repair service providers all charges, except any assessed taxes, made by drivers and invoice the designated agency monthly.

3.3.3.2 Vendor must ensure that any assessed Federal or State taxes are not passed along to the FMD or its designated agency for payment.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

3.3.3.3 Vendor must reimburse the State of West Virginia for all discounts, rebates, as indicated on Exhibit A and warranty recovery.

3.3.3.4 Vendor must monitor warranty repairs and seek automobile manufacturer reimbursement. The manufacturer warranty recovery minus the recovery fee must be clearly identified on the spending unit invoice or reimbursement check detail if payment is made by check.

3.3.4 Fuel-Only Credit Cards-Invoicing

3.3.4.1 Vendor must invoice clients, business units, billing code, etc. as designated by FMD monthly for fuel-only charges made by assigned drivers or operators.

3.3.4.2 Vendor must pay directly to the Fuel-Only Card Provider:

3.3.4.3 Vendor must invoice FMD directly for any management, shipping, report fees that are incurred.

3.3.4.3.1 Vendor must exempt taxes when possible and provide reporting when this is unavailable.

3.3.4.3.2 Any vendor rebates, incentives, and discounts must be itemized and contained on client, business unit, billing code, etc. monthly invoice or on the monthly invoice following the period for which the rebate, incentive, or discount is offered by the vendor.

3.4 SUPPORT

3.4.1 Vendor must send a minimum of one key person as identified by FMD at no additional cost to visit designated agency representatives upon request. No more than four (4) half day visits will be required yearly.

3.4.2 Vendor must provide on-site user training in West Virginia as required demonstrating a functional understanding of the browser client-server application by the user; utilization of reports; analysis of operating costs; and costing trends at no additional cost. No more than four (4) day visits will be required during annual contract periods.

3.4.3 Vendor must provide FMD with a list of principal service personnel. List shall include contact names, phone numbers, and email addresses, after contract award.

3.4.4 Vendor must participate, at FMD's request, at seminars to educate drivers / FMD customers on program requirements in West Virginia at no additional cost to the state.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

FMD will notify vendor of request a minimum of two weeks prior to the engagement. A maximum of two (2) seminars will be required yearly. Vendor must provide training, as required, for full understanding and utilization of reports and analysis of operating costs and cost trends at no additional cost to the agency.

- 3.4.5** No separate reimbursement will be made to the Vendor for travel or any other expense or service.
- 3.4.6** Vendor must provide capability for FMD and designee to interact online with vendor for ordering, inquiry, information, updating and reporting purposes. The estimated number of interactive users is a minimum of 500.
- 3.4.7** Vendor must allow FMD to periodically visit the vendor to verify / review the program in operation.
- 3.4.8** Vendor should provide three jobs of similar size and scope to demonstrate recent experience providing and implementing fleet management programs and services to governmental entities with their bid response. But documents will be requested prior to contract award.
- 3.4.9 Maintenance and Repair Services - Support**
 - 3.4.9.1** Vendor must provide information concerning changes in industry practices, policies, regulations, and/or other related information to FMD. For example, periodic publications for review by the FMD concerning 1) suggestions for prompt and effective maintenance; and 2) national fleet information from manufacturers, consultants, etc.
 - 3.4.10** Vendor should submit with their bid response, a quantity, list of names and locations of maintenance and repair service providers in West Virginia, Virginia, Kentucky, Ohio, Maryland, and Pennsylvania. But documents will be requested prior to contract award.
 - 3.4.10.1** Vendor must have a toll-free line which includes Automotive Service Excellence (ASE) Certified Technicians, 365 days a year, 7 days a week, 24 hours a day to monitor all maintenance and repair requests. If applicable, nights and weekends may be reserved for limited emergency services and handled by vendor's subcontractor. The primary vendor, however, retains all contractual responsibilities.
 - 3.4.10.2** Vendor must implement narrative and graphical performance reviews for the FMD (consolidated) and state spending units (by spending unit billing code), no less than annually to demonstrate achieved cost savings based

REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES

upon agreed metrics for the state and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the state and spending units.

3.4.11 Fuel Only Credit Cards – Support

- 3.4.11.1** Vendor must provide a browser client-server application for FMD and designees (approximately 300-400 users) to interact online for credit card ordering; report lost or stolen credit card; information updating and reporting; and requesting personal identification number (PIN).
- 3.4.11.2** PIN's must be no less than six numeric digits and unique for each driver. No duplicate PIN numbers are authorized either with client code, business unit, or billing code- no blanket PIN's.
- 3.4.11.3** PIN's must not be made available to or maintained by client, business unit, or billing code designees unless approved by FMD.
- 3.4.11.4** FMD must be the only user approved to order new cards, replace damaged or lost cards unless otherwise designated by FMD.
- 3.4.11.5** New and replacement cards must be received within 5 business working days by Express Mail, or received within 7-10 business working days by USPS, when the request is made by the FMD.
- 3.4.11.6** Vendor must provide the ability to transfer/reassign a fueling card to another department without issuing a new card.
- 3.4.11.7** The Vendor must maintain a toll-free technical support telephone number, staffed 24/7, and accessible to all agencies who have received secure, fuel-only credit cards from the Vendor under this contract. Personnel staffing the Vendor's support line must be able to give technical assistance to agencies for all products and services purchased under this contract for the fuel-only credit cards.
- 3.4.11.8 Uninterrupted Fuel Service**
 - 3.4.11.8.1** The Vendor must provide secure, fuel-only credit cards for temporary use during card replacement cycles to FMD or designee to ensure uninterrupted fuel service for drivers or operators.
 - 3.4.11.8.2** The vendor must provide a mechanism to ensure that a driver won't get stranded at the pump with a deactivated full card

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

3.5 REPORTING

- 3.5.1** All data and reports must be available to be exported into Microsoft Excel 2003 or later version.
- 3.5.2** Vendor must provide the mechanism for the state to develop, customize, and create specialized reports.
- 3.5.3** Vendor must provide a quarterly report to FMD detailing savings recovered by efforts of the Vendor.
- 3.5.4** Vendor must provide a browser client-server application for real-time reporting based on user-selected criteria upon request.
- 3.5.5** Vendor must ensure that all reports are mathematically correct and accurate before publishing reports. Rounding of individual costs is not acceptable.
- 3.5.6** Vendor must provide standardized and customizable reports that will be available through a browser-client application to state agencies without additional charge. Reports should be exportable in comma-separated-value or “.csv” format.
- 3.5.7** Vendor must provide a report that combines all maintenance, fueling, and other vehicle related expenses into one report that can be run by date ranges and or specific hierarchy organizations. Report must be the true cost of operating a vehicle not over or under stated by taxes, refunds and or corrections.
- 3.5.8** Vendor must provide to FMD Yearly Review of Accounts and Suggestions
- 3.5.9** Vendor must have the ability to transfer charges in case of incorrect transactions.
- 3.5.10 Maintenance and Repair Services Program – Reporting**
 - 3.5.10.1** Vendor must distribute standardized reports (i.e.: maintenance by VIN, by 3PV, by vehicle make/model, by maintenance type, by department, etc.) to designated agencies as determined necessary without additional charges. Additionally, the vendor will develop specialized reports unique to each agency’s needs.
 - 3.5.10.2** Vendor must provide on-line computer access (viewing only) to vehicle maintenance and/or repair expense information. Estimated number of view-only users is a minimum of 500.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 3.5.10.3** Vendor must furnish, at a minimum by email, recall notification and other warranty / service information received from any source.
- 3.5.10.4** Vendor must create and maintain all data records for each vehicle in the database system. The FMD requires that the vendor keep automated maintenance and repair records for as long as the vehicle is enrolled in the vendor's maintenance and repair program and thirteen (13) months after vehicle becomes retired. The vendor must also keep records and supporting documentation that may be needed to satisfy all manufacturer's claims or other disputed maintenance and repair issues. Records shall be surrendered to FMD or designated Vendor upon the end of contract termination or at FMD's request.

3.5.11 Fuel Only Credit Cards - Reporting

- 3.5.11.1** Vendor must provide a browser client-server application for real-time exception reporting based on user-selected criteria such as odometer, transactional, fuel quantity, fuel expenditure, and fuel type or grade thresholds or selections.
- 3.5.11.2** Vendor must provide a report listing the cards that were declined at the point of sale which can be run by agency and or date range.
- 3.5.11.3** Vendor must provide a browser client-server application for drivers and operators that identify the name, physical address, telephone number, and hours of operations for each participating fuel-only fuel card program authorized retailer. The browser client-server application must be searchable by single or multiple data points, e.g., country, city, state, zip code, or distance from an inputted zip code.
- 3.5.11.4** Vendor must provide the Contract Administrator with usage reports including a summary of all secure, fuel-only credit cards (regardless of dollar amount) sold under this contract including FMD or designee name, model/part number, item description, date received, order ship-date, and total amount or equal to this. These reports must be provided using a browser client-server application.
- 3.5.11.5** Vendor must provide to FMD a Monthly Summary Transaction report that must include but is not limited to: vehicle year, vehicle make, vehicle model, license plate, asset type, account number, department, unit, dollars, gallons/units, miles driven, CPM, MPG, and transaction count or a report equal to this.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 3.5.11.6** Vendor must provide to FMD a monthly Gallons and Dollars Summary report that must include but is not limited to account number, transaction count, gross amount, and active card count or a report equal to this.
- 3.5.11.7** Vendor must provide to FMD monthly Exemption reports that must include but are not limited to over tank capacity transactions, delinquent accounts, odometer entry errors, and supreme grade fuel transactions or a report equal to this.
- 3.5.11.8** Vendor must provide to FMD Monthly Rental Card reports that must include but are not limited to: transaction date and time, account number, card number, gallons purchased, transaction count and dollars, or a report equal to this.
- 3.5.11.9** Reassignment of vehicle fueling cards from one department or vehicle to another without having to order a new fueling card

3.6 MILEAGE AND ODOMETERS

- 3.6.1** Vendor system must allow odometer readings to be entered manually, by interface from other software, or by data upload per each VIN as needed.
- 3.6.2** Vendor must have a mechanism to report on business and personal miles and report on number of business and personal miles by vehicle, month, agency and state of WV.
- 3.6.3** Vendor must provide a browser client-server application for real-time mileage entry and calculation functionality for official business use, and personal use miles. Total miles and ending odometer readings must be calculated by vehicle and driver. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.
- 3.6.4** Vendor must track and report to FMD the vehicles being driven less than a specified number of miles monthly. FMD will provide the specified number of miles for this event to the Vendor upon award.

3.7 TELEMATICS

3.7.1 Equipment

- 3.7.1.1** Vendor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

accounts) for viewing, reporting, and administration as designated by FMD.

- 3.7.1.2** The device must be compatible with 2000 and newer vehicles utilizing the manufactures OBD port.
- 3.7.1.3** The device must include an installation harness allow garages to access the vehicles OBD port without discounting the telematics device
- 3.7.1.4** The devices must be compatible with Verizon and or AT&T
- 3.7.1.5** For emergency vehicles and first responders, the product must comply with AES256 for Data in Transit (DIT), Data at Rest (DAR), and over-the-air signed firmware updates that are FIPS 140-2 compliant and hosted with a FedRAMP certified cloud provider.
- 3.7.1.6** The telematics devices must have the capability to distinguish between drivers using a PIN# or a FOB which would be assigned to drivers of pool cars.
 - 3.7.1.6.1** A pool drivers record must stay with the driver's history regardless of the number of different vehicles that are driven
- 3.7.1.7** Application must be compatible with HOS/ELD/DVIR along with Android or iOS model or tablet devices
- 3.7.1.8** Application must include installation, support, and service
- 3.7.1.9** Software must be complete Web based, requiring no software installation of any kind on the State's computers, laptops, or mobile phones.
- 3.7.1.10** Software must include unlimited grouping hierarchy and users
- 3.7.1.11** Tracking must be on at least 2-minute intervals

3.7.2 Features

- 3.7.2.1** Location tracking
- 3.7.2.2** Driver speed tracking (threshold and posted)
- 3.7.2.3** Idle time tracking
- 3.7.2.4** Create, edit, and import Geo-fence zones
- 3.7.2.5** Versatile rules engine for defining exceptions
- 3.7.2.6** E-mail alert notifications and reports

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 3.7.2.7** Odometer and engine hours
- 3.7.2.8** In-cab audible alerts
- 3.7.2.9** Driver behavior
- 3.7.2.10** Speeding
- 3.7.2.11** Idling
- 3.7.2.12** Harsh braking
- 3.7.2.13** Harsh acceleration
- 3.7.2.14** Harsh cornering
- 3.7.2.15** Seat belt use
- 3.7.2.16** Engine data and engine faults
- 3.7.2.17** Stop detail report
- 3.7.2.18** Vehicle activity
- 3.7.2.19** Begin/end of day
- 3.7.2.20** Smog check
- 3.7.2.21** Greenhouse gas emissions
- 3.7.2.22** Fleet utilization
- 3.7.2.23** Fuel efficiency

3.7.3 Warranty

3.8 DRIVER LOG

3.8.1 Driver log shall be access by a PC, cell phone or tablet

3.8.2 Driver log needs to maintain a secure limited access hierology of viewing and editing as provided by FMD

3.8.3 The Driver log must be able to accommodate drivers that are not assigned to one vehicle. Trip logs must be tracked on a driver-by driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.

3.8.4 At a minimum, the Mileage Log must contain the following fields:

- 3.8.4.1** Driver ID#
- 3.8.4.2** Driver First Name
- 3.8.4.3** Driver Last Name
- 3.8.4.4** Reporting Period
- 3.8.4.5** Vehicle #
- 3.8.4.6** Starting Odometer
- 3.8.4.7** Ending Odometer
- 3.8.4.8** Business Miles
- 3.8.4.9** Personal Miles
- 3.8.4.10** Total Miles

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

3.8.4.11 Purpose of trip

3.9 DRIVER SAFETY EDUCATION PROGRAM

3.9.1 Vendor shall provide a Driver's Safety Education Program by:

3.9.1.1 Provide a Driver Skills Assessment program that will be used to assess each driver's strengths and areas for improvement

3.9.1.1.1 Vendor must provide at least 20 different interactive driving simulations that simulates real-world driving situations and at least 30 theory-based questions pertaining to driving decision making

3.9.1.1.2 The Assessment must score drivers risk level, overall score and recommend and schedule future defensive driving modules that targets areas of improvement

3.9.1.2 Provide a minimum of 60 different Defensive Driving Training Modules that can be taken by drivers and tested on the presented subject matter including but not limited to:

- 3.9.1.2.1** Aggressive driving
- 3.9.1.2.2** Alcohol, drugs and driving
- 3.9.1.2.3** Avoiding hazards
- 3.9.1.2.4** Avoiding auto theft
- 3.9.1.2.5** Distracted driving
- 3.9.1.2.6** Changing lanes
- 3.9.1.2.7** Adverse weather
- 3.9.1.2.8** Driving Ergonomics
- 3.9.1.2.9** Drowsy driving
- 3.9.1.2.10** Eco-driving
- 3.9.1.2.11** Highway driving
- 3.9.1.2.12** Intersections and right of ways
- 3.9.1.2.13** Parking lot safety
- 3.9.1.2.14** Defensive driving techniques
- 3.9.1.2.15** Safety Devices
- 3.9.1.2.16** Sharing the road
- 3.9.1.2.17** Speed management
- 3.9.1.2.18** Vehicle backing
- 3.9.1.2.19** DOT vehicle inspections
- 3.9.1.2.20** Driving at night
- 3.9.1.2.21** Towing

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

- 3.9.1.3** Conducting driver safety education courses (Defensive Driving and Reasonable Suspicion) and or instructional media. Vendor may use electronic media
- 3.9.1.4** Defensive Driving Modules must have an interactive test program that scores the drivers on their abilities
- 3.9.1.5** Provide a Driver Scorecard that compiles an overall score for each driver

3.9.1.5.1 Scorecard must compile data from:

- 3.9.1.5.1.1** Driver Safety Program
- 3.9.1.5.1.2** Claims
- 3.9.1.5.1.3** MVR
- 3.9.1.5.1.4** Violations
- 3.9.1.5.1.5** Maintenance
- 3.9.1.5.1.6** Fueling
- 3.9.1.5.1.7** Telematics data
- 3.9.1.5.1.8** Driver Status (new driver, young driver)

3.9.2 MVRs must be continuously monitored, and events reported to employer. The driver's motor vehicle records can be continuously monitored for new activity at the most comprehensive level provided by the applicable State and the third party vendor. Monitoring could be as frequent as daily. An official MVR will be run on a Purchaser's record whenever activity is found and/or annually.

3.9.2.1 Agency can elect the frequency with which they would like MVRs run.

3.9.2.2 Must include the state of WV DMV and surrounding border states

3.9.3 Vendor must provide a browser client server application for real-time reporting based on user selected criteria upon request

3.9.4 Vendor must invoice individual agencies as designated by FMD

3.10 MISCELLANEOUS

3.10.1 Vendor is solely responsible for all work performed solely by Vendor under the contract (excluding work performed by third party vendors) and shall assume prime contractor responsibility the coordination of the administrative responsibilities of 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 regarding all

REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES

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 and third-party vendors. Subcontractors do not include third party vendors such as manufacturers, dealers, maintenance repair facilities and fuel vendors.

- 3.10.2** Vendor must provide a browser client-server VIN decoder application to the FMD. The information must, at a minimum, define year, make, model and fuel tank capacity of the vehicle.

4 CONTRACT AWARD

- 4.1 Contract Award:** The Contract is intended to provide FMD 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.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as part of this solicitation. **This information will be required before Purchase Order is issued.**

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as part of this solicitation. **This information will be required before Purchase Order is issued.**

5 PRICING PAGES

5.1 Maintenance and Repair Services Program – Pricing Page

- 5.1.1** Vendors must complete the Exhibit A Pricing Page in Section A by quoting a per month per vehicle fixed price for Vehicle Maintenance Services of 1 ton and under, and a Vehicle Maintenance Services of 1 ton and over. Vendors will then enter the National Account Discount percentage, the Independent Vender percentage fee then a Warranty Recovery fee per recovery. Vendors should include a monthly cost for Year One plus a monthly cost for each optional renewal year.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

5.1.2 Fuel Only Credit Cards - Pricing Pages:

5.1.2.1 Vendor must complete the Exhibit A Pricing Page in Section B by quoting a monthly, fixed price fee per card for all required products and services per Section 3.2. The monthly, per card fee must be all-inclusive. If no fee will be imposed on the FMD, the Vendor must indicate by entering "\$0.00" in the appropriate space provide.

5.1.3 The Exhibit A Pricing Page contains a list of 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 any individual item is guaranteed or implied.

5.1.3 The following criteria will be used to evaluate annual cost:

5.1.5.1 Cost frequency for evaluation will be monthly.

5.1.5.2 Cost will be calculated using 10,000 active, secure, fuel-only credit cards for domestic use.

5.1.5.3 Cost will be calculated per annum to ensure an "apples-to-apples" comparison.

5.1.5.4 Cost will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

5.1.3 **Example: \$1 per card per month x 10,000 cards per month = \$10,000 per month x 12 months = \$120,000 total annual cost.**

5.1.5.1 The following criteria will be used to evaluate the Domestic Volume Rebate:

5.1.5.1.1 Rebate frequency for evaluation will be monthly based on a 12 month timeframe.

5.1.5.1.2 Rebate will be calculated using basis points to ensure "apples-to-apples" comparison.

5.1.5.1.3 One basis point is equal to 1/100th of 1%, or 0.01% (0.0001).

5.1.5.1.4 Rebate will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

5.1.5.1.5 For purposes of evaluation, volume rebate basis points will be calculated using 10,000 active, secure, fuel-only credit cards for use domestically.

5.1.3 **Example: 10,000 cards = volume rebate of 135 basis points x \$1,000,000 domestic retail transactions = \$13,500 monthly volume rebate x 12 months = \$162,000 total annual volume rebate.**

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

5.2 Vendor should complete the Pricing Pages by listing a price for the mandatory items they can provide. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

5.2.1 The Pricing Pages 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 any individual item is guaranteed or implied.

5.2.2 Vendor should electronically enter the information into the Excel version of the Exhibit A - Pricing Pages attached to the solicitation and submit a copy with their bid. Vendor should complete the Exhibit A - Pricing Pages in entirety as failure to complete all areas may result in the Vendor's bid being disqualified.

5.2.3 **If Vendor is submitting their bid through wvOASIS**, Vendor is to enter the Total Bid Amount from the Exhibit A Pricing Page on the commodity line in wvOASIS and must complete the Exhibit A – Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A – Pricing Pages will be evaluated for award. Only dollar and number values will be accepted on the Cost Proposal. Any description other than number value such as, but not limited to: “no cost,” “included,” “see below,” “-"e;,” “N/A,” etc. will not be accepted. A cost value of \$0.00 shall indicate the deliverable is no cost to the Agency. If a cost is not provided in the cell, it will indicate the Vendor does not provide the specific service.”

6 ORDERING AND PAYMENT

6.1 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 can accept on-line orders, it should include in its response a brief description of how FMD 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.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7 DELIVERY AND RETURN

7.1 Delivery Time: Vendor shall deliver standard orders within 10 calendar days after orders are received. Vendor shall deliver emergency orders within 5 calendar 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.

**REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES**

7.2 Late Delivery: FMD must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency of the State of West Virginia will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

7.2 If FMD seeks to obtain items from a third party under this provision, they must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to FMD's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the State of West Virginia separately for such delivery. FMD 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.

7.4 Return Due to Agency Error: Items ordered in error by FMD 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 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.

8 VENDOR DEFAULT

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to FMD upon default.

8.2.1 Immediate Cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
VEHICLE MANAGEMENT SERVICES

9 MISCELLANEOUS

- 9.1 **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.
- 9.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to FMD showing FMD'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 the 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.
- 9.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

State of West Virginia Fleet Management Office

Exhibit A - Pricing Page

MAINTENANCE AND SERVICES PROGRAM - Section A							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price 1 Year
Vehicle Maintenance Services 1 ton and under. All inclusive lump sum cost for all Services as defined in the specifications in sections 4.2.1.1					Per Vehicle Per Month	3,000	
National Account Discount of: (Most be a negativve number)					Percent	\$1,500,000.00	
Independent Vendor fee of:					Percent	\$1,500,000.00	
Warranty Recovery					Per Recovery	7,000	
Subtotal Section A1							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Vehicle Maintenance Services Over 1 ton. All inclusive lump sum cost for all Services as defined in the specifications in sections 4.2.1.1					Per Vehicle Per Month	1,900	
National Account Discount of:					Percent	\$750,000.00	
Independent Vendor fee of:					Percent	\$750,000.00	
Warranty Recovery					Per Recovery	1,000	
Subtotal Section A2							
FUEL-ONLY CREDIT CARD PROGRAM - Section B							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Fuel Only Credit Cards All inclusive lump sum cost for all Services as defined in the specifications in sections 3.2.					Per Card	10,000	
Replacement fuel card (lost or stolen)					Per Card	500	
	Basis point				Multiplier	Estimated Monthly Retail Transactions	Total Annual Volume Rebate
Domestic Volume Rebate					0.0001	\$1,000,000.00	
Subtotal Section B							
Express Mailing - Section C							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
At the request of FMD 3.4.11.5					Per Event	500	
Subtotal Section C							
24 Hour Roadside Assistance - Section D							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price

State of West Virginia Fleet Management Office

Exhibit A - Pricing Page

As defined in the specifications in sections 3.1.10.15					Per Event	1,000	
Subtotal Section D							
Mileage Odometer Entry - Section E							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Mileage Entry and Ending Odometer 3.6					Per Vehicle per Month	1,000	
Subtotal Section E							
Driver Portal Log - Section F							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
As defined in the specifications in sections 3.8.					Per Driver per Month	10,000	
Subtotal Section F							
MVR - Section G							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Motor Vehicle Record as defined in section 3.9.2					Per Event	30,000	
State Fee					Pass through, per event	3,000	
Third Party Vendor Fee					Pass through, per event	3,000	
Subtotal Section G1							
Motor Vehicle Record - Continuous Monitoring as defined in section 3.9.2.					Per vehicle per month	30,000	
State Fee					Pass through, per event	15,000	
Third Party Vendor Fee					Pass through, per event	15,000	
Subtotal Section G2							
Telematics - Section H							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)		Unit of Measure	Estimated Quantity	Extended Price
Telematics -3.7							
Hardware,					Per unit - one time	7000	
T harness,					Per unit - one time	7000	
Monthly service fee					Per unit - monthly	7000	
In cab verbal notification					Per unit - monthly	7000	
NFC Reader					Per unit - one time	7000	
Fob					Per unit - as needed	7000	
Subtotal Section H							
Driver Safety Education Program - Section I							

State of West Virginia Fleet Management Office

Exhibit A - Pricing Page

Driver Safety Education Program - 3.9	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity Per Year	Extended Price
Initial Assessment					Per Event	5000	
Supporting Modules as defined in section 3.9.					Per Module	5000	
Subtotal Section I							

Data Interface - Section J							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity Per Month	Extended Price
Third Party Interface					Per record	3000	
Subtotal Section J							

Total Bid Amount (Sum of Subtotals from Section A through J)

Notes: 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: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (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 above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 949877
Doc Description: VEHICLE MAINTENANCE, FUEL AND REPAIR MANAGEMENTSERVICES
Reason for Modification:
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-28	2021-11-09 13:30	CRFQ 0216 FLT2200000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000115021
Vendor Name : ARI
Address : 0001 e0de0000Ro0d
Street :
City : M0000re0
State : NJ **Country :** 00A **Zip :** 00050
Principal Contact : e0e 00000000, D00r0000e0M0000er
Vendor Contact Phone: 5100200-2207 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor
 Signature X

FEIN#

21-0622527

DATE

November 5, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia - Fleet Management Division, hereinafter referred to as "FMD", to establish an open-end contract for obtaining vehicle management system that includes maintenance and repair management services for vehicles leased, owned, operated, maintained, managed, or administered by the State of West Virginia - FMD. This contract is also for the procurement, maintenance, and support of secure, fuel-only credit card programs, also referred to as "universal fleet card program." In addition to a telematics system and driver log per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181507			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	fuel only credit card program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15100000			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Mileage Entry and Ending Odometer	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Driver Safety Program	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111509			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Telematics	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25173107			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Express Mailing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80141800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	24 Hour Roadside Assistance	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
90121800			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Driver Portal Log	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232312			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	MVR -Motor Vehicle Record	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46171640			

Extended Description:
See attached Exhibit A Pricing Pages

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Automotive and light truck maintenance and repair	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232306			

Extended Description:
See attached Exhibit A Pricing Pages

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Q&A Deadline 2PM	2021-11-01

	Document Phase	Document Description	Page
FLT2200000002	Final	VEHICLE MAINTENANCE, FUEL AND REPAIR MANAGEMENTSERVICES	7

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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 above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Automotive Rentals, Inc. dba ARI

Authorized Signature: *Pete Guadagnoli* Date: November 11, 2021

State of New Jersey

County of Burlington, to-wit:

Taken, subscribed, and sworn to before me this 11th day of November, 2021.

My Commission expires May 05, 2023



CELENA HAUG
Commission # 2044310
Notary Public, State of New Jersey
My Commission Expires
May 05, 2023

NOTARY PUBLIC

Celena Haug

State of West Virginia Fleet Management Office

Exhibit A - Pricing Page

MAINTENANCE AND SERVICES PROGRAM - Section A							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price 1 Year
Vehicle Maintenance Services 1 ton and under. All inclusive lump sum cost for all Services as defined in the specifications in sections 4.2.1.1	\$3.50	\$3.50	\$3.50	\$3.50	Per Vehicle Per Month	3,000	\$42,000.00
National Account Discount of: (Must be a negative number)	-2.000%	-2.000%	-2.000%	-2.000%	Percent	\$1,500,000.00	-\$120,000.00
Independent Vendor fee of:	5.000%	5.000%	5.000%	5.000%	Percent	\$1,500,000.00	\$300,000.00
Warranty Recovery	10.00%	10.00%	10.00%	10.00%	Per Recovery	7,000	\$2,800.00
							\$224,800.00
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Vehicle Maintenance Services Over 1 ton. All inclusive lump sum cost for all Services as defined in the specifications in sections 4.2.1.1	\$7.50	\$7.50	\$7.50	\$7.50	Per Vehicle Per Month	1,900	\$57,000.00
National Account Discount of:	-2.000%	-2.000%	-2.000%	-2.000%	Percent	\$750,000.00	-\$60,000.00
Independent Vendor fee of:	5.000%	5.000%	5.000%	5.000%	Percent	\$750,000.00	\$150,000.00
Warranty Recovery	10.00%	10.00%	10.00%	10.00%	Per Recovery	1,000	\$400.00
							\$147,400.00
FUEL-ONLY CREDIT CARD PROGRAM - Section B							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Fuel Only Credit Cards All inclusive lump sum cost for all Services as defined in the specifications in sections 3.2.	\$0.00	\$0.00	\$0.00	\$0.00	Per Card	10,000	\$0.00
Replacement fuel card (lost or stolen)	\$3.00	\$3.00	\$3.00	\$3.00	Per Card	500	\$6,000.00
	Basis point				Multiplier	Estimated Monthly Retail Transactions	Total Annual Volume Rebate
Domestic Volume Rebate	90	90	90	90	0.0001	\$1,000,000.00	\$360,000,000.00
							\$360,006,000.00
Express Mailing - Section C							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
At the request of FMD 3.4.11.5	\$25.00	\$25.00	\$25.00	\$25.00	Per Event	500	\$50,000.00
							\$50,000.00
24 Hour Roadside Assistance - Section D							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
As defined in the specifications in sections 3.1.10.15	\$35.00	\$35.00	\$35.00	\$35.00	Per Event	1,000	\$140,000.00
							\$140,000.00
Mileage Odometer Entry - Section E							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Mileage Entry and Ending Odometer 3.6	\$1.75	\$1.75	\$1.75	\$1.75	Per Vehicle per Month	1,000	\$7,000.00
							\$7,000.00
Driver Portal Log - Section F							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
As defined in the specifications in sections 3.8.	\$1.75	\$1.75	\$1.75	\$1.75	Per Driver per Month	10,000	\$70,000.00
							\$70,000.00
MVR - Section G							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Motor Vehicle Record as defined in section 3.9.2	\$6.00	\$6.00	\$6.00	\$6.00	Per Event	30,000	\$720,000.00
State Fee	\$12.50	\$12.50	\$12.50	\$12.50	Pass through, per event	3,000	\$150,000.00
Third Party Vendor Fee	\$2.00	\$2.00	\$2.00	\$2.00	Pass through, per event	3,000	\$24,000.00
							\$174,000.00
Motor Vehicle Record - Continuous Monitoring as defined in section 3.9.2.	\$3.00	\$3.00	\$3.00	\$3.00	Per vehicle per month	30,000	\$90,000.00
State Fee	\$12.50	\$12.50	\$12.50	\$12.50	Pass through, per event	15,000	\$750,000.00
Third Party Vendor Fee	\$2.00	\$2.00	\$2.00	\$2.00	Pass through, per event	15,000	\$120,000.00
							\$870,000.00
Telematics - Section H							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity	Extended Price
Telematics -3.7							
Hardware,	\$52.68	\$52.68	\$52.68	\$52.68	Per unit - one time	7000	\$1,475,040.00
T harness,	\$22.00	\$22.00	\$22.00	\$22.00	Per unit - one time	7000	\$616,000.00
Monthly service fee	\$16.00	\$16.00	\$16.00	\$16.00	Per unit - monthly	7000	\$448,000.00
In cab verbal notification	\$0.00	\$0.00	\$0.00	\$0.00	Per unit - monthly	7000	\$0.00

State of West Virginia Fleet Management Office

Exhibit A - Pricing Page

NFC Reader	\$49.50	\$49.50	\$49.50	\$49.50	Per unit - one time	7000	\$1,386,000.00
Fob	\$3.00	\$3.00	\$3.00	\$3.00	Per unit - as needed	7000	\$84,000.00
Subtotal Section H							\$4,009,040.00

Driver Safety Education Program - Section I							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity Per Year	Extended Price
Driver Safety Education Program - 3.9							
Initial Assessment	\$13.00	\$13.00	\$13.00	\$13.00	Per Event	5000	\$260,000.00
Supporting Modules as defined in section 3.9.	\$5.00	\$5.00	\$5.00	\$5.00	Per Module	5000	\$100,000.00
Subtotal Section I							\$360,000.00

Data Interface - Section J							
	Unit Price Year One	Unit Price (Optional Renewal Year Two)	Unit Price (Optional Renewal Year Three)	Unit Price (Optional Renewal Year Four)	Unit of Measure	Estimated Quantity Per Month	Extended Price
Third Party Interface	\$0.00	\$0.00	\$0.00	\$0.00	Per record	3000	\$0.00
Subtotal Section J							\$0.00

Total Bid Amount (Sum of Subtotals from Section A through J) \$366,058,240.00

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

Vendor Name:	ARI
Point of Contact Name:	Pete Gnatowski, District Sales Manager
Point of Contact Phone:	(513) 288-2287
Point of Contact Fax:	
Point of Contact Email:	pgnatowski@arifleet.com



A HOLMAN ENTERPRISE

CRFQ 0216 FLT2100000003 Vehicle Maintenance, Fuel And Repair Management Services

November 16, 2021

Prepared by:

ARI

Pete Gnatowski

District Sales Manager

C (513) 288-2287

E pgnatowski@arifleet.com

www.arifleet.com

3.1 MAINTENANCE and REPAIR SERVICES PROGRAM

3.1.1 Maintenance and Repair Services Program - Fleet Data

3.1.1.1 For the purpose of bidding, the following is data relating to the State of West Virginia's Fleet:

Total # of vehicles for records and data listing	7600
Average # of active vehicles with maintenance	3227
Average# of transactions per month	860
Average \$ spent per month	\$245,000

<u>Vehicle Type</u>	<u>Total # of Vehicles</u>
Bus	19
Car	826
Motorcycle	17
SUV	2552
Truck HD	52
LD Truck	2845
Truck MD	71
Van	895

ARI can continue to support the State's fleet needs.

- 3.1.2 Vendor must furnish maintenance and repair services program for each vehicle designated in the fleet. These services must follow manufacturers recommendation.**
ARI complies with this requirement.
- 3.1.3 Vendor must deal directly with any maintenance and repair service providers concerning the cost and need for any repair. The pre-approval level for repairs will be provided to the successful vendor.**
ARI complies with this requirement.
- 3.1.4 Vendor must furnish a maintenance program for each vehicle that must include an explanation of how to facilitate emergency roadside assistance such as: flat tire, lock-out assistance, towing, and services available. Vendor will be provided a list of current vehicles for which the vendor will supply a maintenance mechanism within ten business days after contract is finalized. Vendor will supply a maintenance mechanism within five business days for new vehicles or for replacements.**
ARI complies with this requirement.
- 3.1.5 Vendor must be able to facilitate, at no additional cost, the acquisition of tires and mount, valves, balance and disposal through the State of West Virginia Statewide Contract.**
ARI complies with this requirement.



3.1.6 Vendor must provide to the State of West Virginia, the capabilities to manually enter maintenance invoices into the vendor database and/or accept other maintenance events that can be uploaded into the vendor database. All maintenance events entered into vendors data base regardless shall be included in all reports.

ARI complies with this requirement.

3.1.7 Vendor must capture vehicle odometer reading from the service provider at the time service is provided for reporting purposes.

ARI complies with this requirement.

3.1.8 Vendor must implement a payment mechanism for billing and payment to the third-party vendor for vehicle maintenance and repair costs associated with these activities.

ARI complies with this requirement.

3.1.9 Vendor must implement preventative maintenance management to establish parameters that follow manufacturers recommendations.

ARI complies with this requirement.

3.1.10 Maintenance and Repair Services Program - Data Management

3.1.10.1 Vendor must implement data analytical service management using integrated, browser client-server applications for the following core fleet processes:

ARI complies with this requirement.

3.1.10.2 Fleet utilization management

ARI complies with this requirement.

3.1.10.3 Maintenance management

ARI complies with this requirement.

3.1.10.4 Fleet cycling (replacement management)

ARI complies with this requirement.

3.1.10.5 Total cost of ownership analytics

ARI complies with this requirement.

3.1.10.6 Cost management and cost containment

ARI complies with this requirement.

3.1.10.7 Industry best practice modeling

ARI complies with this requirement.

3.1.10.8 Operations cost bench marking

ARI complies with this requirement.



- 3.1.10.9** Vendor must capture, integrate, and provide National Highway Transportation Safety Administration (NHTSA) safety data and vehicle recall information to driver and spending unit fleet coordinator using a browser client-server application. Vendor must have a web-based forum that would house and make available safety information from the NHTSA and/or internal vendor data that can track maintenance trends on certain makes and models of vehicles.
ARI complies with this requirement.
- 3.1.10.10** Vendor must implement a browser client-service preventive maintenance application that is driver-centric and can produce maintenance reminders using email, SMS or other means that notify spending unit fleet coordinators when established thresholds are pending or have been exceeded.
ARI complies with this requirement.
- 3.1.10.11** Vendor must implement a browser client-server maintenance management and repair application that provides real-time, line item visibility of maintenance and repair outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.
ARI complies with this requirement.
- 3.1.10.12** Vendor must seek the State approval before implement repair service management based on established thresholds.
ARI complies with this requirement.
- 3.1.10.13** Vendor must implement management of third-party vendors (3PV) which includes:
- 3.1.10.13.1** 3PV provides the lowest repair cost to the state based off The Mechanics Flat Labor Rate Guide, Mitchell ProDemand, or equal, or an agreed upon industry best practice equivalent.
ARI complies with this requirement.
 - 3.1.10.13.2** 3PV executes real-time odometer entry and accounts receivable processing.
ARI complies with this requirement.
 - 3.1.10.13.3** 3PV is the closest reasonable proximity based on the vehicle location, garage alliances and geographic challenges.
ARI complies with this requirement.
 - 3.1.10.13.4** 3PV use Original Equipment Manufacturer (OEM) or equivalent, warrantied parts during vehicle warranty period. Post OEM warranty coverage period, the 3PV uses OEM or equivalent after-market parts whichever is most cost-effective.
ARI complies with this requirement.



- 3.1.10.13.5** **3PV payment credit or reimbursement of one hundred percent (100%) of the manufacturer part's warranty value minus the recovery fee with "Warranty recovery" clearly identified on spending unit invoice or reimbursement check detail if payment is made by check.**
ARI complies with this requirement.
- 3.1.10.14** **Vendor must implement and manage a maintenance management contact center by phone, text and or email that is available to drivers and fleet coordinators 24/7/365.**
ARI complies with this requirement.
- 3.1.10.15** **Vendor must implement and manage a 24-hour roadside assistance program with the following core functions:**
- 3.1.10.15.1** **Toll-free assistance line**
ARI complies with this requirement.
- 3.1.10.15.2** **Emergency towing service**
ARI complies with this requirement.
- 3.1.10.15.3** **Tire-changing service**
ARI complies with this requirement.
- 3.1.10.15.4** **Battery jump service**
ARI complies with this requirement.
- 3.1.10.15.5** **Lockout service**
ARI complies with this requirement.
- 3.1.10.16** **Vendor must implement email notification to 3PV after 72 hours of no activity on approved purchase orders. The same email notification must also be sent to an FMD designated email.**
ARI complies with this requirement.
- 3.1.10.17** **Vendor must provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance cost, predictive maintenance costs by automotive systems, manufacturer, VIN make, and VIN model.**
ARI complies with this requirement.
- 3.1.10.18** **All data must be maintained by the Vendor for thirteen (13) months after the vehicle becomes retired, at no additional cost to the Agency. All operations cost associated with a vehicle must be maintained for a minimum of 5 years for reporting purposes. Vendor must provide access to data and assist in transitioning the data to another Vendor should this contract be terminated for any reason.**
ARI complies with this requirement.



3.1.10.19 Vendor's solution must communicate and interface maintenance, fueling, inventory, billing and other vehicle related information to the consolidated centralized state of WV fleet management system using a Comma-separated values file.

ARI complies with this requirement.

3.1.10.19.1 Two-way interface with wvOASIS Advantage Financial

ARI complies with this requirement.

3.1.10.19.2 Two-way interface with the wvOASIS Operations Management function to obtain vehicle and equipment usage information entered by Operations forces on the Daily Activity Report or on a specific work order and update vehicle inventory information with the mileage or hours utilized, as appropriate.

ARI complies with this requirement.

3.1.10.19.3 Two-way interface with the wvOASIS Facilities Management function to obtain vehicle and equipment usage information entered by staff on work orders and update the vehicle inventory information with the mileage and hours utilized, as appropriate.

ARI complies with this requirement.

3.1.10.20 Vendor must provide the ability to record spending unit fleet coordinator name, address, phone number and email associated with each vehicle under their purview.

ARI complies with this requirement.

3.1.10.21 Vendor must provide the ability to record the driver first name, last name, and the physical address for each vehicle.

ARI complies with this requirement.

3.2 FUEL-ONLY CREDIT CARDS

3.2.1 Vendor must provide a secure, fuel-only credit card that must be "universal" and honored by multiple retail franchises, i.e., Exxon Mobil™, BP™, 7-Eleven™, GoMart™, Sheetz®, Shell™, Marathon™ Pilot™, and Speedway™ throughout the continental United States including Hawaii and Alaska.

ARI complies with this requirement.

3.2.2 Vendor must furnish a secure fuel card for each state vehicle or in some cases as designated by FMD-established program or event; administer and assign unique, secured individual Personal Identification Numbers (PIN) for each driver, operator, location, or event as well.

ARI complies with this requirement.



3.2.3 Vendor must capture point of sale information at the fuel dispenser. Personal identification number (PIN) and odometers, hours, or power take off (PTO) reading must be entered. Verify that an authorized, valid, active PIN has been entered prior to fuel being dispensed. Reported transactional data must include: the amount of the expenditure, the identity of the driver or operator (PIN), the odometer, hour, or power take off (PTO) reading, fuel type (unleaded, diesel, ethanol [E-85], CNG, LNG, LPG, and hydrogen), grade or composition (regular unleaded, mid-grade unleaded, premium unleaded, biodiesel [B-5], and biodiesel [B-20]), quantity dispensed, the time of purchase, location of purchase, the identity of the fuel provider, the action and the action codes (accept/decline and reasons).

ARI complies with this requirement.

3.2.4 Vendor must be able to group specific hierarchy organizations so that one driver PIN will be active across the entire hierarchy level. (Prompt Accounts)

ARI complies with this requirement.

3.2.5 Vendor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by FMD.

ARI complies with this requirement.

3.2.6 Vendor must create dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or application permissions can be adjusted by FMD or hierarchical designees.

ARI complies with this requirement.

3.2.7 Vendor must provide time-phased initial secure, fuel-only credit card issue as designated by FMD.

ARI complies with this requirement.

3.2.8 Vendor must provide client-defined data fields to accommodate a combination of vehicle/rental type, location, assigned spending unit, etc. as designated by FMD.

ARI complies with this requirement.

3.2.9 Vendor must provide color-differentiated plastic card stocks to easily separate:

- 3.2.9.1 Vehicle**
- 3.2.9.2 Undercover Vehicle**
- 3.2.9.3 Rental**

ARI complies with these requirements.

3.2.10 All fuel-only cards must have an expiration date that extends for the life of the contract. A 90-day notice must be given to FMD prior to any card renewals or expirations.

ARI complies with this requirement.

3.2.11 The card program must be a closed-loop proprietary network that can capture Level III data with a minimum of 99.8% accuracy.

ARI complies with this requirement.



3.2.12 The State of West Virginia can accept and encourages discounts, rebates, and incentives offered by the vendor.

ARI complies with this requirement.

3.2.13 The State of West Virginia intends for historical data to be maintained and subsequently transferred in the event of a vendor change.

ARI complies with this requirement.

3.2.14 Vendor logo may be displayed on the secure, fuel-only credit card in addition to the card manufacturer.

ARI complies with this requirement.

3.2.15 Vendor must include any costs such as initial set-up fees, software licensing, and annual software maintenance fees in the monthly, fixed price fee per card.

ARI complies with this requirement.

3.3 INVOICING

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

ARI complies with this requirement.

3.3.2 Vendor must have the ability to invoice individual agencies as designated by the FMD.

ARI complies with this requirement.

3.3.3 Maintenance and Repair Services-Invoicing

3.3.3.1 Vendor must have the ability to invoice individual agencies as designated by the FMD. The vendor will pay directly to maintenance and repair service providers all charges, except any assessed taxes, made by drivers and invoice the designated agency monthly.

ARI complies with this requirement.

3.3.3.2 Vendor must ensure that any assessed Federal or State taxes are not passed along to the FMD or its designated agency for payment.

ARI complies with this requirement.

3.3.3.3 Vendor must reimburse the State of West Virginia for all discounts, rebates, as indicated on Exhibit A and warranty recovery.

ARI complies with this requirement.

3.3.3.4 Vendor must monitor warranty repairs and seek automobile manufacturer reimbursement. The manufacturer warranty recovery minus the recovery fee must be clearly identified on the spending unit invoice or reimbursement check detail if payment is made by check.

ARI complies with this requirement.

3.3.4 Fuel-Only Credit Cards-Invoicing

3.3.4.1 Vendor must invoice clients, business units, billing code, etc. as designated by FMD monthly for fuel-only charges made by assigned drivers or operators.

ARI complies with this requirement.

3.3.4.2 Vendor must pay directly to the Fuel-Only Card Provider:

ARI complies with this requirement.

3.3.4.3 Vendor must invoice FMD directly for any management, shipping, report fees that are incurred.

ARI complies with this requirement.

3.3.4.3.1 Vendor must exempt taxes when possible and provide reporting when this is unavailable.

ARI complies with this requirement.

3.3.4.3.2 Any vendor rebates, incentives, and discounts must be itemized and contained on client, business unit, billing code, etc. monthly invoice or on the monthly invoice following the period for which the rebate, incentive, or discount is offered by the vendor.

ARI complies with this requirement.

3.4 SUPPORT

3.4.1 Vendor must send a minimum of one key person as identified by FMD at no additional cost to visit designated agency representatives upon request. No more than four (4) half day visits will be required yearly.

ARI complies with this requirement.

3.4.2 Vendor must provide on-site user training in West Virginia as required demonstrating a functional understanding of the browser client-server application by the user; utilization of reports; analysis of operating costs; and costing trends at no additional cost. No more than four (4) day visits will be required during annual contract periods.

ARI complies with this requirement.

3.4.3 Vendor must provide FMD with a list of principal service personnel. List shall include contact names, phone numbers, and email addresses, after contract award.

ARI complies with this requirement.

3.4.4 Vendor must participate, at FMD's request, at seminars to educate drivers / FMD customers on program requirements in West Virginia at no additional cost to the state.

FMD will notify vendor of request a minimum of two weeks prior to the engagement. A maximum of two (2) seminars will be required yearly. Vendor must provide training, as required, for full understanding and utilization of reports and analysis of operating costs and cost trends at no additional cost to the agency.

ARI complies with this requirement.



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

ARI complies with this requirement.

3.4.6 Vendor must provide capability for FMD and designee to interact online with vendor for ordering, inquiry, Information, updating and reporting purposes. The estimated number of interactive users is a minimum of 500.

ARI complies with this requirement.

3.4.7 Vendor must allow FMD to periodically visit the vendor to verify / review the program in operation.

ARI complies with this requirement.

3.4.8 Vendor should provide three jobs of similar size and scope to demonstrate recent experience providing and implementing fleet management programs and services to governmental entities with their bid response. But documents will be requested prior to contract award.

ARI complies with this requirement.

3.4.9 Maintenance and Repair Services - Support

3.4.9.1 Vendor must provide information concerning changes in industry practices, policies, regulations, and/or other related information to FMD. For example, periodic publications for review by the FMD concerning 1) suggestions for prompt and effective maintenance; and 2) national fleet information from manufacturers, consultants, etc.

ARI complies with this requirement.

3.4.10 Vendor should submit with their bid response, a quantity, list of names and locations of maintenance and repair service providers in West Virginia, Virginia, Kentucky, Ohio, Maryland, and Pennsylvania. But documents will be requested prior to contract award.

ARI complies with this requirement.

3.4.10.1 Vendor must have a toll-free line which includes Automotive Service Excellence (ASE) Certified Technicians, 365 days a year, 7 days a week, 24 hours a day to monitor all maintenance and repair requests. If applicable, nights and weekends may be reserved for limited emergency services and handled by vendor's subcontractor. The primary vendor, however, retains all contractual responsibilities.

ARI complies with this requirement.

3.4.10.2 Vendor must implement narrative and graphical performance reviews for the FMD (consolidated) and state spending units (by spending unit billing code), no less than annually to demonstrate achieved cost savings based upon agreed metrics for the state and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the state and spending units.

ARI complies with this requirement.



3.4.11 Fuel Only Credit Cards - Support

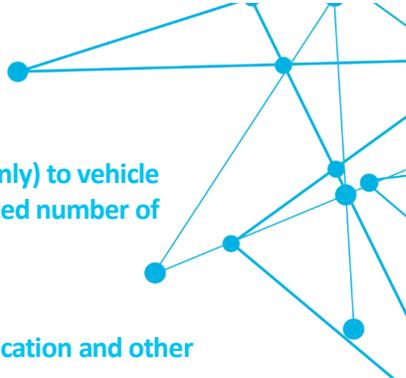
- 3.4.11.1** Vendor must provide a browser client-server application for FMD and designees (approximately 300-400 users) to interact online for credit card ordering; report lost or stolen credit card; information updating and reporting; and requesting personal identification number (PIN).
ARI complies with this requirement.
- 3.4.11.2** PIN's must be no less than six numeric digits and unique for each driver. No duplicate PIN numbers are authorized either with client code, business unit, or billing code- no blanket PIN's.
ARI complies with this requirement.
- 3.4.11.3** PIN's must not be made available to or maintained by client, business unit, or billing code designees unless approved by FMD.
ARI complies with this requirement.
- 3.4.11.4** FMD must be the only user approved to order new cards, replace damaged or lost cards unless otherwise designated by FMD.
ARI complies with this requirement.
- 3.4.11.5** New and replacement cards must be received within 5 business working days by Express Mail, or received within 7-10 business working days by USPS, when the request is made by the FMD.
ARI complies with this requirement.
- 3.4.11.6** Vendor must provide the ability to transfer/reassign a fueling card to another department without issuing a new card.
ARI complies with this requirement.
- 3.4.11.7** The Vendor must maintain a toll-free technical support telephone number, staffed 24/7, and accessible to all agencies who have received secure, fuel-only credit cards from the Vendor under this contract. Personnel staffing the Vendor's support line must be able to give technical assistance to agencies for all products and services purchased under this contract for the fuel-only credit cards.
ARI complies with this requirement.
- 3.4.11.8** **Uninterrupted Fuel Service**
- 3.4.11.8.1** The Vendor must provide secure, fuel-only credit cards for temporary use during card replacement cycles to FMD or designee to ensure uninterrupted fuel service for drivers or operators.
ARI complies with this requirement.
- 3.4.11.8.2** The vendor must provide a mechanism to ensure that a driver won't get stranded at the pump with a deactivated full card
ARI complies with this requirement.



3.5 REPORTING

- 3.5.1 All data and reports must be available to be exported into Microsoft Excel 2003 or later version.**
ARI complies with this requirement.
- 3.5.2 Vendor must provide the mechanism for the state to develop, customize, and create specialized reports.**
ARI complies with this requirement.
- 3.5.3 Vendor must provide a quarterly report to FMD detailing savings recovered by efforts of the Vendor.**
ARI complies with this requirement.
- 3.5.4 Vendor must provide a browser client-server application for real-time reporting based on user-selected criteria upon request.**
ARI complies with this requirement.
- 3.5.5 Vendor must ensure that all reports are mathematically correct and accurate before publishing reports. Rounding of individual costs is not acceptable.**
ARI complies with this requirement.
- 3.5.6 Vendor must provide standardized and customizable reports that will be available through a browser-client application to state agencies without additional charge. Reports should be exportable in comma-separated-value or ".csv" format.**
ARI complies with this requirement.
- 3.5.7 Vendor must provide a report that combines all maintenance, fueling, and other vehicle related expenses into one report that can be run by date ranges and or specific hierarchy organizations. Report must be the true cost of operating a vehicle not over or under stated by taxes, refunds and or corrections.**
ARI complies with this requirement.
- 3.5.8 Vendor must provide to FMD Yearly Review of Accounts and Suggestions**
ARI complies with this requirement.
- 3.5.9 Vendor must have the ability to transfer charges in case of incorrect transactions.**
ARI complies with this requirement.
- 3.5.10 Maintenance and Repair Services Program - Reporting**
- 3.5.10.1 Vendor must distribute standardized reports (i.e.: maintenance by VIN, by 3PV, by vehicle make/model, by maintenance type, by department, etc.) to designated agencies as determined necessary without additional charges. Additionally, the vendor will develop specialized reports unique to each agency's needs.**
ARI complies with this requirement.



- 
- 3.5.10.2** Vendor must provide on-line computer access (viewing only) to vehicle maintenance and/or repair expense information. Estimated number of view-only users is a minimum of 500.
ARI complies with this requirement.
 - 3.5.10.3** Vendor must furnish, at a minimum by email, recall notification and other warranty / service information received from any source.
ARI complies with this requirement.
 - 3.5.10.4** Vendor must create and maintain all data records for each vehicle in the database system. The FMD requires that the vendor keep automated maintenance and repair records for as long as the vehicle is enrolled in the vendor's maintenance and repair program and thirteen (13) months after vehicle becomes retired. The vendor must also keep records and supporting documentation that may be needed to satisfy all manufacturer's claims or other disputed maintenance and repair issues. Records shall be surrendered to FMD or designated Vendor upon the end of contract termination or at FMD's request.
ARI complies with this requirement.

3.5.11 Fuel Only Credit Cards - Reporting

- 3.5.11.1** Vendor must provide a browser client-server application for real-time exception reporting based on user-selected criteria such as odometer, transactional, fuel quantity, fuel expenditure, and fuel type or grade thresholds or selections.
ARI complies with this requirement.
- 3.5.11.2** Vendor must provide a report listing the cards that were declined at the point of sale which can be run by agency and or date range.
ARI complies with this requirement.
- 3.5.11.3** Vendor must provide a browser client-server application for drivers and operators that identify the name, physical address, telephone number, and hours of operations for each participating fuel-only fuel card program authorized retailer. The browser client-server application must be searchable by single or multiple data points, e.g., country, city, state, zip code, or distance from an inputted zip code.
ARI complies with this requirement.
- 3.5.11.4** Vendor must provide the Contract Administrator with usage reports including a summary of all secure, fuel-only credit cards (regardless of dollar amount) sold under this contract including FMD or designee name, model/part number, item description, date received, order ship-date, and total amount or equal to this. These reports must be provided using a browser client-server application.
ARI complies with this requirement.



- 
- 3.5.11.5** Vendor must provide to FMD a Monthly Summary Transaction report that must include but is not limited to: vehicle year, vehicle make, vehicle model, license plate, asset type, account number, department, unit, dollars, gallons/units, miles driven, CPM, MPG, and transaction count or a report equal to this.
ARI complies with this requirement.
 - 3.5.11.6** Vendor must provide to FMD a monthly Gallons and Dollars Summary report that must include but is not limited to: account number, transaction count, gross amount, and active card count or a report equal to this.
ARI complies with this requirement.
 - 3.5.11.7** Vendor must provide to FMD monthly Exemption reports that must include but are not limited to: over tank capacity transactions, delinquent accounts, odometer entry errors, and supreme grade fuel transactions or a report equal to this.
ARI complies with this requirement.
 - 3.5.11.8** Vendor must provide to FMD Monthly Rental Card reports that must include but are not limited to: transaction date and time, account number, card number, gallons purchased, transaction count and dollars, or a report equal to this.
ARI complies with this requirement.
 - 3.5.11.9** Reassignment of vehicle fueling cards from one department or vehicle to another without having to order a new fueling card
ARI complies with this requirement.

3.6 MILEAGE AND ODOMETERS

- 3.6.1** Vendor system must allow odometer readings to be entered manually, by interface from other software, or by data upload per each VIN as needed.
ARI complies with this requirement.
- 3.6.2** Vendor must have a mechanism to report on business and personal miles and report on number of business and personal miles by vehicle, month, agency and state of WV.
ARI complies with this requirement.
- 3.6.3** Vendor must provide a browser client-server application for real-time mileage entry and calculation functionality for official business use, and personal use miles. Total miles and ending odometer readings must be calculated by vehicle and driver. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.
ARI complies with this requirement.

- 3.6.4 Vendor must track and report to FMD the vehicles being driven less than a specified number of miles monthly. FMD will provide the specified number of miles for this event to the Vendor upon award.**
ARI complies with this requirement.

3.7 TELEMATICS

3.7.1 Equipment

- 3.7.1.1 Vendor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by FMD.**
ARI complies with this requirement.
- 3.7.1.2 The device must be compatible with 2000 and newer vehicles utilizing the manufactures OBD port.**
ARI complies with this requirement.
- 3.7.1.3 The device must include an installation harness allow garages to access the vehicles OBD port without discounting the telematics device**
ARI complies with this requirement.
- 3.7.1.4 The devices must be compatible with Verizon and or AT&T**
ARI complies with this requirement.
- 3.7.1.5 For emergency vehicles and first responders, the product must comply with AES256 for Data in Transit (DIT), Data at Rest (DAR), and over-the-air signed firmware updates that are FIPS 140-2 compliant and hosted with a FedRAMP certified cloud provider.**
ARI complies with this requirement.
- 3.7.1.6 The telematics devices must have the capability to distinguish between drivers using a PIN# or a FOB which would be assigned to drivers of pool cars.**
ARI complies with this requirement.
 - 3.7.1.6.1 A pool drivers record must stay with the drivers history regardless of the number of different vehicles that are driven**
ARI complies with this requirement.
- 3.7.1.7 Application must be compatible with HOS/ELD/DVIR along with Android or iOS model or tablet devices**
ARI complies with this requirement.
- 3.7.1.8 Application must include installation, support and service**
ARI complies with this requirement.



3.7.1.9 Software must be complete Web based, requiring no software installation of any kind on the State's computers, laptops, or mobile phones.

ARI complies with this requirement.

3.7.1.10 Software must include unlimited grouping hierarchy and users

ARI complies with this requirement.

3.7.1.11 Tracking must be on at least 2-minute intervals

ARI complies with this requirement.

3.7.2 Features

3.7.2.1 Location tracking

3.7.2.2 Driver speed tracking (threshold and posted)

3.7.2.3 Idle time tracking

3.7.2.4 Create, edit and import Geo-fence zones

3.7.2.5 Versatile rules engine for defining exceptions

3.7.2.6 E-mail alert notifications and reports

3.7.2.7 Odometer and engine hours

3.7.2.8 In-cab audible alerts

3.7.2.9 Driver behavior

3.7.2.10 Speeding

3.7.2.11 Idling

3.7.2.12 Harsh braking

3.7.2.13 Harsh acceleration

3.7.2.14 Harsh cornering

3.7.2.15 Seat belt use

3.7.2.16 Engine data and engine faults

3.7.2.17 Stop detail report

3.7.2.18 Vehicle activity

3.7.2.19 Begin/end of day

3.7.2.20 Smog check

3.7.2.21 Greenhouse gas emissions

3.7.2.22 Fleet utilization

3.7.2.23 Fuel efficiency

ARI complies with these requirements.

3.7.3 Warranty

ARI complies with this requirement.

3.8 DRIVER LOG

3.8.1 Driver log shall be access by a PC, cell phone or tablet

ARI complies with this requirement.



3.8.2 Driver log needs to maintain a secure limited access hierarchy of viewing and editing as provided by FMD

ARI complies with this requirement.

3.8.3 The Driver log must be able to accommodate drivers that are not assigned to one vehicle. Trip logs must be tracked on a driver-by driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.

ARI complies with this requirement.

3.8.4 At a minimum, the Mileage Log must contain the following fields:

- 3.8.4.1 Driver ID#**
- 3.8.4.2 Driver First Name**
- 3.8.4.3 Driver Last Name**
- 3.8.4.4 Reporting Period**
- 3.8.4.5 Vehicle#**
- 3.8.4.6 Starting Odometer**
- 3.8.4.7 Ending Odometer**
- 3.8.4.8 Business Miles**
- 3.8.4.9 Personal Miles**
- 3.8.4.10 Total Miles**
- 3.8.4.11 Purpose of trip**

ARI complies with these requirements.

3.9 DRIVER SAFETY EDUCATION PROGRAM

3.9.1 Vendor shall provide a Driver's Safety Education Program by:

3.9.1.1 Provide a Driver Skills Assessment program that will be used to assess each driver's strengths and areas for improvement

ARI complies with this requirement.

3.9.1.1.1 Vendor must provide at least 20 different interactive driving simulations that simulates real-world driving situations and at least 30 theory-based questions pertaining to driving decision making

ARI complies with this requirement.

3.9.1.1.2 The Assessment must score drivers risk level, overall score and recommend and schedule future defensive driving modules that targets areas of improvement

ARI complies with this requirement.



3.9.1.2 Provide a minimum of 60 different Defensive Driving Training Modules that can be taken by drivers and tested on the presented subject matter including but not limited to:

- 3.9.1.2.1 Aggressive driving
- 3.9.1.2.2 Alcohol, drugs and driving
- 3.9.1.2.3 Avoiding hazards
- 3.9.1.2.4 Avoiding auto theft
- 3.9.1.2.5 Distracted driving
- 3.9.1.2.6 Changing lanes
- 3.9.1.2.7 Adverse weather
- 3.9.1.2.8 Driving Ergonomics
- 3.9.1.2.9 Drowsy driving
- 3.9.1.2.10 Eco-driving
- 3.9.1.2.11 Highway driving
- 3.9.1.2.12 Intersections and right of ways
- 3.9.1.2.13 Parking lot safety
- 3.9.1.2.14 Defensive driving techniques
- 3.9.1.2.15 Safety Devices
- 3.9.1.2.16 Sharing the road
- 3.9.1.2.17 Speed management
- 3.9.1.2.18 Vehicle backing
- 3.9.1.2.19 DOT vehicle inspections
- 3.9.1.2.20 Driving at night
- 3.9.1.2.21 Towing

ARI complies with these requirements.

3.9.1.3 Conducting driver safety education courses (Defensive Driving and Reasonable Suspicion) and or instructional media. Vendor may use electronic media

ARI complies with this requirement.

3.9.1.4 Defensive Driving Modules must have an interactive test program that scores the drivers on their abilities

ARI complies with this requirement.

3.9.1.5 Provide a Driver Scorecard that compiles an overall score for each driver

ARI complies with this requirement.



3.9.1.5.1 Scorecard must compile data from:

- 3.9.1.5.1.1 Driver Safety Program**
- 3.9.1.5.1.2 Claims**
- 3.9.1.5.1.3 MVR**
- 3.9.1.5.1.4 Violations**
- 3.9.1.5.1.5 Maintenance**
- 3.9.1.5.1.6 Fueling**
- 3.9.1.5.1.7 Telematics data**
- 3.9.1.5.1.8 Driver Status (new driver, young driver)**

ARI complies with these requirements.

3.9.2 MVRs must be continuously monitored, and events reported to employer. The driver's motor vehicle records can be continuously monitored for new activity at the most comprehensive level provided by the applicable State and the third party vendor. Monitoring could be as frequent as daily. An official MVR will be run on a Purchaser's record whenever activity is found and/or annually.

ARI complies with this requirement.

3.9.2.1 Agency can elect the frequency with which they would like MVRs run.

ARI complies with this requirement.

3.9.2.2 Must include the state of WV DMV and surrounding border states

ARI complies with this requirement.

3.9.3 Vendor must provide a browser client server application for real-time reporting based on user selected criteria upon request

ARI complies with this requirement.

3.9.4 Vendor must invoice individual agencies as designated by FMD

ARI complies with this requirement.

3.10 MISCELLANEOUS

3.10.1 Vendor is solely responsible for all work performed solely by Vendor under the contract (excluding work performed by third party vendors) and shall assume prime contractor responsibility the coordination of the administrative responsibilities of 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 regarding 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 and third party vendors. Subcontractors do not include third party vendors such as manufacturers, dealers, maintenance repair facilities and fuel vendors.

ARI complies with this requirement.



3.10.2 Vendor must provide a browser client-server VIN decoder application to the FMD. The information must, at a minimum, define year, make, model and fuel tank capacity of the vehicle.

ARI complies with this requirement.

4 CONTRACT AW ARD

4.1 Contract Award: The Contract is intended to provide FMD 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.

ARI complies with this requirement.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as part of this solicitation. This information will be required before Purchase Order is issued.

ARI complies with this requirement.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as part of this solicitation. This information will be required before Purchase Order is issued.

ARI complies with this requirement.

5. PRICING PAGES

5.1 Maintenance and Repair Services Program - Pricing Page

5.1.1 Vendors must complete the Exhibit A Pricing Page in Section A by quoting a per month per vehicle fixed price for Vehicle Maintenance Services of 1 ton and under, and a Vehicle Maintenance Services of 1 ton and over. Vendors will then enter the National Account Discount percentage, the Independent Vender percentage fee then a Warranty Recovery fee per recovery. Vendors should include a monthly cost for Year One plus a monthly cost for each optional renewal year.

ARI has completed Exhibit A Pricing Page.

5.1.2 Fuel Only Credit Cards - Pricing Pages:

5.1.2.1 Vendor must complete the Exhibit A Pricing Page in Section B by quoting a monthly, fixed price fee per card for all required products and services per Section 3 .2. The monthly, per card fee must be all-inclusive. If no fee will be imposed on the FMD, the Vendor must indicate by entering "\$0.00" in the appropriate space provide.

ARI has completed Exhibit A Pricing Page.



5.1.3 The Exhibit A Pricing Page contains a list of 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 any individual item is guaranteed or implied.

ARI complies with this requirement.

5.1.4 The following criteria will be used to evaluate annual cost:

5.1.4.1 Cost frequency for evaluation will be monthly.

ARI has read and understands.

5.1.4.2 Cost will be calculated using 10,000 active, secure, fuel-only credit cards for domestic use.

ARI has read and understands.

5.1.4.3 Cost will be calculated per annum to ensure an "apples-to-apples" comparison.

ARI has read and understands.

5.1.4.4 Cost will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

ARI has read and understands.

5.1.5 Example: \$1 per card per month x 10,000 cards per month = \$10,000 per month x 12 months = \$120,000 total annual cost.

ARI has read and understands.

5.1.5.1 The following criteria will be used to evaluate the Domestic Volume Rebate:

5.1.5.1.1 Rebate frequency for evaluation will be monthly based on a 12 month timeframe.

ARI has read and understands.

5.1.5.1.2 Rebate will be calculated using basis points to ensure "apples-to-apples" comparison.

ARI has read and understands.

5.1.5.1.3 One basis point is equal to 1/100th of 1%, or 0.01 % (0.0001).

ARI has read and understands.

5.1.5.1.4 Rebate will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

ARI has read and understands.



5.1.5.1.5 For purposes of evaluation, volume rebate basis points will be calculated using 10,000 active, secure, fuel-only credit cards for use domestically.

ARI has read and understands.

5.1.6 Example: 10,000 cards= volume rebate of 135 basis points x \$1,000,000 domestic retail transactions = \$13,500 monthly volume rebate x 12 months = \$162,000 total annual volume rebate.

ARI has read and understands.

5.2 Vendor should complete the Pricing Pages by listing a price for the mandatory items they can provide. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

ARI has completed Exhibit A Pricing Page.

5.2.1 The Pricing Pages 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 any individual item is guaranteed or implied.

ARI has read and understands.

5.2.2 Vendor should electronically enter the information into the Excel version of the Exhibit A - Pricing Pages attached to the solicitation and submit a copy with their bid. Vendor should complete the Exhibit A - Pricing Pages in entirety as failure to complete all areas may result in the Vendor's bid being disqualified.

ARI has completed Exhibit A Pricing Page and submitted electronically through the wvOASIS portal.

5.2.3 If Vendor is submitting their bid through wvOASIS, Vendor is to enter the Total Bid Amount from the Exhibit A Pricing Page on the commodity line in wvOASIS and must complete the Exhibit A - Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A - Pricing Pages will be evaluated for award. Only dollar and number values will be accepted on the Cost Proposal. Any description other than number value such as, but not limited to: "no cost," "included," "see below," ""e," "N/A," etc. will not be accepted. A cost value of \$0.00 shall indicate the deliverable is no cost to the Agency. If a cost is not provided in the cell, it will indicate the Vendor does not provide the specific service."

ARI has completed Exhibit A Pricing Page.



6 ORDERING AND PAYMENT

- 6.1 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 can accept on-line orders, it should include in its response a brief description of how FMD 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.

The State can continue to “order” maintenance repairs by using their mobile app or through the ARI *insights* platform. Relating to fuel, your fleet personnel can either request a replacement fuel card through the mobile app, through ARI *insights* or contact ARI directly. The mobile app platform and ARI *insights* are secure and require password log in criteria.

- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

ARI complies with this requirement.

7 DELIVERY AND RETURN

- 7.1 Delivery Time:** Vendor shall deliver standard orders within 10 calendar days after orders are received. Vendor shall deliver emergency orders within 5 calendar 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.

ARI complies with this requirement.

- 7.2 Late Delivery:** FMD must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency of the State of West Virginia will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

ARI complies with this requirement.

- 7.2 If FMD seeks to obtain items from a third party under this provision, they must first obtain approval of the Purchasing Division.**

ARI complies with this requirement.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to FMD's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the State of West Virginia separately for such delivery. FMD 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.

ARI's program offering as outlined in this bid requirement are included in the Exhibit A Pricing Page. All charges are per vehicle per month charge and affiliated costs like maintenance repair or fueling events are pass through charges. We have also outlined the cost of freight for replacement fuel cards within Exhibit A Pricing Page.



- 7.4 Return Due to Agency Error:** Items ordered in error by FMD 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 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.

ARI has read and understands, however this is not applicable to the programs outlined here within this bid response.

8 VENDOR DEFAULT

- 8.1 The following shall be considered a vendor default under this Contract.**

- 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.**

ARI complies with this requirement.

- 8.1.2 Failure to comply with other specifications and requirements contained herein.**

ARI complies with this requirement.

- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**

ARI complies with this requirement.

- 8.1.4 Failure to remedy deficient performance upon request.**

ARI complies with this requirement.

- 8.2 The following remedies shall be available to FMD upon default.**

- 8.2.1 Immediate Cancellation of the Contract.**

ARI complies with this requirement.

- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.**

ARI complies with this requirement.

- 8.2.3 Any other remedies available in law or equity.**

ARI complies with this requirement.

9 MISCELLANEOUS

- 9.1 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.

ARI has read and complies.



9.2 Reports: Vendor shall provide quarterly reports and annual summaries to FMD showing FMD'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 the 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.

ARI has read and complies.

9.3 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:

Pete Gnatowski, District Sales Manager

Telephone Number:

(513) 288-2287

Fax Number:

Contact information through the wvOasis tool, email, or cell phone are the preferred method of communication.

Email Address:

pgnatowski@arifleet.com



RFQ Exceptions

RFQ FLT220000002 Specification Deviations & Clarifications

ARI would like to clarify the following items:

Section 14 - Payment:

Payment terms will remain Net 30 as our current agreement is today.

Section 15 – Purchasing Card Acceptance:

ARI does not accept purchasing cards for payment.

Section 16 – Taxes

ARI is not able to exempt taxes on fuel purchases. ARI will provide reporting to the State and the State can apply for a refund.

Section 27 – Assignment:

ARI must have the ability to assign monies from the State for financing purposes.

Section 37 - Indemnification:

Except if due to the negligence or willful misconduct of State, the Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any **third party** 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 **third party** claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws. **Subcontractor, for the purposes of this Agreement, shall be defined as an entity that is directly contracted by Vendor to perform a function which would normally be performed by Vendor under this Agreement and shall not be meant to include third party vendors (i.e. vehicle manufacturers, maintenance/fuel outlets or telematics providers). It is agreed that third party vendors such as manufacturers, maintenance/fuel outlets and telematics providers are independent contractors and are neither the subcontractors nor agents of Vendor.**

