



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

Request for Quotation

RFQ NUMBER
DMV80029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUTCH CHITTUM
304-558-8806

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
CHARLESTON, WV
25311 558-0002

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/26/2007				
BID OPENING DATE: 10/04/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		964-26		
<p>WEB-BASED SOLUTIONS</p> <p>REQUEST FOR PROPOSAL</p> <p>PROVIDE A WEB-BASED SOLUTION FOR VEHICULAR/MOTORCYCLE TEMPORARY TAG PRODUCTION AND ISSUANCE NEEDS WHICH WILL INCLUDE EXISTING TAG TRANSFERENCE, TO REPLACE A MANUAL SYSTEM USED BY THE DEPARTMENT OF MOTOR VEHICLES AND DEALERS AND LICENSE SERVICES AUTHORIZED TO PRODUCE AND DISTRIBUTE TEMPORARY LICENSE TAGS FOR VEHICLES AND MOTORCYCLES AS PER THE ATTACHED.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD AT 10:00 A.M. ON THURSDAY 9/13/2007 @ BUILDING 3, ROOM 319, 1800 KANAWHA BLVD. EAST, CHARLESTON, WV 25305. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, 9/11/2007. QUESTIONS MAY BE SENT VIA USPS, FAX COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED VERBALLY. IF POSSIBLE EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>BUTCH CHITTUM DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
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 25311 558-0002

DATE PRINTED 08/26/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: BCHITTUM@WVADMIN.GOV</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF</p>						

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<p>BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p>						

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: BUTCH CHITTUM 44</p> <p>RFQ. NO.: DMV80029</p> <p>BID OPENING DATE AND TIME:</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DMV80029 ***** TOTAL: _____						

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04/23/07

REQUEST FOR PROPOSAL
 DIVISION OF MOTOR VEHICLES
 RFP# DMV80029

PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Transportation, Division of Motor Vehicles, hereinafter referred to as "Agency" or "DMV", to secure the services of a vendor capable of providing a turnkey, Web-based solution to the DMV's Vehicular/Motorcycle Temporary Tag production and issuance needs, as well as existing tag transference. This includes any related software, hardware (as requested), materials, services, support and training, as described in Section 3 of this RFP.

1.2 Project:

The mission of this project is to replace the manual system currently used by the DMV, and those Dealers and License Services authorized to produce and distribute temporary license tags for motor vehicles and motorcycles, as well as the transfer of existing tags, with an automated, web-based system. This system shall be capable of, but not limited to: "real time" availability of temporary tag and tag transfer information, ad hoc reporting, and payment transference, from the authorized Dealerships and License Services to the DMV.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Butch Chittum, Senior Buyer
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Fax: (304) 558-4115

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer

named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in

the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original technical and cost proposal, plus ten (10) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: File 44
Req#: DMV80029
Opening Date: 10/04/07
Opening Time: 1:30 P. M.

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening:* The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the

proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....	08/31/2007
Vendor's Written Questions Submission Deadline.	09/11/2007
Mandatory Pre-bid Conference	09/13/2007
Bid Opening Date	10/04/2007

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at the Division of Motor Vehicle's administrative facility. Said conference will be held at the State Capitol Complex, Building 3, Room 317. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Affidavit:

West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any

Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 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; (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 laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3/16/2007

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

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

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of either:

OPTION A: If Vendor is providing printers and related tag media with their solution; contract term shall be for three (3) years, at which time the agreement may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed

twelve (12) months. **VENDORS WHO ARE NOT CAPABLE OF OFFERING PRINTERS AND RELATED PLATE MATERIALS WITH THEIR SOLUTION, WITHIN THE COST PARAMETERS SPECIFIED IN THIS RFP, SHOULD CLEARLY INDICATE A "NO BID" FOR OPTION A IN THE COST PORTION OF THEIR RESPONSE, OR RISK DISQUALIFICATION OF THEIR BID. (SECTION 4.5)**

OPTION B: If Vendor is **NOT** providing printers and related tag media with their solution; contract term shall be for one (1) year, at which time the agreement may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months.

During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist, any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Special Terms and Conditions:

Prior to execution of a contract resulting from an award based on this RFP, the Successful Vendor agrees to:

1.19.14.1 Provide proof of registration as a West Virginia Vendor, from the West Virginia Department of Administration.

1.19.14.2 Obtain and thereafter maintain commercial general liability insurance. The Successful Vendor agrees that such insurance policy or policies shall provide coverage of One Million U.S. Dollars (\$1,000,000) for personal and advertising injury, bodily injury, and property damage arising out of each occurrence (One Million U.S. Dollars [\$1,000,000] annual aggregate for all aforementioned claims). Vendor shall continue to maintain such insurance during the term of this Agreement and sixty (60) days thereafter. Such insurance policy shall not be canceled without at least thirty (30) days' written notice to WVDMV. WVDMV shall be furnished with a certificate of insurance upon request.

1.19.14.3 The Successful Vendor shall post a \$1,000,000 penalty bond payable to the WVDMV, conditioned that the Service provider will not, in the conduct of business, practice any fraud which, or make any fraudulent representation which, shall cause financial loss to any dealer, financial institution or agency, or the State of West Virginia with a corporate surety thereon authorized to do business in this State, which bond shall be effective as of the date on which the authorization to provide services commence and will apply to any incident

described herein that occurs during the life of this Agreement. **(SEE ATTACHMENT F.)**

1.19.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The DMV's administrative offices are located in Building 3, of the West Virginia State Capitol Complex. The services required of the successful vendor shall apply to all DMV licensing locations, and those Dealerships and License Services authorized to produce and distribute temporary license tags for motor vehicles and motorcycles. The aggregate number of installation sites is equal to roughly 1,800 locations statewide. (See Attachment A)

2.2 Background:

The Dealer Services Office of the Division of Motor Vehicles is the licensing and regulatory section for all motor vehicle Dealers and License Services within the state of West Virginia and there are approximately one thousand seven hundred and twenty-five (1,725) Dealers and License Services, licensed by our agency. Upon calculating reports on the issuance of temporary tags for the last three (3) fiscal years our office has issued, on average, a total of one hundred and seventy six thousand (176,000) plates to Dealers, License Services, and regional offices. However, the current system is antiquated and it has not been upgraded with the advancements of modern technology.

2.3 State Server Interface:

The proposed system solution must be hosted at the State Data Center, within Building #6 at the Capital Complex. As such, the vendors will be required to detail data storage requirements as well as processing specifications for server hardware to support the implementation (see 3.2.6). The solution must be web based and should make use of the existing State Portal as means of presentation.

2.4 Current Temporary Tag Procedure

The Dealer, or license service, submits Form MV 126-F-DS, Application for Temporary Registration Plates, to the Division when application is made for additional temporary plates at a cost of three (3) dollars per plate. The Dealer, or License Services, is responsible for listing on the application the total number of plates on hand, pursuant to West Virginia Motor Vehicle Code Section §17A-6-15. The Division will not fill the order if the Dealer's, or License Services', application shows, for example; ten (10) to one hundred (100), or more, temporary plates on hand from the previous allotment of tags assigned to the Dealer, or License Services. **Individual inventory allotments are based on a DMV-approved number, unique to each Licensing Facility.** Upon the Temporary Tag desk clerk verifying the number of tags previously submitted by application and the newly signed and completed form, he or she will ring-up the fees on the cash register and validate the new application in the upper right-hand corner.

During the process, the clerk must fill out a daily log sheet recording the following: Business Address; Dealer/License Services Number; Plates on hand; Plates ordered; Record UPS or OTC, and use an antiquated stamp system for signifying the starting and ending numbers of temporary tags. The clerk will also stamp a blank index card with the licensee's information, record the block of numbers assigned to the Dealer or License Services, and forward the card to the Division's record section for filing.

The completed order is handed across the counter to walk-ins, or shipped via UPS to the Dealer's, or License Services, business address. If the order is mailed, the clerk must weigh the package, enter the data into the UPS system program, and prepare a shipping label for the package. Additionally, the Temporary Tag desk clerk receives DMV Form-40-TR, Temporary Registration Certificate, for any vehicle sold by a Dealer to a consumer.

The Dealers, or License Services, are responsible for submitting the white copy of the triplicate form (See Attachment C) to the Division within five (5) working days from the date of issuance. The copies for vehicle registrations are forwarded to the records section for scanning into the REMIS System along with the DOT-6 Inventory Usage or Transfer form filled out by the clerk verifying the block of tags issued to Dealers, or License Services, for the current business day.

The following are examples of issues related to the current temporary tag system:

- State Police and Local Law Enforcement Agencies can not immediately identify the registration of a motor vehicle.
- The temporary tag is not upgraded with the new security and tamper resistant features found with modern tags.
- No effective method of tracking a tag when it is issued by the Dealer, or License Services.
- Antiquated methods involved with processing and mailing orders.
- Clerk manually counts and tracks on-hand inventory for purposes of ordering and issuing plates.
- The immediate issuance of a tag to the registrant of a newly purchased vehicle is not possible with the current program.
- Lack of accountability for tags that have been lost, stolen, or destroyed during the application process.
- Not cost effective when labor, inventory and ordering, and shipping cost are factored into the equation.

PART 3 SYSTEM SPECIFICATIONS

3.1 Temporary Tag Cost:

Regardless of any specification requested in this RFP, a central requirement of this bid request is that the cost, to the Dealers/License Services/DMV, for the production of temporary tags, tag transfers, temporary registration production, and all other mandatory

requirements NOT EXCEED ten dollars (\$10.00) per vehicular transaction. THIS IS A NON-NEGOTIABLE, NOT-TO-EXCEED FIGURE.

- 3.1.1 Vendor is responsible for forwarding transaction fees to the DMV, retaining that portion for their services agreed upon during contract award. Transaction fees are defined as: taxes, title, lien and registration fees. These funds are to be taken out of the customer fees paid to the authorized licensing facilities, on a per transaction cost basis.

3.2 Vendor/DMV/Dealer/License Services Interface:

- 3.2.1 Vendors shall provide a secure SSL, or VPN connection to the State Portal, for the transfer of temporary tag information, registrations, tag transference from an old vehicle to new, ACH payments, DMV data, and all reports.
- 3.2.2 Vendor's site shall include DMV-approved firewall and virus protection, and require password-protected entry to their system, as well as connectivity to the State Portal.
- 3.2.3 Vendor must provide recommendations for secure system redundancy, providing seamless fail-over in the event of central system failure. This failover shall be transparent to the DMV, Dealers and License Services, and take no longer than five (5) minutes to restore normal operations.
- 3.2.4 Vendor's system must provide "real time" transfer of temporary tag data, providing State Law Enforcement entities and DMV the ability to verify tag information accuracy on all vehicles, regardless of the issuance site. (e.g. Dealers, License Services, and DMV offices)
- 3.2.5 Vendor's system must provide Authorized Service Providers, and like Permanent Plate Authorized Dealers, the ability to transfer tags from old vehicles to newly purchased, if required under the terms of vehicle purchase. Please describe, in detail, how this may be accomplished.
- 3.2.6 Vendor shall specify size and type of server environment required of the DMV to support the State's portion of this project. This shall include operating system requirements, if any, and hardware requirements, including, but not limited to; processor speed, storage needs, and minimum memory allocation.
- 3.2.7 Vendors must describe, in detail, their proposed method for interfacing with the State's existing, Mainframe-based Vehicle System; allowing for real-time updates and standard system maintenance.
- 3.2.8 Vendors should describe interoperability with other software platforms, indicative of proposed solution's ability to interface with other applications which may be added to the State's infrastructure in future.
- 3.2.9 Vendor must include the minimum specification requirements for any desktop hardware needed by Dealers, License Services and DMV offices to support the user interface to

the Vendor's Portal. This shall include operating system requirements, and hardware specifications, including, but not limited to; processor speed, storage needs, and minimum memory allocation.

3.2.10 Approximately five to ten percent (5-10%) of the Authorized Service Providers for this system may lack the technical capability/connectivity to provide either temporary tag or tag transfer information in an electronic format. Vendors must describe, in detail, their proposed solution to dealing with manually provided information, and how temporary tags would be produced under these circumstances.

3.2.11 The DMV requires that the successful vendor offer two options with their proposals.

3.2.11.1 The first (OPTION A) will provide printers and related tag media, as part of their turnkey system, to all affected DMV/Dealer/License Services sites. As this process involves print-on-demand tags, the Division estimates a total of two thousand two hundred and fifty printers (2,250) will be needed. This figure is calculated as follows: Franchise Dealers $199 \times 2 = 398$; License Services $100 \times 1 = 100$; Other Class Dealers $1,526 \times 1 = 1,526$ and twenty- four DMV offices which include Dealer Services. Based on Dealers having more than one operational site; Vendors should be prepared to provide 2,250 printers under the requirements of this option.

VENDORS WHO ARE NOT CAPABLE OF OFFERING PRINTERS AND RELATED PLATE MATERIALS WITH THEIR SOLUTION, WITHIN THE COST PARAMETERS SPECIFIED IN THIS RFP, SHOULD CLEARLY INDICATE A "NO BID" IN THE COST PORTION OF THEIR RESPONSE, OR RISK DISQUALIFICATION OF THEIR BID. (SECTION 4.5)

3.2.11.2 The second (OPTION B) will be a turnkey solution, meeting all of the requirements of this RFP, without the inclusion of printers or related plate materials. PLEASE NOTE: NO COSTS SHALL BE LISTED IN SECTION THREE. ALL COSTS MUST BE DETAILED IN SECTION FOUR.

3.2.11.3 Vendors should note that the contract length differs from Option A to Option B, as indicated in Section 1.19.10.

3.2.12 If applicable, Vendor should include, the minimum specifications required for printers capable of handling the printing of temporary tags, indicating what type of media the actual print will be affixed to; such as transparent overlay, or card stock. Vendors must provide a sample of the actual production media being offered to the DMV upon request from the DMV. Instructions on how and where to send the samples will be included with the request.

3.2.13 Vendor should describe, in detail, what software must be installed on DMV/Dealer/License Services equipment to provide full functionality. Vendor should

describe the types of licensing required to legally utilize their services, and provide associated costs in Section 4.

- 3.2.14 Vendor will place in an escrow account the Source Code for software and escrow any updates, improvements, enhancements or modifications to the Source Code for software, on terms acceptable to DMV.
- 3.2.15 Vendor must provide user documentation for system software, including high-level support documentation, in the event that DMV staff is required to implement any updates, enhancements, improvement or modifications.
- 3.2.16 Vendor should describe, in detail, any issues related to connectivity speeds, which may range, at a minimum, from cable modems, DSL, or dial-up.
- 3.2.17 Vendor must offer support of the proposed system, from 7a.m. to 11p.m., Eastern Standard Time, Monday through Sunday. This should include live help desk support, on-line troubleshooting ability, and any other second level support available to the DMV, Dealers and License Services.
- 3.2.18 Vendor should indicate any other pertinent system information the Vendor feels may assist the DMV with a more detailed evaluation of their bid response. Vendor-provided hardware, if relevant, should be addressed here. Requirements for data availability, reporting capabilities, et al, will be covered later, in Section 3.3. **Vendors should not include any information here which does not relate directly to their Portal, the State's Server and desktop environment, and relevant Dealer/License Services hardware/software requirements.**

Temporary Tag Specifications:

- 3.2.19 Temporary tags shall be tamper-proof, weather-resistant, and of a size consistent with standard, mounted permanent metal tags, including perforations to allow tags to be affixed to vehicles.
- 3.2.20 Vendors must provide two sizes of temporary tags: standard vehicular and motorcycle-sized. (Vehicular tags must include IRP, Motor Carrier, CDL and all other Commercial Vehicle types.)
- 3.2.21 In accordance with West Virginia State Code (see Attachment F) Vendor should explain in detail how Correctional Industries will be included as required. This description must include all processes in which Correctional Industries will participate.
- 3.2.22 All card stock shells should include some type of control identifier, to provide a tracking mechanism from Correctional Industries to the designated Vendor control shipping point, allowing the Vendor and the State to track all tags from base card stock shell to finished or voided tags.
- 3.2.23 Temporary Tags must include the following information:
 - 3.2.23.1 Unique, system-generated tag number
 - 3.2.23.2 State of West Virginia identifier (logo, printed name, etc.)
 - 3.2.23.3 VIN number of vehicle
 - 3.2.23.4 System-generated expiration date (60 days from date of issuance)
 - 3.2.23.5 Dealer Name/License Services location/DMV facility issuance name
 - 3.2.23.6 Color and Type of Vehicle
 - 3.2.23.7 Date of Issuance

3.3 Temporary Tags may include the following:

- 3.3.1 Barcoding, compliant with AAMVA standards

[http://www.aamva.org/AAMVA/DocumentDisplay.aspx?id={B0D91E70-394E-4A30-BA03-38DD7D49B072}](http://www.aamva.org/AAMVA/DocumentDisplay.aspx?id={B0D91E70-394E-4A30-BA03-38DD7D49B072)

- 3.3.2 Vendor-recommended security features

3.4 System Capabilities:

- 3.4.1 Desktop interface must be password protected, allowing only one transaction per login, per user.
- 3.4.2 Vendor's system must allow "real time" input of information for temporary tags or permanent tag transfers, from either authorized Dealer/License Services sites, or DMV offices, allowing DMV capture of information electronically, when tags are issued.

- 3.4.3 Vendor's system shall be capable of "print on demand" temporary tags, after buyer's information has been input, system has assigned tag number, and all State-required fields have been filled in (e.g. Title Number). Details of this process will be discussed fully with the successful Vendor during the Project Planning Phase. System must randomly assign Title numbers based on a DMV-provided numbering scheme. (This is an alpha-numeric combination of five (5) numbers and two (2) letters.)
- 3.4.4 Vendor must describe how their system offers the capability to print temporary registration cards, simultaneous to the issuance of a temporary tag, or Permanent Tag transfer. Information which must be included on temporary registration cards includes:
- 3.4.4.1 Buyer's name
 - 3.4.4.2 Buyer's address
 - 3.4.4.3 Buyer's Drivers' License number
 - 3.4.4.4 State of West Virginia identifier (logo, printed name, etc.)
 - 3.4.4.5 Temporary Tag number
 - 3.4.4.6 Date of Temporary Tag expiration
 - 3.4.4.7 VIN
 - 3.4.4.8 Title Number
 - 3.4.4.9 Dealer's Name
 - 3.4.4.10 Vehicle Weight
 - 3.4.4.11 Permanent Plate Number (for vehicle transfers)
 - 3.4.4.12 Insurance Information, including Company, Agent Name, Policy Number, and Effective Dates of Coverage
- 3.4.5 Vendor shall describe their proposed methodology of fee collection from Dealers and License Services, transmission to the DMV, and time related to such a transfer. (e.g. electronically with each transaction daily, weekly, or monthly)
- 3.4.6 Vendor should describe, in detail, what reporting capabilities are available with their services. Examples include, but are not limited to: Dealer/License Services tag usage, fee collection, ad hoc reporting capabilities for tracking purposes, and any other types of reports commonly offered.
- 3.4.7 Vendor's proposed system should automatically notify Dealers, License Services and DMV offices when system indicates current temporary tag supplies need to be replenished. The DMV replenishment algorithm requires that seventy-five (75%) percent of current stock should have been used, prior to release of a new shipment. Pursuant to West Virginia Legislative rules, replenishment shipments are limited to a minimum number, approved by the DMV.
- 3.4.8 Vendor's proposed system must automatically generate a report to the DMV, in conjunction with a letter sent to the applicable Authorized Service Provider, "flagging" any title information not received within the required sixty (60) day period, and duplicate this process for any attempts to issue a second temporary tag for the same vehicle.
- 3.4.9 Vendor will be responsible for filling and tracking all supply replenishment, and be

capable of filling larger than normal orders, in the event of a Dealer sale. Vendor's system must be capable of allowing payments via credit cards.

- 3.4.10 DMV should have the ability to check usage levels of stock, from any location authorized to issue tags, at any time.
- 3.4.11 Any additional system features which Vendors feel will assist the State to better evaluate their bid offering, should be included here. **ALL COSTS ASSOCIATED WITH OPTIONAL OR MANDATORY FEATURES OFFERED, MUST BE NOTED IN SECTION 4 OF THIS RFP.**

3.5 PROJECT PLANNING, IMPLEMENTATION AND TRAINING:

- 3.5.1 Based on the information provided in this RFP and its attachments, vendor must propose a Project Plan, detailing complete timelines for installation and implementation of system software and any required hardware (if applicable); a detailed schedule for system rollout, and the length of time associated with each phase. DMV's preferred timeline, from date of contract to completed implementation, installation and training; is 6-8 months, with a "not-to-exceed" twelve (12) month maximum.
- 3.5.2 A pilot program should be conducted with a minimum of five (5) Dealers, License Services, and DMV locations before a state-wide rollout of the program. Vendors should describe their proposed methodology for implementing such a pilot program, based on a DMV-provided selection of Authorized Service locations.
- 3.5.3 The DMV's preference is for an initial rollout only involving one half of the state and end with the second half of the state at a predetermined date, as described in Section 3.4.1.
- 3.5.4 Vendor should provide details related to their proposed Project Implementation Team, the number of individuals involved, and their related responsibilities.

3.6 Vendor Capability & Area of Specialization

- 3.6.1 The Vendor should provide a minimum of three client references. These references should include one (1) installed system, or pilot project for systems of similar configuration. The remaining two (2) references should be indicative of vendor reliability and stability. References shall be provided in the template provided in Attachment E.
- 3.6.2 It is preferred that responding Vendors provide three (3) years of financials, in support of the requirements of 3.6.1, if available.
- 3.6.3 Vendor should describe, in detail, their training offerings. Examples include, but are not limited to: Train-the-Trainer, classroom offerings, on-site instruction, or on-line tutorials. The actual number of individuals to be trained will be determined during the Project Planning Phase; however, at a minimum the successful Vendor should anticipate the training of 1,800 Dealer/License Services employees, with the possibility of training needed for up to 2,500.

- 3.6.4 The DMV's preference for State employee training would require a Train-the-Trainer approach for at least five (5) DMV staff.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I - General Information/Terms and Conditions

Section II - Operating Environment/Background

Section III - System Specifications

Section IV - Cost Proposal

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

- 4.3 **Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

Vendor/DMV/Dealer/License Services Interface (Section 3.2)	20 Points Possible
Temporary Tag Specifications (Section 3.3)	5 Points Possible
System Capabilities (Section 3.4)	20 Points Possible
Project Planning, Implementation and Training (Section 3.5)	15 Points Possible
Vendor Capability and Area of Specialization	10 Points Possible

(Section 3.6)

Cost (Reference Section 3.1)

30 Points Possible

Total

100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (?)30 = \text{Price Score}$$

4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

4.5. Cost Proposal Format/Bid Sheets

As specified in Section Three of this RFP, Vendors must provide two (2) cost proposals, if bidding Option A and B.

Option A (Includes Vendor-Provided Printers and related plate materials): Total, all-inclusive cost per transaction, based on a "not to exceed" ten dollars (\$10.00) a plate fee.

This fee must include: Plate Materials, Printers, Registration Materials, Software, Installation, Implementation, Training and Support. (Vendors MUST include any costs associated with lodging, travel, or per diem. These CANNOT be charged separately, or detailed as line item-costs, pursuant to West Virginia regulations.)

VENDORS WHO ARE NOT CAPABLE OF OFFERING PRINTERS AND RELATED PLATE MATERIALS WITH THEIR SOLUTION, WITHIN THE COST PARAMETERS SPECIFIED IN THIS RFP, SHOULD CLEARLY INDICATE A "NO BID" IN THE COST PORTION OF THEIR RESPONSE FOR OPTION A, OR RISK DISQUALIFICATION OF THEIR BID. (SECTION 4.5).

Total all-inclusive fee, including printers (per transaction) \$ _____
(If not bidding on Option A, indicate "NO BID" in the space provided on right and proceed to Option B.)

Option B (Without Vendor-Provided Printers and related plate materials): Total, all-inclusive cost per transaction, based on a "not to exceed" ten dollars (\$10.00) a plate fee.

This fee must include: Registration Materials, Software, Installation, Implementation, Training and Support. (Vendors MUST include any costs associated with lodging, travel, or per diem. These CANNOT be charged separately, or detailed as line item-costs, pursuant to West Virginia regulations.)

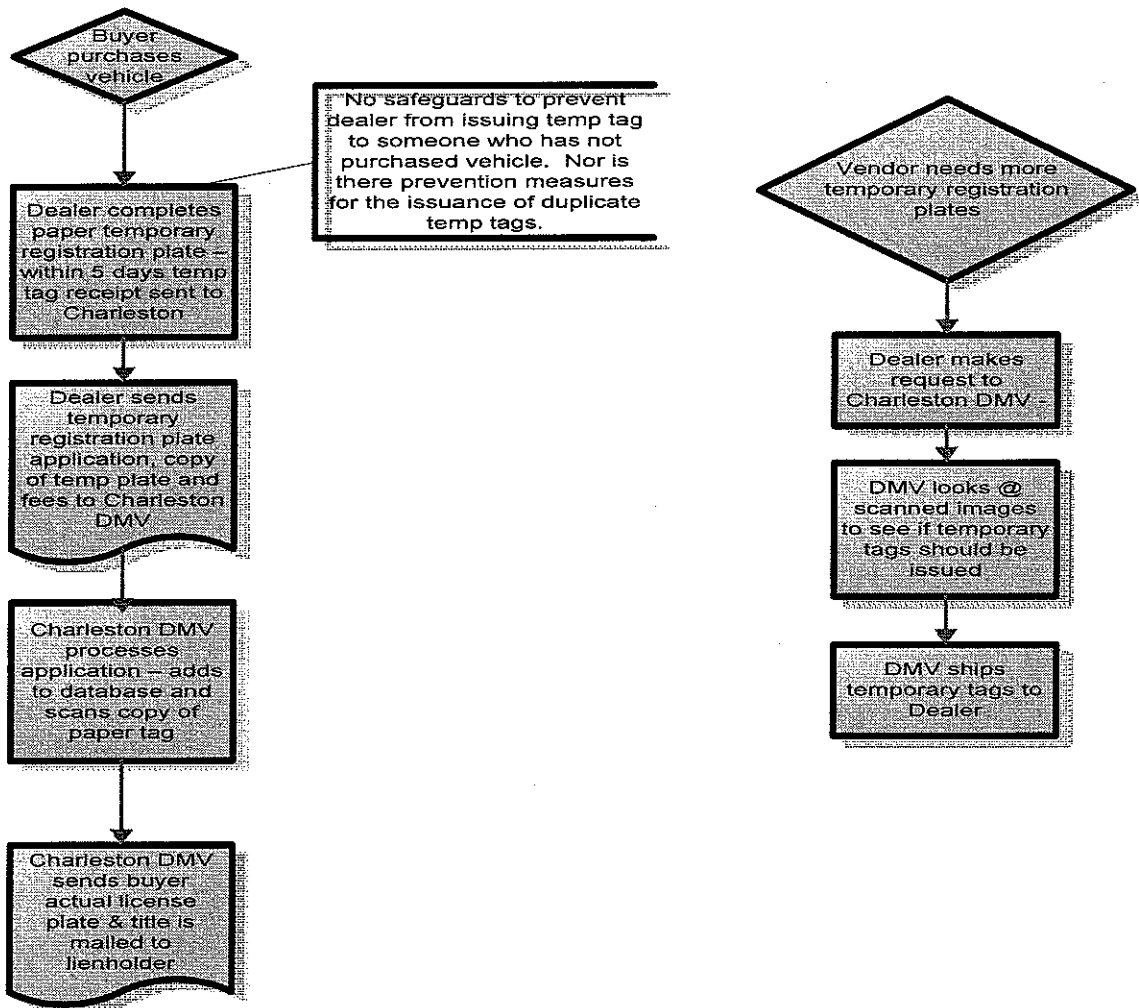
Total all-inclusive fee (per transaction) \$ _____

This cost sheet shall be sealed in a separate envelope.

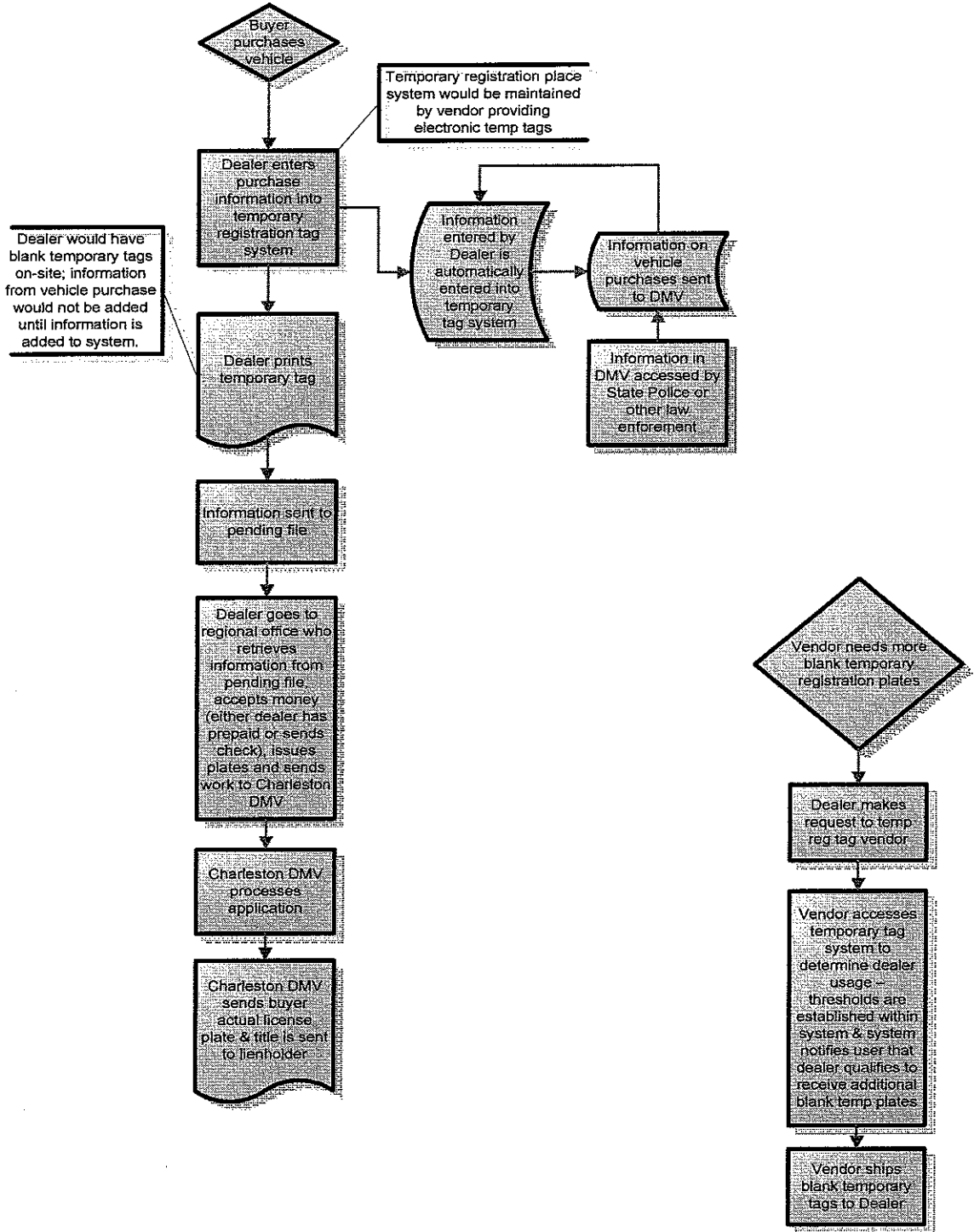
ATTACHMENT A: AUTHORIZED TEMPORARY TAG DISTRIBUTION CENTERS

Due to the size of this attachment, information will be provided to Vendors at Mandatory Pre-bid Conference in an electronic format.

ATTACHMENT B: FLOW CHARTS
DMV Current
Temporary Tag
Processes



DMV Proposed Temporary Tag Processes



ATTACHMENT D: DMV / LICENSE SERVICES CURRENT POLICIES AND PROCEDURES

DIVISION OF MOTOR VEHICLES

POLICY AND PROCEDURES/DEALER SERVICES

TITLE: Issuance of Temporary Plates

PAGE: 1 of 3

SOP NUMBER: DS 010

ORIG. DATE:

REV. DATE: 5/1/05

I. PURPOSE

To establish policy and procedures governing the issuance of temporary registration plates by Dealer Services to Dealers, License Services and Automobile Auctions.

II. POLICY

All Dealer Services personnel should understand and adhere to the procedures set forth in this manual when accepting and processing applications for temporary registration plates from Dealers, License Services, and Automobile Auctions.

III. PROCEDURES

The following procedures are to be followed by Dealer Services personnel when issuing temporary registration plates to Dealers, License Services and Automobile Auctions.

1. Open Mail -- Clerk will remove temporary plate application and check from the envelope -- paper clip together. Note: Do Not fill orders when a dealer has (100) one hundred or more temporary plates on hand.
2. Date stamp temp slips (DMV 40-TR)
3. Daily Log Sheet -- Write down Name of Business (Issued to), Dealer #, how many are On Hand, how many # ordered, Block #'s -- Use the stamp to signify the starting and ending of Temp Tags. Then write UPS or OTC.
4. At bottom of application (this space for Department Use Only) put your name, signify if it is UPS or OTC and then the date. With your starting set of numbers -- add number of Temp Tags to be issued -- then subtract one (1) and stamp # in the TO section.
5. Make sure everything is filled out and Dealer has signed the back of application. The fees should immediately be rung-up on the cash register and the application validated in the upper right hand side of the form.
6. Send temporary plates to dealer or give to walk-in.

7. At the end of the day temp clerk will prepare a DOT-6 for the tags that were issued that day and enter this on the Remis System.
8. Clerk is also responsible for date stamping all DMV-40-TR temporary registration slips in the upper right hand corner.

DIVISION OF MOTOR VEHICLES

POLICY AND PROCEDURES MANUAL/DEALER SERVICES

TITLE: Issuance of Temporary Plates

PAGE: 2 of 3

ORIG. DATE:

REV. DATE: 5/1/05

Process applications on computer:

1. Click on Cash Remittance
 - F2
 - F1
 - F1
 - Put in your Cashier # and Password
 - Enter - Enter
 - F2 & F7 Dealer # Enter
 - # of Plates Enter
 - Data OK Y Enter
 - Validate form - Enter
 - F 10
 - Enter Y Enter
 - Validate check
 - Enter - Enter
2. At the end of the day, usually at 3:00 p.m., close your computer out.
3. Total your checks on calculator and put tape with checks. Make sure totals match. Verify that the number of temps issued and the amount of money collected agree.
4. For your Daily Log Sheet - total the Dealers, License Service and Motorcycle sales. Then write a total for all sales except Motorcycles.
5. Staple to Daily Log Sheet and file at end of stack in folder.

6. Write your totals in folder in desk day by day.

DIVISION OF MOTOR VEHICLES

POLICY AND PROCEDURES/DEALER SERVICES

TITLE: Issuance of Temporary Plates

PAGE: 3 of 3

ORIG. DATE:

REV. DATE: 5/1/05

To close Register out: Press

ESC
 F3
 F1
 Tear off tape
 ESC
 F2
 Space Bar
 ESC
 F2
 Y – Enter

Tear off remaining tape – this is your daily totals.

Make a copy of this.

Make copies of all applications.

Take out yellow tape from cash register, paper clip it to your checks and then on to Cashier's Report. On the upper right hand corner of the cashiers report on the line by the transactions write the number of temp tags issued that day. Then have someone in supervisor capacity verify report and take to IRP.

The next day get your Cashier's Report from IRP – paper clip it to copy and tape from previous day and put in stack with rubber band.



Joseph Cicchirillo, Commissioner, Division of Motor Vehicles
STANDARD OPERATING POLICIES

SOP Number: DS-021 Commissioner: Joseph Cicchirillo
 Effective Date: 10-01-06 Executive Designee: Glenn Pauley
 Subject: Disposing voided SPOA's, TM-5's, and Temporary Tags and reporting lost or stolen Temporary/Dealer plates.

I. Situation: Establish a policy and procedure for disposing voided Secure Power of Attorney forms, Reassignment forms, Temporary Tags and reporting lost or stolen Temporary/Dealer plates.

II. Reference: N/A

III. Cancellation: N/A

IV. Applicability: All various license classes using these forms and tags.

V. Procedure: The following procedure will be followed by licensees upon voiding and disposing Secure Power of Attorney forms, Reassignment forms, and Temporary Tags and reporting lost or stolen Temporary Tags or Dealer plates.

1. The licensee will stamp or write the word "void" on the front side of the abovementioned forms or temporary tag.
2. The licensee shall record the void in the plate or form log that is used to maintain records of such documents.
3. The licensee shall keep and maintain the voided plate or forms in a convenient place until an inspector from the division can verify proper record of the voids.
4. Upon proper verification of the voided tag or forms by the inspector the licensee is responsible for shredding and disposing of the voided material.
5. The licensee will not under any circumstances, unless authorized or directed to do so, mail or forward voided materials to the Division of Motor Vehicles.

6. The licensee will not loan, borrow, buy, sell, or trade temporary tags and forms assigned to his or her dealership.
7. The licensee will issue temporary tags and forms in numerical order.
8. The licensee is responsible for reporting all lost or stolen temporary tags or dealer plates to the State Police. The division will not issue additional temporary tags or dealer plates until a copy of the police report is provided for the file.

VI. Notification: Director, Manager, Supervisors, employees, and licensees will receive a copy of this procedure.

MV-126-F-DS
Rev 7/83

STATE OF WEST VIRGINIA



DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES
DEALER SERVICES

APPLICATION FOR TEMPORARY REGISTRATION PLATES

CHECK CLASS OF DEALER CLASS D CLASS DUC CLASS F CLASS TR
AUTOMOBILE AUCTION CLASS DRV CLASS W/D/R LICENSE SERVICE

LICENSE CERTIFICATE NUMBER _____

NAME _____

MAILING ADDRESS _____

PRINCIPAL BUSINESS ADDRESS OR LOCATION _____

CITY _____ COUNTY _____ STATE _____

ZIP CODE NUMBER _____ TELEPHONE NUMBER _____

I (we) hereby make application for _____ temporary registration plates and attach hereto
Number
Check Money Order In the amount of _____ Dollars in payment of the required fee of
\$3.00 per temporary registration plate.

Chapter Seventeen A, article Six, Section Fifteen of the Code requires each dealer to fully account for all temporary registration plates last delivered to such dealer. No application for temporary registration plates will be honored by the Department unless the applicant has submitted to the Department copies of the temporary registration certificates issued and a listing of all temporary plates on hand.

Total Number Temporary Registration Plates last ordered

Numbers of Temporary Plates received on last order

From _____ To _____

Number of Temporary Registration Plates issued

Number of Temporary Registration Plates on hand

BALANCE OF THIS APPLICATION ON REVERSE SIDE

(This Space For Department Use Only)

Checked and Approved By _____ Date _____

Numbers of Temporary Plates issued on the application

From _____ To _____

wv-1446

Samples of this form will be available at the prebid meeting.

**WV Motor Vehicle Dealer SVC
DAILY SHIPMENT DETAIL REPORT
12/15/06 03:30 PM**

Pickup Date: 12/15/06
Pickup Record No.: 7879286 65 6

UPS Account No.: AX3959
Sorted By: Order of Shipment

Name/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: VALLEY CYCLE-RV-USED CARS 01718DUC 131 YOUNG'S LANE WELLSBURG WV 26070 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable Wt.: 1.0 Billing Option: Prepaid Package Ref No.1: DEALER PLATES, (4 - 6)	Shipment Service Charge:	\$ 5.28
	Tracking No.: 1ZAX39590340083498 Package Type: Package Weight: 1.0 Package Ref No.1: DEALER PLATES, (4 - 6)	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.28 \$ 5.28 \$ 5.28
Ship To: LAREW USED CARS 01886DUC ROUTE 1 BOX 79B TUNNELTON WV 26444-9722 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable Wt.: 6.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.82
	Tracking No.: 1ZAX39590340227707 Package Type: Package Weight: 6.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.82 \$ 5.82 \$ 5.82
Ship To: MAIN STREET MOTORS 00949DUC 76 RICHWOOD ROAD RICHWOOD WV 26261-9703 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable Wt.: 4.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.47
	Tracking No.: 1ZAX39590340508314 Package Type: Package Weight: 4.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.47 \$ 5.47 \$ 5.47
Ship To: COMMUNITY MOTORS USED CARS 01658DUC 9638 WINCHESTER AVENUE BUNKER HILL WV 25413-4315 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable Wt.: 4.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.91
	Tracking No.: 1ZAX39590340501320 Package Type: Package Weight: 4.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.91 \$ 5.91 \$ 5.91

WV Motor Vehicle Dealer SVC
DAILY SHIPMENT DETAIL REPORT
12/15/06 03:30 PM

Pickup Date: 12/15/06
Pickup Record No.: 7879286 65 6

UPS Account No.: AX3959
Sorted By: Order of Shipment

Name/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: THE ALL AMERICAN P/O AUTO CENTER 02108DUC 621 BEVERLY PIKE ELKINS WV 26241-9475 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 4.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.47
	Tracking No.: 1ZAX39590340622735 Package Type: Package Weight: 4.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.47 \$ 5.47 \$ 5.47
Ship To: HITCH-N-HAUL TRAILER SALES 01313DTR ROUTE 1 BOX 212 CLARKSBURG WV 26301-9720 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 4.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 4.12
	Tracking No.: 1ZAX39590340728541 Package Type: Package Weight: 4.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 4.12 \$ 4.12 \$ 4.12
Ship To: 00189LS GARY R. HEWITT INSURANCE AGENCY 58 EAST MAIN STREET RICHWOOD WV 26261-1122 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 4.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.47
	Tracking No.: 1ZAX39590340714752 Package Type: Package Weight: 4.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.47 \$ 5.47 \$ 5.47
Ship To: MARION TENNANT PREOWNED AUTOS 01172DUC 2004 BLIZZARD DRIVE PARKERSBURG WV 26101-6434 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 2.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 3.97
	Tracking No.: 1ZAX39590340117362 Package Type: Package Weight: 2.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 3.97 \$ 3.97 \$ 3.97

WV Motor Vehicle Dealer SVC
 DAILY SHIPMENT DETAIL REPORT
 12/15/06 03:30 PM

Pickup Date: 12/15/06
 Pickup Record No.: 7879286 65 6

UPS Account No.: AX3959
 Sorted By: Order of Shipment

Name/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: EAGLE EQUIPMENT COMPANY 02238DUC 54 EAGLE DRIVE SAINT MARYS WV 26170-4837 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 1.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.28
	Tracking No.: 1ZAX38590340712370 Package Type: Package Weight: 1.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.28 \$ 5.28 \$ 5.28
Ship To: HALL'S AUTO SALES 00262DUC 201 JULIA AVENUE WILLIAMSTOWN WV 26187-1257 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 1.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 3.93
	Tracking No.: 1ZAX39590340115784 Package Type: Package Weight: 1.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 3.93 \$ 3.93 \$ 3.93
Ship To: R & R AUTO BODY & SALES 02140DUC RD 3 BOX 93 CAMERON WV 26033-9703 Ship From: Michael Griffin WV Motor Vehicle Dealer SVC ROOM 305 1615 WASHINGTON ST., EAST, RM 305 CHARLESTON WV 25311-2127	Service Type: UPS GROUND Total Packages: 1 Hundredweight: No Billable WL: 1.0 Billing Option: Prepaid	Shipment Service Charge:	\$ 5.28
	Tracking No.: 1ZAX39590340383593 Package Type: Package Weight: 1.0	Package Service Charge: Shipper Amt: UPS Total Charge*:	\$ 5.28 \$ 5.28 \$ 5.28

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Prepaid	11	11	\$ 56.00	TOTAL CHARGES*			\$ 56.00
Package Option		Pkgs	Ref Charges				
				11 Shipment(s)			
				11 Package(s)			

* Fuel Surcharge Included

FORM DOT-6
(REV. 9/2001)

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

INVENTORY USAGE OR TRANSFER

TRANSFER
 USAGE

DATE	DOCUMENT NUMBER	ISSUING		RECEIVING		AUTHORIZATION OR E.D. NUMBER	ACT. CODE	N P	WORK ORDER NUMBER
		ORG	LOC	ORG	LOC				
12/15/2006	6563	5030	00	5030	00	REG9007	030	N	

CLASS	TYPE	SUBCODE OR DOH TAG	DESCRIPTION	UNIT OF ISSUE	REMARKS
920	027	000055	TEMP TAGS	740	
920	027	000065	MOTORCYCLE TEMP TAGS	0	
TOTAL UNITS				740	

AUTHORIZED BY:	DATE:	DELIVER TO: (LOC./PERSON, ETC.)
----------------	-------	---------------------------------

INVENTORY USE ONLY			
RECEIVED BY: (REQ. FOR SALES TO OUTSIDE AG.)	DELIVERED BY:	DATE:	ENTERED INTO SYSTEM
SOCIAL SEC. NO.:			BY: <i>WV</i> DATE: <i>12-15-06</i>

Reference #3	
Contact Name	
Telephone Number	
Company/Agency	
E-mail Address	
Physical Address	
Description of the system installed including software, hardware, number of users, etc.	

ATTACHMENT F: WV STATE CODE §17A-6-1b.**§17A-6-1b. Dealers authorized to issue motor vehicle registration.**

(a) Notwithstanding any other provision in this chapter, the division may allow a licensed motor vehicle dealer as defined in section one of this article, authority to issue or transfer motor vehicle registrations for vehicles sold by the dealer. The authority to issue and transfer motor vehicle registrations shall be contingent upon the dealer collecting all fees and taxes required for the titling and registration of vehicles, receiving proof of insurance as described in subsection (e), section three, article three of this chapter, and if applicable receiving the receipt showing full payment of personal property taxes in accordance with section three-a, article three of this chapter.

(b) Authorization to issue and transfer motor vehicle registrations shall be contingent on the dealer completing an application provided by the division and meeting all criteria established by the division. The authority shall also be contingent upon the dealer agreeing to participate fully in a computerized system of electronic submission of registration, titling and lien information and all fees and taxes required under the provisions of this chapter, either directly to the division or through an authorized service provider selected and approved by the division. Any transaction conducted under the provisions of this section shall be conditional pending the determination by the division that the application for title, registration and lien recordation is complete, accurate and in accordance with the provisions of this chapter.

(c) The authority to participate in the electronic transmission of title, registration and lien information shall be immediately revoked upon revocation or cancellation of a dealer's license issued under the provisions of this chapter: *Provided*, That the authority to issue and transfer motor vehicle registrations may be revoked by the division immediately and separately from any other action against the dealer's license if the division determines that the terms of the agreement or agreements authorizing issuance, transfer or renewal of a vehicle registration or the electronic transmission of information have been violated.

(d) A fee established by the motor vehicle dealer advisory board may be charged by a motor vehicle dealer for its services required under this section.

(e) Only motor vehicle registrations of a type specified by the division may be issued, transferred or renewed by the authorized dealer.

(f) All fees and taxes collected by an authorized dealer under the provisions of this section shall be deposited in a financial institution designated by the division or the service provider in the manner prescribed by the division.

(g) The division may authorize a service provider to supply an authorized dealer with the necessary forms, supplies, registration plates and registration renewal decals necessary to enable the authorized dealer to perform the duties and functions specified in this section.

(1) Any service provider authorized to perform services under the provisions of this section shall post a bond of the applicant in the penal sum of one million dollars, in the form prescribed by the commissioner, conditioned that the applicant will not in the conduct of business practice any fraud which, or make any fraudulent representation

which, shall cause a financial loss to any dealer, financial institution or agency, or the state of West Virginia, with a corporate surety thereon authorized to do business in this state, which bond shall be effective as of the date on which the authorization to provide services commences.

(2) The service provider is solely responsible for the inventory, tracking, safety and reconciliation of all supplies, registration plates, registration decals or other motor vehicle credentialing items in accordance with procedures established by the division and subject to audits by the division.

(3) The division may rescind without notice the authority of a service provider to perform services when the division has cause to believe that any state or federal law has been violated or that the service provider is not adhering to the terms and conditions of the authorization agreement.

(h) The service provider and the authorized dealer assume full responsibility for the care, custody, control, disclosure and use of any information provided by the division in order to execute the duties and responsibilities required by this section. Each service provider and each authorized dealer agrees to ensure that the disclosure of information to it and its handling of information received from the division complies with all federal and state statutes and division directives governing the disclosure and protection of such information.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____