

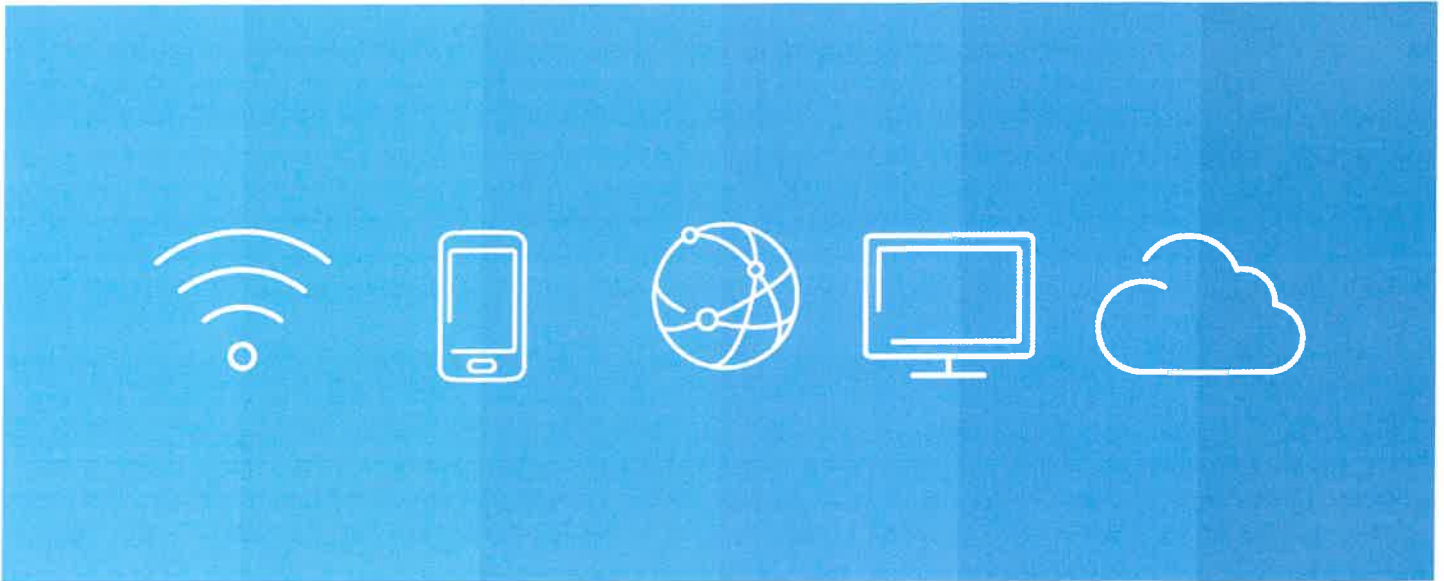


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WV PURCHASING
DIVISION

AT&T Response to West Virginia Department of Transportation's RFQ #CRFQ-0803-#DOT2100000043-3 for FirstNet Compatible GeoTab Devices





816 Lee ST E
Charleston, WV 25301

Office: 304-690-0140
elizabeth.frazier.1@att.com
www.att.com

November 05, 2020

Dear Mr Estep:

On behalf of AT&T Mobility National Accounts LLC ("AT&T"), I would like to thank the West Virginia Department of Transportation ("WVDOT") for the opportunity to submit this response to the RFQ (the "Response"). As a leading provider of telecommunications and related services to governmental institutions, AT&T is uniquely positioned to meet WVDOT's service and product needs.

In that regard, please understand that AT&T is submitting the Response pursuant to the terms and conditions of: (a) AT&T's master wireless service agreement with NASPO dated March 15, 2012, as amended; (b) the current and corresponding Participating Addendum between AT&T and the State of West Virginia dated April 15, 2013, as amended; (c) related transactional documentation ((a), (b), and (c), collectively, the "NASPO Contract"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into the Response. The NASPO Contract makes it simple and efficient for entities like the AOC to procure the telecommunications products and services that meet its needs.

Accordingly, AT&T takes a general exception to all contractual terms and conditions contained and/or referenced in the RFQ. Any deviations between the NASPO Contract and the contract vehicle ultimately executed by the parties could result in different pricing. (All terms and conditions can be negotiated once RFQ is awarded as most do not qualify for this one time purchase)

Notwithstanding anything to the contrary in the RFQ, neither AT&T nor WVDOT is under any obligation with respect to the RFQ until both parties have agreed upon a mutually acceptable final contract. Note that AT&T remains open to negotiating a final contract that includes certain non-conflicting provisions set forth in the RFQ. AT&T respectfully requests that information in the Response be held confidential by WVDOT to the extent allowed under applicable law.

AT&T looks forward to working with you and negotiating a final agreement in the event AT&T is selected as your vendor of choice. Please do not hesitate to call me for assistance at any time.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Spradlin".

Elizabeth Spradlin
Client Solutions Executive



Connecting Your World

AT&T Response to West Virginia Department of Transportation's RFQ #CRFQ-0803- #DOT210000043-3 for FirstNet Compatible GeoTab Devices

November 05, 2020

Elizabeth Spradlin
AT&T
Client Solutions Executive
816 Lee ST E
Charleston, WV 25301
Office: 304-690-0140
elizabeth.frazier.1@att.com



Proposal Validity Period—The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of 90 days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T. **Terms and Conditions**—Unless otherwise stated herein, this Proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates. **Software**—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software. **Copyright Notice and Statement of Confidentiality**—©2020 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information.



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Executive Summary

About Geotab

Geotab is a Canadian headquartered company that has created an end-to-end telematics and secure data platform that provides the fleet ecosystem with insights designed to support a fleet owner in making operational improvements, provide profit opportunities as well as socioeconomic benefits, and by enabling innovation built on data.

Geotab counts many Fortune 500 companies and North America's largest public sector fleets among its growing roster of customers. Geotab continues to meet and exceed revenue goals year over year and has become the world's fastest growing telematics company by monthly additions globally. Geotab is connected and operating in over 130 countries with offices in Las Vegas, Austin, Denver, Oakville, Toronto, Waterloo, Burnaby, Madrid, Hong Kong, the United Kingdom, and Germany, making up a team of over 1,200 employees and growing. Over 80% of the 2 million Geotab-connected vehicles are deployed in North America, making Geotab the largest connected-vehicle company in the region.

Geotab is a global leader in telematics, providing industry-best fleet management solutions to commercial and public sector fleets of all sizes. As the world's largest secure and open connected vehicle platform, Geotab has a unique focus on rich, high quality data, and applying the analytics necessary to transform this data into actionable intelligence to help our fleet customers minimize total cost of ownership and maximize operating efficiency, safety, and environmental sustainability. With more than 40,000 global customers, and as the largest provider of fleet management solutions to Fortune 100 fleets, Geotab connects more than 2 million vehicles, collecting and processing more than 40B uncompressed raw data points every day. This is the largest organically grown vehicle data set in the world.

Emphasis on security

Geotab takes a rigorous approach to data security following the principle of continuous improvement, and provides one of the most secure telematics solutions available on the market today. In order to protect our customers' critical data, Geotab has a dedicated Chief Security Officer (CSO) and security team focused on developing industry-leading cybersecurity technology. As one of our core pillars, Geotab takes security seriously. We are constantly reviewing, improving and validating our security mechanisms and processes so our systems remain resilient to intrusion and disaster. Geotab uses





encryption to protect all data at all times during collection, transmission, storage, and use. The GO devices use AES 256 to encrypt all Data At Rest (DAR). Geotab's cryptographic module has achieved the FIPS 140-2 certificate #3371. Geotab is the first telematics company to achieve FIPS 140-2 validation. Customer data in the MyGeotab solution is encrypted at rest using AES 256 disk encryption provided by Google, and is encrypted in transit with TLS 1.2. As we grow, more industries, fleets and customers will benefit from Geotab's uncompromising stance on cybersecurity.

Geotab participates in a number of industry committees such as SAE, IEEE, W3C, Auto-ISAC, NMFTA, and ATA, and other related special projects in order to remain at the forefront of cybersecurity developments. Geotab collaborates with leading stakeholders to advance security across the industry, and our security team regularly engages with global thought leaders and experts in the vehicle cybersecurity space, and even hires white hat penetration testers to attempt to uncover hidden vulnerabilities within our telematics systems and validate security enhancements. As innovation continues to outpace regulation, Geotab remains committed to being an authority in the security space and a leader in connected-vehicle technologies.

Core pillars

Six core pillars drive Geotab's ongoing innovation and success, which help businesses make impactful operational improvements and minimize operating costs: productivity, optimization, safety, sustainability, compliance and expandability.





- Productivity** Real-time tracking, detailed and accurate trip recording, and custom rules and reports.
- Optimization** Trend reports on fuel usage, fuel efficiency trends and CO2 emissions, route optimization, and connected diagnostics.
- Safety** Advanced insight on driving. Risk and safety reports, seat belt detection, instant accident notifications, and driver coaching tools.
- Sustainability** Analyze and visualize the environmental impact of your fleet and take the right measures to reduce it.
- Compliance** Electronic logging, driver platform for Hours of Service (HOS), Driver Vehicle Inspection Reporting, and IFTA mileage reporting.
- Expandability** Build custom apps and integrate business systems with the Geotab Software Development Kit (SDK) and APIs. Endless customization is available with solutions from the Geotab Marketplace.

Data analytics

Geotab is committed to advancing technology and has made strategic investments in data analytics, as well as the connected electric vehicle (EV) space. Fleets globally are digitally transforming their business and Geotab is enabling this transformation.

Geotab employs a team of over 40 data scientists and engineers - and growing. One of Geotab's core strengths is its ability to derive intelligence from the vast amount of data gathered from vehicles and the environments in which they operate. As connectivity and big data evolves in the connected vehicle and fleet space, Geotab is positioned to be a leader in predictive analytics and smart city movements as the socioeconomic benefits are beginning to be realized.

The value of data analytics lies in optimizing mobility and the movement of goods and people through cities and supply chains, while streamlining operations, and ultimately, improving our customers' competitive position and their bottom line. Thanks to the power of the insights created from aggregate data derived from over 2 million vehicles, Geotab is well positioned to explore opportunities that will help reduce downtime and increase asset utilization for the West Virginia Department of Transportation.





Electric vehicles

Fleet adoption of electric vehicles (EVs) is on the rise. With government targets to cut carbon emissions, the continued push to reduce fleet costs, and the increasing choice and affordability of EVs, we believe that this trend will only continue. In response, Geotab acquired FleetCarma, a clean-tech solution provider that has provided technology that has been critical to the adoption and operation of EVs for over 10 years.



Although electric fleet management and traditional fleet management have many similarities, there are a number of distinct differences. Geotab provides a platform where you can monitor your EVs and conventional vehicles together. There are four distinct benefits to having everything under one roof:

- Optimizing electric range through energy efficiency measurement
- Reporting on charging activities
- Using real-time information to make decisions about your fleet
- EV Diagnostics

For more information, please visit our [EV website](#).

Electric Vehicle Suitability Assessment (EVSA)

Geotab recently launched its Electric Vehicle Suitability Assessment (EVSA) tool in North America and Europe. Specifically designed to enable fleets to go electric, the EVSA helps fleet managers determine electric vehicle suitability by analyzing their existing telematics data and creating an electrification recommendation based on each vehicle's distinctive driving patterns.

Announced at Geotab [Connect 2020](#), Geotab's EVSA solution identifies which electric vehicles meet range requirements, make the most financial sense and will ultimately help make electrification as seamless as possible for fleets. Based on telematics data, fleets are provided with a report which provides: lifetime cost and financial analysis, range assurance with best fit analysis and an environmental impact analysis that calculates fuel and CO2 emissions reductions.





AT&T'S GENERAL RESPONSE TO THE RFQ ("AT&T's General Response")

AT&T Mobility National Accounts LLC ("AT&T") is submitting the Response to this RFQ pursuant to: (a) AT&T's master wireless service agreement with NASPO dated March 15, 2012, as amended; (b) the current and corresponding Participating Addendum between AT&T and the State of West Virginia dated April 15, 2013, as amended; (c) related transactional documentation ((a), (b), and (c), collectively, the "NASPO Contract"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into the Response. West Virginia Department of Transportation may be referred to as "WVDOT" or "Customer" within this Response. Note that the NASPO Contract is currently set to expire on December 30, 2020. AT&T intends and expects to enter into a successor Master Agreement with NASPO after such expiration. If the successor Master Agreement is acceptable to WVDOT, then AT&T and WVDOT will cooperate in good faith towards transitioning the WVDOT's services provided under the NASPO Contract to the successor agreement. If the NASPO successor contract is not acceptable to WVDOT, then AT&T and WVDOT can cooperate towards agreeing to continue post-expiration under the terms of the NASPO Contract for the remainder of the agreed-upon term.

Accordingly, AT&T takes a general exception to all the contractual terms and conditions contained in the RFQ, including, but not limited to, the RFQ General Terms and Conditions, and the RFQ Additional Terms and Conditions. AT&T takes such a general exception primarily because the RFQ does not contain the product-related contractual terms and conditions necessary for AT&T to properly deliver the products and services described in the Response. In addition, AT&T may have also taken specific exceptions to certain RFQ provisions, but has not made a final, complete comment on every such provision. Please note that AT&T's General Response applies in all instances, including those where specific comments/exceptions have been made and those where such comments/exceptions have not been made. The absence of any individual response to a specific section of the RFQ cannot be considered a waiver of any objection, or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the application of AT&T's General Response.

The pricing submitted by and through this Response assumes use of the NASPO Contract as part of any final, negotiated contract between the parties. In the event AT&T is fortunate enough to be chosen as WVDOT's vendor, AT&T is fully prepared to negotiate with WVDOT in good faith on a final contract that may include certain non-conflicting provisions set forth in the RFQ.

Please note that included within AT&T's General Response, in an efficiency effort, are several statements that apply to several, similar provisions throughout the RFQ and





should be read as applicable to any and all such related provisions. In that regard, note that:

AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly-developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.

AT&T respectfully requests that information in this document be held confidential by Customer to the extent allowed under applicable law.

AT&T will hold the prices quoted for a period of 90 days and will endeavor to extend this period to the length of time as requested by the RFQ.

The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of technicalities or informalities portions of this provision as used here and throughout this RFQ implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.

Any purchase orders issued for services as provided under the RFQ must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.

Title to software remains with AT&T or its supplier. The Customer, as the licensee, will be bound to all such terms and conditions, and they will take precedence over any agreement between the parties as relating to such software.

To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and Customer will need to reach mutual agreement on AT&T's participation.





The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Work which is not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

Notwithstanding anything to the contrary set forth in the RFQ, neither AT&T nor WV DOT is under any obligation with respect to the RFQ until both parties have agreed upon and executed a mutually acceptable final contract.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.





RFQ Response

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.
 - 2A. **PRE BID 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 are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: November 2, 2020 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: john.w.estep@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:	GEOTAB Fleet Tracking (GPS)
BUYER:	John Estep
SOLICITATION NO.	CRFQ 0803 DOT2100000043
BID OPENING DATE:	November 5, 2020
BID OPENING TIME:	1:30pm
FAX NUMBER:	304-558-3970

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 an Expression or Interest or 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 plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
- Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this





Solicitation, a bid is considered delivered when 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: **November 5, 2020 at 1:30pm**
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 § SA-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 § SA-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/vrcN_enpref.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/vrcN_enpref.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-I-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.





GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"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: Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 _____ 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.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.





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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,00 0,000.00 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 _____ 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.

•••• State of West Virginia must be listed as additional insured on Insurance Certificate ***

•••• Certificate holder should read as follows *****

State of WV

1900 Kanawha Blvd. E. Bldg.5 Charleston, WV 25305

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:** The apparent successful 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

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:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
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 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.
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 with regard to 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 50-1-1 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. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.





39. **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.
40. **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 purchasin2.requisitions@wv.gov.
41. **BACKGROUND CHECK:** In accordance with W. Va. Code§ 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

42. **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§ SA-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products "means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. 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.

44. **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.

45. **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.

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.





Elizabeth Spradlin

Client Solutions Executive

(Name, Title)

Elizabeth Spradlin/Client Solutions Executive

(Printed Name and Title)

816 Lee St, Floor 1, Charleston, WV 25301, USA

(Address)

304-690-0140

(Phone Number)/ (Fax Number)

elizabeth.frazier.1@att.com

(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.

AT&T

(Company)

Elizabeth Spradlin

Elizabeth Spradlin, Client Solutions Executive

(Authorized Signature) (Representative Name, Title)

Elizabeth Spradlin, Client Solutions Executive

(Printed Name and Title of Authorized Representative)

November 05, 2020

(Date)





**AT&T Response to West Virginia Department of Transportation's
RFQ #CRFQ-0803-#DOT210000043-3 for FirstNet Compatible GeoTab Devices**

304-690-0140

(Phone Number)/ (Fax Number)





SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish the one time purchase of a Web-based fleet management and tracking

GEOTAB system or equal

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

- 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
- 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "WVDOT" means West Virginia Division of Highways.
- 2.5 "EPA" means Environmental Protection Agency.
- 2.6 "OSHA" means Occupational Safety and Health Act.
- 2.7 "GPS" means Global Positioning System.
- 2.8 "Kbps" means Kilobits per second.
- 2.9 "OBD2" means On-Board Diagnostics second generation.
- 2.10 "ISO" means International Organization for Standardization, and is an independent, non-governmental, international organization that develops standards to ensure the quality, safety and efficiency of products, services and systems.
- 2.11 "LTE" means Long-Term Evolution.
- 2.12 "PWM" means Pulse Width Modulation.





- 2.13 "VPW" means Variable Pulse Width.
- 2.14 "SAE" means Society of Automotive Engineers.
- 2.15 "NOAA" means National Oceanic and Atmospheric Administration.
- 2.16 "mA" means Milliampere.
- 2.17 "ISO14229" means data link independent requirements of diagnostic services, which allow a diagnostic tester to control diagnostic functions in an o-vehicle electronic control unit.
- 2.18 "J1850PWM" means pulse width modulation at 41.6 Kbps. Two wire differential.
- 2.19 "J1850 VPW" means variable pulse width at 10.4/41.6 Kbps. Single wire.
- 2.20 "J1708" means standard for serial communication between modules with micro controllers in heavy duty vehicles.
- 2.21 "J1708 CAT" means standard for serial communication between modules with micro controllers in heavy duty vehicles manufactured by Caterpillar.
- 2.22 "WWH-OBD" means world harmonized on-board diagnostics global technical regulations.
- 2.23 "ISO Toyota" means International Organization for Standardization for Toyota
- 2.24 "ISO Vario" means International Organization for Standardization for Vario
- 2.25 "ISO Ford" means International Organization for Standardization for Ford
- 2.26 "ISO Isuzu" means International Organization for Standardization for Isuzu
- 2.27 "SAE J1455" means the specifications that characterize the environmental performance and reliability requirements of electronic equipment designed for heavy duty on and off road vehicles.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.





Contract items must meet or exceed the mandatory requirements as shown below.

3.1.1 General

3.1.1.1 The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

Response:

The device proposed, the Geotab GO9, will be FirstNet certified and manufactured after January 1st, 2020. AT&T can not guarantee the manufactured date will be on each device.

3.1.1.2 Units shall connect by OBD2, WWH-OBO, ISO14229 or adapter when required or equal.

Response:

The GO device can connect to these ports via different cables or harnesses.

3.1.1.3 Units shall not require an external antenna or wire splicing.

Response:

The GO device doesn't require any additional antenna or any wire splicing. The device does have an IOX port and connects to add additional outputs in the vehicle if DOH desires. The standard configuration however does not require any splicing or additional wiring.

Geotab's GO device is a plug and play solution that can be moved from vehicle to vehicle. Once a device is no longer needed, it can simply be plugged into another vehicle without any hard wiring. The device will continue to function as expected.

3.1.1.4 Units shall auto calibrate to accommodate for installation in any orientation.





Response:

No calibration is required. When powered and plugged into the power source, the unit will immediately begin to pull vehicle data (such as the VIN) and begin uploading the system.

3.1.1.5 Shall provide real time complete vehicle data such as vehicle location, speed, trip distance, engine idling, application rates for snow fighting material.

Response:

The device/system provides real-time vehicle data such as vehicle location, speed, trip distance, and engine idling. With regards to application rates for snow fighting material, Geotab is rolling out a Public Works offer in the spring that will include material management reporting. This configuration will require an additional cable from the GO9 into the spreader head. At that time, the material data will be available.

3.1.1.6 Shall provide collision detection and detailed summary of events with automatic upload from the device.

Response:

Collision detection and accident reconstruction are provided by the device and system.

Geotab's Accident Reconstruction feature allows agencies/companies to get second by second data leading up to a collision to help support employees. Geotab's Curve Based Tracking Algorithm transmits important track points throughout a trip. When a collision is detected, each and every point leading up to the event is transmitted immediately to reconstruct the incident with no interruption in data. Where you might have previously settled a claim against them for a significant payout, you may now be able to reduce that liability by providing appropriate driver activity regarding speed, location, driving behavior, etc. By detecting collisions in real time your agency/company may also be able to mitigate the liability from chemical spills, interrupted services and effects on traffic.

Geotab provides Device Logs, Engine Data at the time of the Collision, Device Accelerometer Logs (Acceleration side to side, Acceleration Forward or Braking), RPM, GPS Location view, Trip view and Reconstruction details, and these all help to provide transparency around the lead up to the accident and the accident reconstruction itself.





The below link is an example of a Geotab document presented to the customers with data from the Collision event:

<https://drive.google.com/file/d/0Bzra-p6Jl-CtTEISaG93dVFrYzhxMUNvM1ZpU3BDbnZOeGNV/view?usp=sharing>

3.1.1.7 Shall receive over the air updates and be LTE capable.

Response:

The firmware for all live devices is managed by Geotab and any updates to the released firmware are pushed Over The Air (OTA) to the devices on a regular basis. Since Geotab manages upgrades with OTA updates your GO Device will always have the latest version and we estimate a 10 year average lifespan. The device is LTE capable, but also leverages the FirstNet network for enhanced reliability.

3.1.1.8 Shall have an access port to interface with third party provider equipment.

Response:

The Device has an Input/Output Expander (IOX[®]) port directly on the side of the Geotab GO device with 3rd party equipment to provide additional solutions and reporting.

3.1.1.9 Shall have built in auto calibrating accelerometer to analyze the X, Y and Z axis and gyroscope to analyze angular velocity.

Response:

The device has a built-in 3-axis auto-calibrating accelerometer and gyroscope to perform this type of analysis. The accelerometer is full scale ($\pm 2g$, $\pm 4g$, $\pm 8g$ & $\pm 16g$), capable of measuring accelerations with an output data rate of 100 Hz or 400 Hz. Full-scale acceleration range of $\pm 8g$ and an angular rate range of ± 250 dps. Acceleration and angular rate output data rate of 1.66 kHz.

3.1.1.10 Shall interface seamlessly with all certified power product lines and show complete data captured for utilization reports.





Response:

The Geotab GO device has the capacity to gather data from the vehicle's ECM, also known as the engine control module, and provide information regarding the status of the PTO unit. GO devices can set up specific rules to determine the length of time a vehicle has been idling. When a rule is broken an "exception" is generated, which can then point management to a particular trend or excessive behavior that is non-compliant. In the case of the PTO, the device can assist in looking even deeper into the problem and is able to determine the difference between excessive idling and idling due to PTO use. Featuring an Input/ Output Expander (IOX) port directly on the side of the GO device, equipment can integrate to a wealth of external discrete sensors in case PTO info is not available from the ECM. Discrete sensors are those that provide an up/down or on/off status. It simply needs a 12v signal to determine the status of a sensor or, if a 12v signal cannot be found, Hydraulic Pressure or Proximity Sensors. Information that can be captured can include but is not limited to PTO, plow, spreader, blade, sweeper, wing, vactor, brooms, etc. Please see the following link for more information:

https://docs.google.com/presentation/d/1JLMEfN1RSL45_IS2ghbPyQ0BftF_aUbzsZZwR3qmiE0/edit#slide=id.g5c3b9e8609_1_92

3.1.1.11 Shall provide vehicle health assessments.

Response:

The system will pull all fault codes from the engine and provide customized reports. Geotab uses big data and machine learning to predict when a vehicle might breakdown due to a battery failure, engine failure, or other causes. A machine learning model can use data collected from IoT devices accelerometer, GPS, and engine data to learn what leads to a breakdown. The way Geotab records data allows for unique and powerful applications that leverage Big Data and Machine Learning. An example is electrical system ratings for fleets to assess battery health. This machine learning system can predict battery failure before it happens by recognizing signs in the vehicle's voltage patterns, which allows fleet managers to make proactive decisions about their fleet. Fleets can save time and money by preemptively addressing the maintenance concerns, as well as save on the costs of unexpected downtime. Additionally, Marketplace partners use Geotab's telematics data to integrate into their systems to provide you with predictive maintenance. This will allow for proactive maintenance on vehicles.

3.1.1.12 Shall have provisions for administrator and user rights.





Response:

The system is highly flexible and scalable, allowing the DOH to create groups and hierarchies. Geotab allows the end user to organize vehicles, exceptions, zones and users into groups to match the layout of the organization. For instance, if the organization has East and West divisions, then one can easily separate the account in this way. This allows important information for each division to be presented only to those responsible for managing them. Groups are managed using a graphical interface that shows the hierarchical organization of the organization including the base set of groups provided by the application. Groups can be placed inside other groups. This allows the account to be set up to match the organization's hierarchy.

The DOH can also define and change user roles and administrative rights. Security clearances give users access to different levels of data from the customer database. The user can choose from six types of security clearances, or customize access based on your operational needs. Users can be categorized as Administrators, Supervisors, Default Users, Geotab Drive App Users, View Only & Nothing. The different functional clearances for each type of user can be found [here](#).

3.1.1.13 All software and website access shall be included.

Response:

Geotab provides services through the MyGeotab website/application which is accessible using any modern web browser. This is included in the monthly subscription. The DOH will not have to purchase any additional software.

3.1.2 Hardware

3.1.2.1 Shall be capable of interfacing to the on-board computer to collect data from legacy interfaces that include. JI 850 PWM, JI 850 VPW, JI 708, JI 708 CAT, ISO Toyota, ISO Vario, ISO Ford, ISO Isuzu

Response:

Through harnesses and adapters, the device can interface with the listed ports.

3.1.2.2 Shall be able to interface to on-board sensor inputs and 3rd party data logging systems (i.e. spreader controller consoles) simultaneously.





Response:

Geotab is rolling out a Public Works offer in the spring that will include material management reporting. This configuration will require an additional cable from the GO9 into the spreader head. At that time, the material data will be available. The GO device will be able to connect to the port and spread head at the same time.

3.1.2.3 Hardware shall be capable of automatically detecting the engine type of the vehicle it is installed in.

Response:

The device will pull all engine data upon being activated in the vehicle.

The below link provides a summary of all vehicles currently fitted with a telematics version GO7 or newer (GO8/GO9). Percentage values indicate the proportion of telematics devices that can process the mentioned diagnostic (odometer, seatbelt, fuel). A high % number is a good indicator that corresponding diagnostic is well supported for that specific vehicle type. By using [this sheet](#), WV DOH can compare the wide breadth of the types of vehicles that can be supported within a fleet.

3.1.2.4 Hardware shall operate on vehicle power alone and operate on 12volt or 24volt.

Response:

The device requires the power source from the vehicle and can be supported by 12volt and 24volt systems.

3.1.2.5 Hardware current draw in operating mode shall not exceed 300mA when operating at 12volt and not exceed 180mA when operating at 24volt.

Response:

The current of the GO9 Device does not exceed 300mA when operating at 12volt and 180mA when operating at 24volt.

At 12 V

- Operating Mode: 60-300 mA
- Operating mode + IOX: Up to 2 A





- Sleep mode: 4.5 mA

At 24 V

- Operating Mode: 35-180 mA
- Operating mode + IOX: Up to 2 A
- Sleep mode: 3.0 mA

Resettable overcurrent protection to IOX

Please see more details in the GO9 specification sheet [here](#).

3.1.2.6 Hardware current draw in sleep mode shall not exceed 4.5mA when operating at 12volt and not more than 3.0mA when operating at 24volt

Response:

The current of the GO9 Device does not exceed 300mA when operating at 12volt and 180mA when operating at 24volt.

At 12 V

- Operating Mode: 60-300 mA
- Operating mode + IOX: Up to 2 A
- Sleep mode: 4.5 mA

At 24 V

- Operating Mode: 35-180 mA
- Operating mode + IOX: Up to 2 A
- Sleep mode: 3.0 mA

Resettable overcurrent protection to IOX

Please see more details in the GO9 specification sheet [here](#).

3.1.2.7 Hardware must meet SAE J1 455specs.





Response:

The GO9 device meets SAE J1455 environment specifications including Thermal Shock, Mechanical Vibration, Operational Shock, and Humidity. Please see the [GO9 spec sheet](#) for more information.

GO9 device:

- SAE J1455 certified
- Operating Temperature: -40 to +85 °C
- Thermal Shock (Section 4.1.3.2)
- Humidity cycle (Section 4.1)

3.1.2.8 No operator interface shall be necessary to begin transmitting position and sensor data,

Response:

Geotab's GO device obtains latitude and longitude information directly from the ublox GPS module, which is one of the most advanced and accurate GPS engines available today. In technical terms, vehicle position information has the precision of 0.0000256 of a degree. It is possible for anomalies to exist, as GPS signal strength could vary depending on location. Because of this, Geotab configures the ublox module in a way that pushes all data through several comprehensive accuracy tests.

The way in which Geotab saves data is unique. Geotab's curve-based algorithm determines which of the second-by-second GPS points should be saved and transmitted to MyGeotab. Geotab utilizes the Ramer-Douglas-Peucker algorithm in order to reduce the number of stored GPS data points:

In order to give an accurate representation of the data, only the points deemed necessary are kept, which is determined through predefined allowable curve error values. The curve-based algorithm is run first on latitude vs. longitude, and then on speed vs. time.

3.1.2.9 All information shall be stored and accessible through an online database.





Response:

All information will be stored and is accessible through the AT&T Fleet Management for Government (AFMG) database. AFMG is AT&T's white labeled version of the Geotab system.

3.1.2.10 Hardware shall be capable of storing telemetry data in offline mode when asset is out of coverage.

Response:

The device will store data when out of cellular range and forward it when returning into an area of cellular connectivity. If a vehicle is out of cell coverage, the GO device will store the data in its internal flash memory. The flash memory is capable of storing up to 80,000 logs. This is roughly comparable to roughly one month worth of data. Once the vehicle returns to cell coverage, all stored logs are automatically uploaded to the MyGeotab server.

Geotab has also partnered with IRIDIUM to deliver a solution for companies that work in remote areas. Through the IRIDIUM satellite network, customers can receive information about their fleet both when drivers are travelling within a cellular network and outside it. The IOX-SATIRDv2 also allows fleets to incorporate a panic button into the vehicle, so that drivers that may be out of reach can alert the company in an emergency.

3.1.2.11 Hardware shall be capable of storing collision data in non-volatile flash memory separate from main data memory to ensure the safe keeping of collision data.

Response:

All collision data is transmitted and stored in the Geotab cloud. The device will also store data if the cellular connection is lost during the collision.

3.1.2.12 Time-to-fix of the proposed hardware's GPS receiver shall be under one second.





Response:

The GO telematics device records actual engine-based odometer and operating-hours, along with a myriad of other engine-based measurements. These are critical to any vehicle maintenance program, since GPS-based values are often inaccurate and can lead to large discrepancies when compared to actual engine-based values. It is for this reason that all Geotab customers require engine-based odometer and operating-hours. If this data is not available from the engine computer, odometer and mileage is estimated based on GPS approximations. The GO 9 has a 72-channel engine (GPS/GLONASS) with under 1 second Time-To-First Fix for hot and aided starts, and has a Concurrent GPS & GLONASS system with A-GNSS and Accuracy of : ~2.5 m.

3.1.2.13 Shall be able to send the collected data automatically in near real-time.

Response:

Geotab offers the ability to track vehicles in real time via a patented curve-logging method (Ramer-Douglas-Peucker algorithm) in the firmware to determine which of the data points should be saved and transmitted to the server. The algorithm updates behavior-driven and event-based points in near real time. Latency time is based on programmable update settings. Real time second-by-second (stream) tracking is available on the ProPlus plan.

3.1.3 Firmware

3.1.3.1 Shall be capable of over the air firmware updates.

Response:

Units can be analyzed and upgraded over-the-air without any need for any end user intervention, allowing a seamless deployment of both bug fixes and new functionalities.

3.1.3.2 Firmware update process must not require intervention of the ordering agency.

Response:

Firmware for all live devices is managed by Geotab and requires no DOH involvement.





3.1.3.3 Firmware upgrade process shall be completed at ignition events not interrupting vehicle driving data.

Response:

Firmware updates will not interrupt driving events. Firmware is typically updated across Geotab's entire vehicle base on a quarterly basis. For three weeks of every month Geotab Firmware Engineers are working on things like feature improvements and bug fixes and the final week of every month these items are tested. This goes through a three month cycle before full release of the firmware so it is essentially tested three different times prior to release. The testing is also done by a different engineer than the one that worked on the content. When firmware is ready for release it is a gradual roll out to Geotab servers.

3.1.4 User Interface

3.1.4.1 Shall be cloud based software

Response:

The MyGeotab solution is hosted entirely with Google Cloud Platform (GCP). GCP is available in 200+ countries and territories. A list of GCP Physical Locations are available at: <https://cloud.google.com/about/locations>. Compute Engine resources are hosted in multiple locations worldwide. These locations are composed of regions and zones. A list of GCP Regions and Zones are available at: <https://cloud.google.com/compute/docs/regions-zones>.

3.1.4.2 Users shall be able to view fleet vehicles at any point of time via multiple web browsers, including Internet explorer, Edge, Chrome, Firefox and Safari or equal. Via computer or mobile device.

Response:

As Geotab continues to innovate, many modern features of the web are integrated into Geotab products. In order to use all the advanced functionality on MyGeotab, a modern browser is required. A modern browser includes the following:

- Microsoft Internet Explorer 11+
- The latest version of Google Chrome
- The latest version of Mozilla Firefox





- Apple Safari 6+

The MyGeotab application was designed to run in your device's web browser. This means that the software will be accessible to you at my.geotab.com regardless of your location, computer, or mobile device. Please note that the device that you are using requires an active internet connection.

3.1.4.3 System shall support multiple authorizations simultaneously from multiple locations.

Response:

MyGeotab supports multiple authorizations simultaneously from multiple locations.

3.1.4.4 Each vehicle that appears on the user interface map shall have a unique identifier as determined by the end user.

Response:

The end user has the ability to label vehicles within the system. Within MyGeotab icons square and star show when a vehicle is stopped and triangle shows when a vehicle is in motion including direction of travel. Moving the cursor over a vehicle gives the current location, how long the vehicle has been stopped there, last known location and will include VIN. Users can navigate to the vehicle details by clicking on the vehicle on the map.



The colors for vehicle icons are assigned automatically from a predefined palette.

The first vehicle takes on the left-most color, the second vehicle takes on the next color in the order, and so on. If there are more vehicles than colors in the palette, the vehicles will take on lighter or darker variants of the colors in the palette. No two vehicle icons on the map will have the exact same color.

Moving vehicles have an additional glow effect to differentiate them from stopped vehicles. When a vehicle is classified as not communicating, its color is set to black.





Vehicles can be searched by their assigned descriptive name that is put in by the user, their serial number, VIN, licence plate number or even by the comments added to the vehicle on the Vehicles page.

3.1.5 Mapping

3.1.5.1 The proposed system shall be capable of providing a near real-time bird's eye view of fleet vehicles at all times.

Response:

Active Tracking with Pro Plus

Active Tracking is made possible with increased data logging frequency and animation in MyGeotab. The animation feature displays estimates of the real-time location of the vehicle onto the live map. Viewers are able to watch a simulated icon of the vehicle as it is moving. This new feature provides dispatchers and fleet managers with a very accurate depiction of where a vehicle enabled with this technology is at any given time.

When Active Tracking is enabled, Geotab uses smart technology to request data from the Geotab GO Device at varying frequency intervals. The data is then relayed to servers for processing and the position of the vehicle is reflected on to the map. When the icon is shown as a triangle, this indicates that the vehicle is in motion. As the vehicle speeds up or slows down, that change is also reflected in the motion of the icon on the map.

3.1.5.2 The primary map display shall be a map view of fleet vehicles and indicate the status of vehicles on when it was last reported.

Response:

Vehicle status is identified on the primary map view. The user will see if a vehicle is active or not, and if there are any problems.

Within MyGeotab icons square and star show when a vehicle is stopped and triangle shows when a vehicle is in motion including direction of travel. Moving the cursor over a vehicle gives the current location, how long the vehicle has been stopped there, last known location and will include VIN. Users can navigate to the vehicle details by clicking on the vehicle on the map.

The colors for vehicle icons are assigned automatically from a predefined palette.





The first vehicle takes on the left-most color, the second vehicle takes on the next color in the order, and so on. If there are more vehicles than colors in the palette, the vehicles will take on lighter or darker variants of the colors in the palette. No two vehicle icons on the map will have the exact same color.

Moving vehicles have an additional glow effect to differentiate them from stopped vehicles.



When a vehicle is classified as not communicating, its color is set to black.

3.1.5.3 The proposed system shall have the capability to allow users to search a location to display all closest vehicles to that location.

Response:

With a click of a button, a user can select any location on the map including their own. Once they have done so, they can locate the closest vehicles.

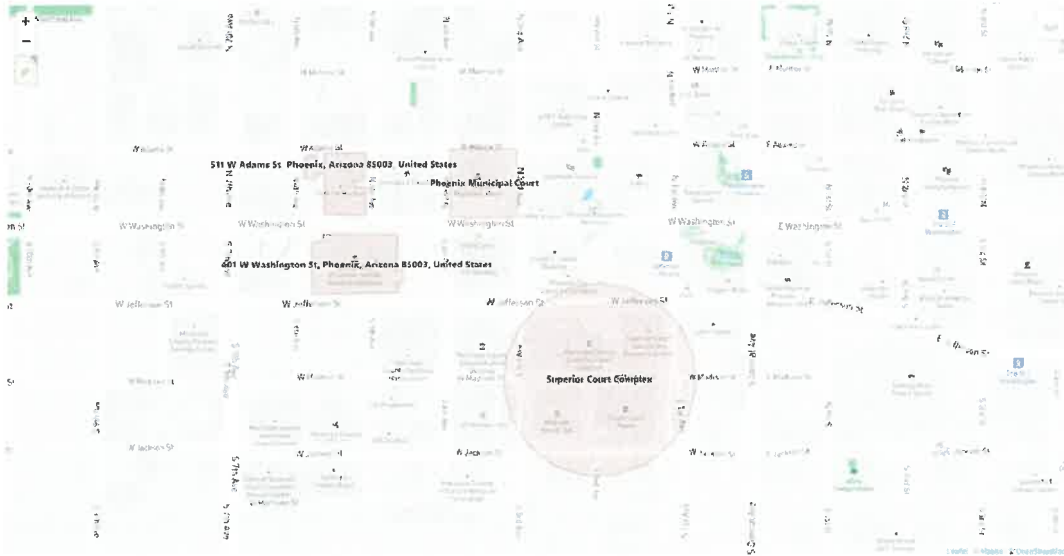
Users can also set up geofences. MyGeotab refers to "geo-fences" as zones. A zone is a virtual perimeter or boundary around a real-world area of interest. You can use zones to denote locations and landmarks such as offices, customers, workplaces, airports, gas stations, entire states, people's homes, etc. When combined with rules and reporting, zones become a critical component for analyzing the behavior of your fleet. The resulting exceptions which are generated from zone-based rules provide deep insight into time spent and distance traveled in and out of any MyGeotab® zone. Alerts can be configured to send automatically once an exception has been broken.

Geotab zones (geofences) can be set up to monitor vehicles who have entered or left a particular geographical area. To set up a zone, a user can manually draw the zone out on the Geotab map section. Customers can also create as many geofences or "zones" as





needed in their own personal MyGeotab database. As an alternative, a user can import a zone by providing the latitude, longitude and diameter of the zone. For further information, please read the [article](#) on zones.



3.1.5.4 The map display shall be such that vehicle position and status automatically update on screen without any input from the end- user in near real-time.

Response:

The vehicles on the map will update in real time without provocation from the user. For standard tracking, the map refreshes every 15 seconds to display the last known device locations. If the device position cannot be transmitted (i.e. underground garage, poor coverage), the display update may be delayed. With Active Tracking, vehicle locations are refreshed every second for up to 20 moving vehicles displayed on the map, providing continuous animated movement.

3.1.5.5 The proposed system shall be capable of allowing users to monitor exceptions in the map view in near real-time.

Response:

The user can set up any type of exceptions they'd like, and configure alerts to send automatically once an exception has been broken. For example, a user can set speeding to 60 mph, and get alerts if any users are going faster than the set speed.





3.1.5.6 The proposed system must present the option to view Google Maps or equal, custom maps, and third party published maps such as, and not limited to, NOAA Radar and Traffic .

Response:

MyGeotab supports a variety of maps, allowing you to select the most useful map for your area of interest. You can change the map at any time by selecting Map > Map Type from the list of available providers. Below is a feature comparison between our map providers. For a more detailed list, click [here](#).



- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Road and satellite maps • Street View maps • Supports touch • Arrows denote travel direction for one-way roads | <ul style="list-style-type: none"> • Road and satellite maps • Open source • Supports touch | <ul style="list-style-type: none"> • Road and satellite maps • Supports touch |
|---|--|---|

MyGeotab also supports custom maps. This powerful feature allows your organization to design business-specific maps that combine with the application's vehicle information. Some possible usages include maps that show customer-centric information, underground water flow, municipal boundaries, or city infrastructure (power, roads, sewage, etc.)

The application supports custom map implementations based on OpenLayers, such as:

ArcGIS 9.3 REST servers

- - MapQuest
- - CloudMade
- - Tilemill

3.1.6 Bread Crumbing and Asset Route Tracing

3.1.6.1 The proposed system must be capable of providing a detailed turn- by-turn bread crumb trail of vehicle trips over user-defined time periods. Users shall be able to view the above-mentioned data for their entire fleet or select a specific vehicle(s)





Response:

Geotab offers the ability to track vehicles and also has a trip history tool that shows historical vehicle activity displayed on a map. Geotab's Trips History report provides various metrics to measure vehicle activity and an in-depth overview of vehicle location, speed, distance driven, idle time, exceptions (like plow up/down) that have occurred, and driving habits such as seatbelt usage, hard acceleration and more. Seeing the breadcrumb trail of your vehicle on a map can help you understand day-to-day activities and areas for improvement. The Trips History report for a vehicle is a valuable tool to track fleets over a period of time — by day, week, month and year.

3.1.6.2 The proposed system must be capable of providing the ability to query historical activity for a given fleet vehicle over a user specified date range.

Response:

Geotab offers the ability to track vehicles and also has a trip history tool that shows historical vehicle activity displayed on a map. Geotab's Trips History report provides various metrics to measure vehicle activity and an in-depth overview of vehicle location, speed, distance driven, idle time, exceptions (like plow up/down) that have occurred, and driving habits such as seatbelt usage, hard acceleration and more. Seeing the breadcrumb trail of your vehicle on a map can help you understand day-to-day activities and areas for improvement. The Trips History report for a vehicle is a valuable tool to track fleets over a period of time — by day, week, month and year.

3.1.6.3 The system shall include a playback feature allowing users to review historical data for selected vehicle(s), date(s) and timeframe.

Response:

Geotab offers the ability to track vehicles and also has a trip history tool that shows historical vehicle activity displayed on a map. Geotab's Trips History report provides various metrics to measure vehicle activity and an in-depth overview of vehicle location, speed, distance driven, idle time, exceptions (like plow up/down) that have occurred, and driving habits such as seatbelt usage, hard acceleration and more. Seeing the breadcrumb trail of your vehicle on a map can help you understand day-to-day activities and areas for improvement. The Trips History report for a vehicle is a valuable tool to track fleets over a period of time — by day, week, month and year.





3.1.5 Miscellaneous

3.1.5.1 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

All standard safety features, required by Federal and State Law, shall be included.

Response:

AT&T is proposing a full suite of accessories that the DOH might some day wish to incorporate beyond the standard configuration.

3.2.1 Vendor Responsibility:

3.2.1.1 The vendor is responsible to furnish a complete unit that is properly engineered and that confirms to all and any laws governing such equipment.

Response:

Upon being selected, AT&T can provide a single unit to be used for testing.

3.2.2 Representative Unit for Test:

3.2.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor





will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

Response:

Upon being selected, AT&T can provide a single unit to be used for testing. If the DOH does not like the performance, it can be returned. AT&T will not charge the DOH for this single unit for 7 days.

3.2.3 Operating and Service Manuals and Parts Lists:

3.2.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Todd Campbell. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

Response:

AT&T does not provide a hard copy manual for the G09 device. AT&T and Geotab will provide 24 x7 support, and there is detailed documentation on the device at the Geotab website. This information will be accessible can serve as a manual.

AT&T will provide a full list of all parts needed for the solution. This includes the device, harnesses and any other IOX connections the DOH would like to use. In the pricing section, AT&T is included an example of the different pieces of hardware.

3.2.4 Training:

3.2.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble- shooting with each purchase order against this open end contract.





Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

WVDOT
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV

Response:

The GO device is a small factory sealed piece of equipment. The DOH will not need to perform maintenance on the device. In the event of service problems, AT&T & Geotab will trouble shoot with the DOH and replace the device if necessary.

Geotab offers a standard one-year warranty on all Geotab GO devices, which is automatically upgraded to a limited lifetime warranty upon activation on the ProPlus rate-plan. For ProPlus subscribers, Geotab will replace a faulty device with a new device that provides the same level of functionality - free of charge - and based on the following conditions:

- Failure of the GO9 device; if the network on which the device operates no longer provides adequate coverage as determined by Geotab
- If the device has not been tampered with.

Additional device detail documentation is available on the Geotab website. AT&T also provides rigorous training during the on-boarding process. The West Virginia Department of Transportation can also utilize [Geotab Community](#) for access to our solution user guides and videos. Geotab Community is also a forum to ask questions and receive answers from fleet experts and members of Geotab's telematics ecosystem. Geotab's user guides and self-guided training videos are also available at:

<https://www.geotab.com/training/>.

3.2.5 Preventative Maintenance & Operator Procedures:

3.2.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service





schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

Response:

The GO device does not require any routine maintenance after it is installed. The device should remain in place for the rest of the vehicle's lifecycle. The operators manuals requested don't fit with this product.

Numerous training resources will be provided. There is already a dearth of information on Geotab's website. This includes white papers, use cases, blogs, tutorials, videos and training documents. Calls are held weekly to review topics across all customers as well.

More importantly, AT&T will assign an Implementation Manager (IM) to help DOH get on board. The IM will ensure shipping and delivery are done correctly. The IM will also help with installation questions. As the software is highly customizable, the IM will help the DOH set up the database to their own specifications. This includes hierarchies, alerts, rules, reports, dashboards, geofences, etc. The IM will then provide deep dive live training sessions over WebEx to make sure the DOH is comfortable in the system.

3.2.6 Warranty and Service Policy:

3.2.6.1 The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers standard warranty and service policy.

Response:

Geotab offers a standard one-year warranty on all Geotab GO devices, which is automatically upgraded to a limited lifetime warranty upon activation on the ProPlus rate-plan. For ProPlus subscribers, Geotab will replace a faulty device with a new device that provides the same level of functionality - free of charge - and based on the following conditions:

- Failure of the GO9 device; if the network on which the device operates no longer provides adequate coverage as determined by Geotab
- If the device has not been tampered with.

This warranty will not be expressly written on all devices shipped.





4. CONTRACTAWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

John.w.Estep@wv.gov.

Response:

The request from the DOH is for 10 devices. AT&T would like to scrub the vehicle make/model/year/Vin to suggest the most appropriate T-harness. As that is not available now, we will propose a couple popular harnesses. AT&T will also provide pricing for accessories that the DOH may wish to procure in the future.

5. ORDERING AND PAYMENT:

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





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

6. DELIVERY AND RETURN:

- 6.1 **Delivery Time:** A completed pilot model for inspection must be provided within 30 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 90 working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

Response:

AT&T & Geotab usually ship products immediately. All orders should arrive within a few weeks of being placed, so 90 days will not be a problem.

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

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

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

- 6.4 **Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

Response:

This type of hardware preparation does not apply to the GO device.





- 6.5 **Delivery Point:** Delivery point of the completed representative unit will be the WVDOT, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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





8.3 **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: Elizabeth Spradlin

Telephone Number: _____

Fax Number: _____

Email Address: ef8030@att.com

Response:

AT&T will assign and Implementation Manager to make sure the service is set up correctly and the DOH staff is properly trained. The DOH also has a full account team from AT&T to help with any issues or contract questions. AT&T & Geotab also provides a 24x7x365 support for the product.





PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), 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 provision listed above does not apply where a vendor has satisfied any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, payroll tax 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, whether or not a judgment, fine, penalty, violation, license assessment, defaulted workers' compensation premium, penalty or other assessment personally 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.

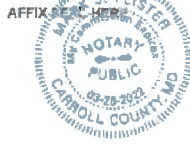
"Employer default" means having an outstanding balance or liability to the end time or to the uninsured employees' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business organization or other entity whatsoever, related to any vendor, by blood, marriage, ownership or control 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 § 81-5-3) 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: AT&T
Authorized Signature: *Marcellus Brooks* Date: August 28, 2020
State of MARYLAND
County of CARROLL, to-wit
Taken, subscribed, and sworn to before me this 26th day of August, 2020.
My Commission expires March 26, 2022.



NOTARY PUBLIC *Marcellus Brooks*
Purchasing Affidavit (Revised 07/25/18)





Addendum Form

	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 Info Technology
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Proc Folder: 788949	Reason for Modification: Vendor Questions	
Doc Description: ADDENDUM No.2 GEOTAB Web-based Fleet Management & Tracking		
Proc Type: Central Contract - Fixed Amt		
Date Issued	Solicitation Closes	Solicitation No
2020-11-04	2020-11-05 13:30	CRFQ 0803 DOT2100000043
		Version
		3

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

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Date Printed: Nov 4, 2020

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05





**AT&T Response to West Virginia Department of Transportation's
RFQ #CRFQ-0803-#DOT210000043-3 for FirstNet Compatible GeoTab Devices**

ADDITIONAL INFORMATION
ADDENDUM NO.2
 Addendum No.2 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 the West Virginia Division of Highways, Department of Transportation to establish an one time purchase for a Web-based fleet management and tracking GEOTAB system or equal. Per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vehicular global positioning system GPS	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25173107			

Extended Description:
 web based tracking software for GPS tracking along with interfacing with the certified head units in the snow fighting trucks to collect material used and storm event data. Please refer to the attached RFQ specifications sections 3.1.1 through 3.2.6.

Line	Event	Event Date
1	Tech Questions due by 10:00am	2020-11-02





**AT&T Response to West Virginia Department of Transportation's
RFQ #CRFQ-0803-#DOT210000043-3 for FirstNet Compatible GeoTab Devices**

	Document Phase	Document Description	Page
DOT210000043	Draft	ADDENDUM No.2 GEOTAB Web-based Fleet Management & Tracking	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions





SOLICITATION NUMBER: CRFQ DOT2100000043
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2100000043 ("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-

Additional Documentation:

1. Vendor questions and responses
2. Bid Opening remains 11/05/20 at 1:30pm

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.





**GEOTAB Web-based Fleet Management & Tracking (63210013)
Addendum #1 CRFQ DOT21*43**

Question #1: Where these were going to be used to ensure coverage will be suitable?

The units will be utilized throughout the entire state of West Virginia.

Question #2: Is 10 units the hard number for the bid for Vehicular Global Positioning System (GPS) for this RFP?

The 10 units in the RFQ is for a pilot program to test this type of system.

Question #3: The Geotab GO device is a small factory sealed device. The specifications documents reference things like parts list, operating manuals, condition of unit upon delivery, preventative maintenance, etc. These points as written don't really pertain to the GO device as it is sold. How do you suggest we respond to these sections? Can we recommend other options or standard practices in these places?

Section 3.2.3. If Geotab is the successful winning bidder, a parts list will need included for future ordering. The Geotab go also connects to equipment that does not have an OBDII port so cords for hookup that are available through Geotab need listed in a parts list. An operator's manual must be provided for each unit sold and can be USB drive based.

Question #4: Our organization has a long history of providing this solution to many large government entities. The training requirements as written are not in line with how we normally train and on-board customers. The language seems more geared to machine parts than a telematics device/system. Can we respond with a recommended path of training and support?

The training requirements stay as written.

Question #5 Is the system's ability to manage snow fighting material a requirement for this bid?

Yes





Question #6. *Is any specific telematics data reporting required?*

Unit bid shall provide real time complete vehicle data such as vehicle location, speed, trip distance, engine idling and application rates for snow fighting material. Unit bid shall provide collision detection and detailed summary of events with automatic upload from the device. Shall interface seamlessly with all certified power solutions product lines and show complete data captured for utilization reports.

Question #7. *Does the fleet have any electric vehicles?*

No electric vehicles are in the fleet.

Question #8. *The agency is eligible to use the FirstNet network, may we propose with FirstNet as the network connectivity?*

Yes





ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT210000043

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.

AT&T

Company

Elizabeth Spradlin

Authorized Signature

11/5/2020

Date

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





EXHIBIT A

TOTAL INSTALLATION & DELIVERY COST				
LOCATION - Building 5, Room 720, Charleston, WV 25305				
Item Number	QTY	Description	Unit Price	Extended Price
1	10	SOFTWARE & DATA - GEOTAB Web-based fleet management and tracking system or equal - Includes Pro Plus service an 10MB FirstNet data plan	\$19.99/Vehicle/month	\$199.90 monthly recurring Charge
2	10	HARDWARE - FirstNet enabled Geotab GO9 Device	\$30/device	\$300 one-time charge
3	10	HARDWARE - Light or heavy duty T-harness (16-pin or 9-pin)	\$20/harness	\$200 one-time charge
4	0	OPTIONAL HARDWARE - IOX Auxiliary cable that allows Power Take Off (PTO) readings	\$40/cable	TBD
5	0	OPTIONAL HARDWARE - Near Field Communications (NFC) reader for Driver ID	\$60/NFC Reader	TDB
6	0	OPTIONAL HARDWARE - Bag of 20 stickers or fobs for Driver ID	\$60/bag of 20	TBD
7	10	INSTALLATION - Extended T-Cable Installation	\$100/vehicle	\$1,000 one-time charge
8	0	OPTIONAL INSTALLATION - Installation of IOX Auxiliary Cable for Power Take (PTO) readings. Charged in addition to Extended T-Cable Insallation fee.	\$20/vehicle	TDB
		Up-Front Hardware Cost		\$500.00
		Up-Front Installation Cost		\$1,000.00
		Monthly Recurring Charge		\$199.90

