

TITLE

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

Request for Quotation

FLT11919

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KRISTA FERRELL 304-558-2596

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

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

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,

is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

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

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

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CHARLESTON, WV 25305

304-558-0086

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION
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25305 304-558-0086

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON STREET, EAST BUILDING 17 CHARLESTON, WV

304-558-0086 25305

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 04/04/2012 BID OPENING TIME 01:30PM BID OPENING DATE: 05/17/2012 **AMOUNT** UNIT PRICE CAT. ITEM NUMBER UOP QUANTITY LINE THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH THE SUCCESSFUL VENDOR IS ISSUED THROUGH A BANK. MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. REV 07/16/2007 NOTICE A SIGNED PROPOSAL MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25B05-0130 THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: PLEASE NOTE COST PROPOSALS SHOULD BE SEPARATELY SEALED AND CLEARLY LABELED SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE FEIN



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

Request for Quotation

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25305 304-558-0086

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Department of Administration, Fleet Management Office

Request for Proposal

Comprehensive Fleet Services - FLT11919



30 March 2012

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SECTION 1: GENERAL INFORMATION

1.1 Purpose

The Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Administration, Fleet Management Office, hereinafter referred to as "Agency", to obtain comprehensive fleet services for vehicles rented, leased, owned, operated, maintained, managed, or administered (WV Code §5A-3-48 through 5A-3-53) by the Fleet Management Office.

1.2 Vendor Bound by Terms

By signing and submitting its proposal, the Vendor will be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.2.1 Compliance with Laws and Regulations

The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, 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 shall be borne by the Vendor. 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.

1.3 Schedule of Events

The following Schedule of Events represents the State's estimate of the anticipated schedule which will be followed. When a specific time of the day is referenced, it means Eastern Standard Time. Unless otherwise specified, the time of the day for the following events will be between 8:00 a.m. and 5:00 p.m. The state reserves the right, at its sole discretion, to adjust the schedule, as it deems necessary. The Purchasing Division will communicate any substantive adjustment to the RFP in one or more addendum as described below in Section 1.7.

Release of RFP 6 April 2012

Pre-bid Question Deadline 23 April 2012

Mandatory Pre-bid Meeting 27 April 2012

Technical Question Deadline 4 May 2012

RFP Opening Date 17 May 2012

Table 1: Schedule of Events

1.4 Mandatory Pre-bid Conference

A mandatory pre-bid conference shall be conducted on the date and location listed below:

Date:

27 April 2012

Time:

1:00 p.m. Eastern Standard Time (EST)

Location:

Building 17 (Finance Division), 1st Floor Conf. Room

Capitol Complex (304) 558-2106

Telephone Number:

All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall result in the disqualification of the bid. No one person

can represent more than one Vendor. All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The State will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the State Agency will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

1.5 Inquiries

Inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Buyer Supervisor **Purchasing Division** 2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305-0130

Fax: (304) 558-4115 Phone: (304) 558-2596

No contact between the Vendor and any agency regarding the subject matter of this RFP is permitted without the express written consent of the State Buyer. 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.

1.6 Verbal Communication

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

1.7 Addenda

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

2.1 Location

The Fleet Management Office is located at 2101 Washington Street East, Building 17 (Capitol Complex) Charleston, WV 25305.

2.2 Background and Current Operating Environment

2.2.1 FMO Background Information

The State of West Virginia has an automated fleet program for the management of maintenance and repairs of vehicles which are rented, leased, owned, operated, maintained, managed, or administered (WV Code §5A-3-48 through 5A-3-53) by the Fleet Management Office (FMO).

The FMO is required by statute to provide comprehensive fleet services which include both mission essential and mission enhancing processes, functions, tasks, and activities to all state agencies.

- 2.2.2 The State's vehicles, some of which may have multiple drivers (shared-use) are located throughout the state and driven or operated both within the state and nationwide.
- 2.2.3. The vehicles or equipment units described in this RFQ are generally: state-owned, leased, or rented sedans, trucks, vans, sport utility vehicles (passenger vehicles); and state-owned, leased, or rented cargo, all-terrain, marine, public health, safety, emergency management vehicles, and ancillary equipment (specialty vehicles and equipment). The following information typifies the fleet:

9	6,500
Passenger Vehicles	
Average Months-In-Service – Vehicle	47
Average Months-In-Service – Equipment	Various
Vehicles four years old and have 100,000 miles	2,450
Unresolved manufacturer recalls	160
Vehicle incidents and accidents	1,000
Vehicles centrally managed by FMO	3,000
Vehicles driven less than 18,000 miles annually	2,000
Government sector total cost of ownership in cents-per-mile	\$0.40
Monthly programmatic savings versus programmatic cost per vehicle	\$41/\$4
Alternative fuel capable vehicles purchased annually by the state	280
Annual greenhouse gas (GHG) emissions	28 Tons
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- The Fleet Management Office manages the workflow processes for the purchase, lease, rental (short-term lease), utilization, maintenance, repair, and storage for approximately eighteen hundred seventy (1,870) new passenger or specialty vehicles annually. The West Virginia fleet vehicle replacement policy requires retention of at least four (4) years and odometer reading of one-hundred thousand (100,000) miles at the time of disposal.
- 2.2.5 The State has several disparate fleet and/or garage management systems maintained by several state agencies, e.g., Department of Administration, Division of Highways, West Virginia State Police, Higher Education Policy Commission, etc. These same systems include differing programming languages such as Oracle, System Query Language (SQL), and Microsoft System Data Operating System (MS DOS). The State intends to consolidate the management and integration of these systems into one unified operating

system consistent with the data requirements of the State's recently awarded enterprise record program (ERP) provided by CGI and Agile Assets. Additionally, the State intends to offer other fleet management services as specified in 2.5 Mandatory Requirements.

- 2.2.6 FMO accounts payable balances are paid monthly.
- 2.2.7 The State does not currently share in any revenue, rebates, rewards, etc. generated from the current fleet services contract.
- 2.2.8 The State's standard payment terms are Net-30 days.
- 2.2.9 Historical data must be maintained in electronic format and transferred in the event of a Vendor change.
- 2.2.10 The FMO will provide the awarded Vendor the following information:
 - 2.2.10.1 Vehicle Driver if the vehicle is assigned to an individual driver.
 - 2.2.10.2 Spending Unit Fleet Coordinator if the vehicle is assigned as a shared-use vehicle.
 - 2.2.10.3 Verification of physical damage, collision, and comprehensive insurance coverage with underwriter, deductible, and blanket policy number.
 - 2.2.10.4 Vehicle garage location.
- 2.2.12 Vehicles may be driven nationally, but should not be driven outside the contiguous United States.

2.3 Qualifications and Experience

2.3.1 General: Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, what the project goals and objectives were and how they were met, and other data as specified below.

2.3.2 Other Data:

- 2.3.2.1 Business Description:
- 2.3.2.2 Business Name:
- 2.3.2.3 Address:
- 2.3.2.4 City, State, and Zip Code
- 2.3.2.5 Primary Contact Name
- 2.3.2.6 Telephone Number
- 2.3.2.7 Email Address:
- 2.3.2.8 Has your firm done work with the State in the past 18 months? If so, please describe that work.
- 2.3.2.9 List a description of recent (within the past 5 years) of similar work or projects performed that are similar to that described above. Provide as much detail as possible, attaching additional information as appropriate.
- 2.3.2.10 Has your firm ever been terminated from a project before project completion? If yes, please explain.
- 2.3.2.11 Does your firm have any pending litigation against it? If yes, please explain.

2.4 Project Goals and Objectives

Some project goals and objectives may be tangible based on historical data, in which case, historical annual data is provided in 2.2. Background and Current Operating Environment. In instances where historical annual data is available, a specific empirical annual objective is provided in the table immediately following the objective. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known.

Some project goals and objectives may be intangible or not supported by specific historical data in 2.2 Background and Current Operating Environment. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known.

- 2.4.1 Goal: Provide comprehensive fleet services for constitutional and non-constitutional governmental entities:
 - 2.4.1.1 Objective: Implement integrated fleet services that meet the current and future needs of the State of West Virginia as specified in 2.2 Background and Current Operating Environment.
 - 2.4.1.2 Objective: Implement data analytical service management using integrated, browser client-server applications for the following core fleet processes:
 - 2.4.1.2.1 Fleet utilization management
 - 2.4.1.2.2 Fleet selector list development
 - 2.4.1.2.3 RFx specification development
 - 2.4.1.2.4 Carbon footprint benchmarking and reduction
 - 2.4.1.2.5 Maintenance management
 - 2.4.1.2.6 Driver behavior assessment and compliance
 - 2.4.1.2.7 Fleet cycling (replacement management)
 - 2.4.1.2.8 Total cost of ownership analytics
 - 2.4.1.2.9 Cost management and cost containment
 - 2.4.1.2.10 Industry best practice modeling
 - 2.4.1.2.11 Supply chain management
 - 2.4.1.2.12 Garage management
 - Objective: Implement narrative and graphical performance reviews for the FMO (consolidated) and state spending units (by spending unit billing code), no less than annually to demonstrate achieved cost savings for the state and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the state and spending units.
 - 2.4.1.4 Objective: Implement user training ensuring users can:
 - 2.4.1.4.1 Demonstrate a high-level understanding of fleet browser client-server applications.
 - 2.4.1.4.2 Utilize reporting functionality.
 - 2.4.1.5 Objective: Capture, integrate, and provide National Highway Transportation Safety Administration safety data and vehicle recall information to driver and

- spending unit fleet coordinator using a browser client-server application.
- 2.4.1.6 Objective: Implement a toll-free telephone number for a maintenance management contact center.
- 2.4.1.7 Objective: Implement a maintenance management contact center that is available to the state twenty-for (24) hours daily, including weekends and holidays.
- 2.4.1.7 Objective: Implement a payment mechanism for preventive maintenance such as coupon, virtual coupon, limited value service card, or browser client-server application that does not require pre-authorization by a driver prior to use.
- 2.4.1.8 Objective: Implement maintenance management based on but not limited to established parameters such as time, calendar, odometer, power take off, or operating hours.
- 2.4.1.9 Objective: Implement a browser client-server preventive maintenance application that is driver-centric and can produce maintenance reminders using Email or SMS and notify spending unit fleet coordinators when established thresholds are pending or have been exceeded.
- 2.4.1.10 Objective: Implement a browser client-server maintenance management and repair application for light-duty vehicles that provides real-time, line item visibility of maintenance and repair outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.
- 2.4.1.11 Objective: Implement repair service management based on but not limited to established thresholds such as time, calendar, odometer, power take off, operating hours, estimated cost, and existing statewide contracts.
- 2.4.1.12 Objective: Implement management of third-party logistics Vendors (3PL).
- 2.4.1.13 Objective: Implement a browser client-server application that demonstrates warranty recovery results by 3PL for each spending unit.
 - 2.4.1.13.1 3PL provides the lowest repair cost to the state.
 - 2.4.1.13.2 3PL executes real-time odometer entry and accounts receivable processing.
 - 2.4.1.13.3 3PL is within reasonable proximity to vehicle location five (5) miles.
 - 2.4.1.13.4 3PL uses Original Equipment Manufacturer (OEM) or equivalent, warrantied parts during vehicle warranty period. Post OEM warranty coverage period, the 3PL uses OEM or equivalent after-market parts whichever is most cost-effective.
 - 2.4.1.13.5 3PL recovery of ninety (90%) percent or more of warrantied part's value through part replacement by the 3PL or reimbursement by the part's manufacturer.
 - 2.4.1.13.6 3PL payment credit or reimbursement of ninety (90%) percent or more of the manufacturer part's warranty value with "Warranty recovery" clearly identified on spending unit invoice or reimbursement check detail if payment is made by check.
 - 2.4.1.14 Objective: Implement and manage a maintenance management contact center available to drivers and fleet coordinators 24/7/365.

- 2.4.1.15 Objective: Implement and manage a 24-hour roadside assistance program with the following core functions:
 - 2.4.1.15.1 Toll-free assistance line.
 - 2.4.1.15.2 Emergency towing service.
 - 2.4.1.15.3 Tire-changing service.
 - 2.4.1.15.4 Battery jump service.
 - 2.4.1.15.5 Lockout service.
 - 2.4.1.15.6 Integration with maintenance and repair services management objectives so that drivers and agency fleet coordinators may contact a primary point of contact.
- 2.4.1.16 Objective: Implement a browser client-server application for agency-tailored garage management and parts inventory management.
- 2.4.1.17 Objective: Implement a browser client-server application providing one-click access to maintenance and repair services management data.
 - 2.4.1.17.1 American Trucking Association (ATA) Codes (or equivalent)
 - 2.4.1.17.2 Chilton Labor Guide (or equivalent)
- 2.4.1.18 Objective: Implement the integration of new vehicle delivery, used vehicle decommissioning and disposal, licensing, fuel, accident, and vehicle data changes.
- 2.4.1.19 Objective: Implement a browser client-server application for payroll reporting and labor hours that is integrated with garage management and parts management data.
- 2.4.1.20 Objective: Integrate accounts payable functionality for 3PL invoices with garage management and part inventory management data.
- 2.4.1.21 Objective: Implement a browser client-server application for parts management which includes:
 - 2.4.1.21.1 First-in/first-out functionality
 - 2.4.1.21.2 Stock Keeping Unit (SKU) management
 - 2.4.1.21.3 Manufacturer cross-reference
 - 2.4.1.21.4 Integrated parts replenishment across multiple spending unit garages or 3PL suppliers with automated ordering through integrated alert system (agency garages) or email and fax.
- 2.4.1.22 Objective: Implement notification by on-screen alert to garage supervisor, service writer, and service technicians upon parts arrival and inventory update.
- 2.4.1.23 Objective: Implement e-mail notification to user group (driver and supervisor) and garage supervisor on vehicle status.
- 2.4.1.24 Objective: Implement barcoding to record labor hours, asset management, parts inventory, work order creation, and other user-defined templates.
- 2.4.1.25 Objective: Implement garage management reporting of garage performance both internally (in-house) and externally (3PL sublet).
 - 2.4.1.25.1 Fully-burdened labor rate
 - 2.4.1.25.2 Parts turn rate

- 2.4.1.25.3 Parts inventory
- 2.4.1.25.4 Staffing levels
- 2.4.1.25.5 Labor hours
- 2.4.1.25.6 Work requests missing parts
- 2.4.1.25.7 Work request history
- 2.4.1.25.8 Controlled authorization savings
- 2.4.1.26 Objective: Implement and manage a leased vehicle program.
 - 2.4.1.26.1 An existing vehicle is no longer operable and/or is impractical to repair and requires replacement temporarily until a new vehicle is purchased.
 - 2.4.1.26.2 An additional vehicle is needed for a new employee temporarily until a new vehicle is purchased.
 - 2.4.1.26.3 An additional vehicle is needed for a new agency function, mission, or program until a new vehicle is purchased.
 - 2.4.1.26.4 An additional vehicle is needed to support seasonal or short-term projects/programs.
 - 2.4.1.26.5 Replacement reporting to monitor the status of leased vehicles and indicate the ongoing replacement cycle of leased vehicles based upon mileage and length of service thresholds.
 - 2.4.1.26.6 Upon receipt of a state contract order, order each vehicle directly with the appropriate manufacturer.
 - 2.4.1.26.7 Deliver leased vehicles to the State's Surplus Property Division in Dunbar, West Virginia.
- 2.4.1.27 Objective: Implement a standard lease agreement (hereafter referred to as MVLA) meeting West Virginia Constitutional requirements.
- 2.4.1.28 Objective: Implement a separate MVLA for each leased vehicle.
 - 2.4.1.28.1 The lease term may be variable in twelve (12) month increments for a final period not to exceed forty-eight (48) months. After the final period, the lease may be extended on a month-to-month basis until terminated by written notification from the FMO to the Vendor.
 - 2.4.1.28.2 Included (base) mileage for each vehicle lease may be 25,000 miles annually.
- Objective: Implement a program where MVLA lease payments transferred or assigned by the Lessor (hereafter referred to as Vendor) to a subcontractor, 3PL payment service, assignee, or finance company are requested in advance, in writing to the FMO, and prior to the leased vehicle being ordered. Additionally, the program ensures the proposed subcontractor, 3PL payment service, assignee, or finance company: a) registers as a Vendor with the State of West Virginia; b) requests in writing to accept payment on behalf of the Vendor; and c) states their willingness to accept the terms and conditions stipulated in the MVLA.
- 2.4.1.30 Objective: Implement a process to ensure that leased vehicle title and registration documents read: [Vendor] c/o WV DOA FMO.

- 2.4.1.31 Objective: Implement a process whereby FMO furnishes written orders for vehicles to be leased, specifying make, model, and equipment requirements including any modification or upfitting by the manufacturer or third party.
- 2.4.1.32 Objective: Implement a program fee rate structure for items contained in 2.5 Mandatory Requirements that ensures lease vehicles receive fee rates for mandatory requirements equal to state-owned vehicles, e.g., if state-owned vehicles are charged \$X.XX for accident management, leased vehicles should also be charged \$X.XX for accident management.
- 2.4.1.33 Objective: Implement a process whereby the Vendor sells each leased vehicle. Upon sale of each leased vehicle, the Vendor retains any costs which it may have incurred in transportation and marketing of the vehicle, fees paid (including auction fees), and repairs or replacements necessary to merchandise the vehicle, to arrive at the net resale proceeds for calculation of lease rate adjustments.
- Objective: Implement a process whereby the Vendor pays to the FMO as a 2.4.1.34 lease rate adjustment on automobiles and light trucks (under 10,000 GVWR), 100% of any excess of the net resale proceeds over the depreciated value of the vehicle. If the net resale proceeds are less than the depreciated value of the vehicle, the FMO pays to the Vendor as a lease rate adjustment for the amount of such deficiency, provided that the Vendor guarantees to the FMO minimum net resale proceeds equal to 25% of the Capitalized Value at the beginning of the initial lease term. If the FMO elects to extend beyond the initial lease term, the Vendor guarantees 25% of the fair market value of the vehicle at the inception of the concluding month's extension period. "Fair Market Value" is defined as the resale value for automobiles and light trucks (under 10,000 GVWR) as reported by Black Book Official Used Vehicle Market Guide as published by National Auto Research Division, Hearst Business Media Corporation or its successor publications or publishers as of the publication date immediately preceding the last day of the month which immediately precedes the month in which termination of the particular lease vehicle occurs.
 - Objective: Implement a program whereby FMO may use lease vehicles for any legal purpose. Vehicles leased under a Contract may not be operated outside the contiguous United States. Title to each leased vehicle remains in the name of the Vendor c/o WV DOA FMO, but the Vendor has no control or supervision of the operation of the leased vehicle.
 - 2.4.1.36 Objective: Deliver leased vehicles to the FMO, no later than fifteen (15) days prior to the expiration of the first and any subsequent license period, documents which may be necessary for the FMO to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle.
 - 2.4.1.37 Objective: Administer the disposal of lease vehicles terminated by the FMO:
 - 2.4.1.37.1 Arrange for vehicle pickup.
 - 2.4.1.37.2 Send termination notices to agencies and vehicle drivers.
 - 2.4.1.37.3 Sign related disposal documents including odometer statements.

- Objective: Implement a program whereby the Vendor warrants that it is the sole and absolute owner of the lease vehicle; that the Vendor has the right to lease the vehicle to the FMO; that the vehicle is free of encumbrances at time of delivery to the FMO (other than the interest of an Assignee, that the Vendor will not cause the vehicle to become subject to lien or encumbrance; that the Vendor will not sell, assign, lease or otherwise dispose of the vehicle except as provided above; and that the Vendor will do nothing to disturb FMO's full right of possession and enjoyment of the vehicle and the exercise of all the FMO's rights with respect to the lease vehicle as provided by a Contract.
 - Objective: Implement a program whereby the FMO is permitted to sub-lease lease vehicles in a Contract to other governmental entities. In the event FMO sub-leases any vehicles subject to a Contract to be used or operated by any present or future subsidiary, parent or affiliate of the FMO (hereafter referred to as "Related Governmental Entity"), The FMO agrees that notwithstanding: (a) use or operation by a Related Governmental Entity; (b) any direction by FMO to the Vendor to invoice a Related Governmental Entity with respect to the lease vehicle, all such lease vehicles shall at all times remain subject to the terms and conditions of the Contract and the FMO shall at all times retain authority under the Contract.
- 2.4.1.40 Objective: Implement a browser client-server fringe application which is integrated with Vendor-provided maintenance, repair service, and garage management applications.
- 2.4.1.41 Objective: Implement a fringe program that meets Internal Revenue Service substantiation requirements as required by the Internal Revenue Service (IRS) Publication 15-B, Employer's Tax Guide to Fringe Benefits, published under U.S. Code Title 26.
- 2.4.1.42 Objective: Provide trip logging and calculation functionality for official use, personal use, employee-owned vehicle mileage reimbursement, and rental car use.
- 2.4.1.43 Objective: Provide reporting workflow that includes employee, employee supervisor or Spending Unit Fleet Coordinator, and others as designated by the FMO.
- 2.4.1.44 Objective: Implement a browser client-server toll, citation, and violation reporting application which is integrated with maintenance, repair service, and garage management applications.
- 2.4.1.45 Objective: Provide a payment process for tolls, citations, and violations for enrolled state-owned, leased, rented (by the Vendor), or operated vehicles.
- 2.4.1.46 Objective: Pay toll, citation, and violation cost for enrolled state-owned, leased, rented (by the Vendor), or operated vehicles throughout West Virginia, Virginia, Kentucky, Ohio, Maryland, and Pennsylvania.
- 2.4.1.47 Objective: Include separate toll, citation, and violation detail on monthly invoicing for state spending units.
- 2.4.1.48 Objective: Implement a browser client-server driver behavior management application which is integrated with maintenance, repair service, and garage management applications.
- 2.4.1.49 Objective: Monitor motor vehicle records (MVR's), collision incidents, and other driver monitoring events as designated by the FMO.

2.4.1.50	Objective: Administer driver authorizations and request MVRs based on FMO-defined criteria or thresholds.
2.4.1.51	Objective: Ensure compliance with the federal Driver's Privacy Protection Act (DPPA) of 1994 and state statute or regulation governing MVR's available at http://uscode.house.gov/download/pls/18C123.txt and http://www.transportation.wv.gov/dmv/Forms/DMVForms/DMV-101-PS1_PS2-wf.pdf
2.4.1.52	Objective: Establish an overall driver behavior assessment for each fleet driver.
2.4.1.53	Objective: Assign, integrate, and manage specialized online driver training matched to a driver's behavior, vehicle, and job function.
2.4.1.54	Objective: Implement a browser client-server accident management application which is integrated with roadside assistance, maintenance, repair service, garage management applications.
2.4.1.55	Objective: Provide core accident management services:
2.4.1.00	2.4.1.55.1 Twenty-four (24) hour support.
	2.4.1.55.2 Arrange towing service.
	2.4.1.55.3 Provide consolidated billing for roadside assistance and repair service.
	2.4.1.55.4 Provide subrogation activities for Vendor-leased vehicles. Subrogation activities for state-owned vehicles will remain with the West Virginia Board of Risk and Insurance Management.
2.4.1.56	Objective: Provide, manage, or integrate browser client-server vehicle reservation application with integrated key control system, e.g., Agile Fleet Commander, AssetWorks KeyValet, Invers Mobility COCOS, etc. (or equivalent); and services.
2.4.1.57	Objective: Provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance costs, predictive maintenance costs by automotive systems, manufacturer,
2.4.1.58	Objective: Provide, manage, and integrate a browser client-server toil, citation, and violation application to ensure the timely payment of tolls, citations, and violations; provide payment services and consolidated monthly invoicing for State vehicles.
2.4.1.59	Objective: Provide, manage, and integrate alternative fuels strategic consulting services for alternative fuel vehicle selector list development; and alternative fueling infrastructure planning.
2.4.1.60	Objective: Integrate and manage browser client-server applications provided by the state's ERP Vendor (currently CGI and Agile Assets). See 2.2. Background and Current Operating Environment.
2.4.1.61	Objective: Reduce the percentage of vehicles that are four years old and have 100,000 miles through the use of an automated asset management system.

=- 17	2013
Fiscal Year	

Table 2.4.1.61	
Reduce the percentage of vehicles that are four years old and have 100,000 miles in the aggregate.	(8%)
Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of vehicles: sedan.	(6%)
Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of vehicles: truck (pick-up and SUV).	(7%)

2.4.1.62 Objective: Reduce the percentage of unresolved manufacturer recalls through the use of an automated recall management system.

Fiscal Year	2013
Table 2.4.1.62	
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer in the aggregate.	(10%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: sedan.	(2%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: truck (pick-up and SUV).	(16%)

2.4.1.63 Objective: Reduce the percentage of incidents and accidents annually through driver behavior assessment, training, motor vehicle record checks, and policy compliance activities.

Fiscal Year	2013
Table 2.4.1.63	
Reduce the percentage of incidents and accidents annually through driver training, motor vehicle record checks,	. (10%)

and policy compliance activities.	

- 2.4.2 Goal: Achieve significant programmatic savings by effectively managing the consolidation, utilization, and total cost of ownership (TCO) of the fleet:
 - 2.4.2.1 Objective: Demonstrate recent experience (within the past 5 years) providing and implementing fleet management programs and services for governmental entities.
 - 2.4.2.2. Objective: Demonstrate experience successfully implementing (no action resulting in debarment by a governmental entity) in at least three separate and distinct instances in governmental entity fleets with 10,000 or more light-duty vehicles.
 - 2.4.2.3 Objective: Increase the percentages of vehicles that are centrally managed by the FMO through the use of automation.

Fiscal Year	2013
Table 2.4.2.3	
Increase the percentages of vehicles that are centrally managed by FMO in the aggregate.	17%
Increase the percentages of vehicles that are centrally managed by FMO for the following vehicle class: sedan.	19%
Increase the percentages of vehicles that are centrally managed by FMO for the following vehicle class: truck (pick-up and SUV).	27%

2.4.2.4 Objective: Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually.

Fiscal Year	2013
Table 2.4.2.4	
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually in the aggregate.	(90%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: sedan.	(91%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: truck (pick-up and SUV).	(84%)

2.4.2.5 Objective: Achieve a government sector (GS) total cost of ownership (TCO) in cents-per-mile that is lower than the private sector (PS) TCO for the same vehicle classes. Baseline TCO is derived using Edmonds.com.

Fiscal Year	2013	
Table 2.4.2.5		
TCO (PS/GS) in cents-per-mile (CPM) in the aggregate. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS \$.55 GS \$.42	
Using Edmonds.com, TCO (PS/GS) in cents-per-mile (CPM) for the following vehicle class: sedan. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS \$.65 GS \$.37	
TCO (PS/GS) in cents-per-mile (CPM) for the following vehicle class: truck (pick-up and SUV). TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS \$.51 GS \$.50	

2.4.2.6 Objective: Achieve programmatic savings equal to or greater than the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges.

Fiscal Year	2013
Table 2.4.2.6	
Achieve programmatic savings equal to or greater than to the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges. Programmatic savings include controlled authorizations, centralized purchase order management, national account savings, reduced indemnification expenditures, net time value savings for lease vehicles, fuel loss control rates, etc.	10:1

- 2.4.3 Goal: Improve compliance with the U.S. Energy Policy Act (EPAct 1992) available at http://www1.eere.energy.gov/femp/regulations/epact1992.html while reducing greenhouse gas (GHG) emissions and supporting the West Virginia Green Fleet Initiatives available at http://www.fleet.wv.gov/green/Pages/default.aspx.
 - 2.4.3.1 Objective: Improve the percentage of alternative fuel capable vehicles purchased or leased by the state through specification development, statewide contracts, and leasing agreements.

Fiscal Year	2013
Table 2.4.3.1	100
Improve the percentage of alternative fuel capable vehicles purchased.	64%

Objective: Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems. 2.4.3.2

Fiscal Year	2013
Table 2.4.3.2	
Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems.	(8%)

2.5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

- Provide, manage, and integrate information system support for real-time, transactional data capture/retrieval and data warehousing between the Vendor and the FMO. Vendor 2.5.1 data warehousing must be secure, on-shore, with redundant continuation of operations capability.
- Provide, manage, and integrate browser client-server vehicle-leasing services application and leasing services including selector list development based on FMO criteria; 2.5.2 replacement methodology development for leased vehicles being replaced with leased vehicles; and lease vehicle services.
- Provide, manage, and integrate a browser client-server maintenance management and repair application that provides real-time, line item visibility of 3PL maintenance and 2.5.3 repair vendor outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) by the Vendor which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings to the State.
- Integrate and manage the state's fuel-only credit card program; and provide a browser client-server application to ensure fuel expenditures are appropriate; vehicle performance 2.5.4 trends are satisfactory; and Vendor-to-agency monthly billings are accurate.
- Provide, manage, and integrate a browser client-server centralized account management and business intelligence services application to create master, central, separate 2.5.5 account, subordinate division, subdivision, or location-specific hierarchical organizations (chart of accounts) for centralized and decentralized viewing, reporting, and administration as designated by the FMO. Vendor application must provide dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or the application itself can be adjusted by the FMO or hierarchical designees.
- Provide, manage, and integrate centralized billing services in which the Vendor pays downstream service providers in full based on Vendor/3PL negotiated pricing agreements 2.5.6

for invoiced products or services provided and then subsequently bills state agencies according to an FMO provided chart of accounts (decentralized). Short-paying or penalizing independent downstream service providers (accounts payable) that do not have a Vendor/3PL negotiated pricing agreement creates an unfavorable perception of the State as an end user, creates inflated billing practices by the 3PL to recover the short-payment, is prohibited, and will result in contract termination.

- 2.5.7 Provide, manage, and integrate a browser client-server application and institute agency-tailored garage management systems at multiple locations and within multiple agencies.
- 2.5.8 Provide, manage, and integrate a browser client-server (online) driver behavior assessment and training application to identify unsafe driver behavior and provide opportunities for refresher and remedial training to mitigate unsafe driver behaviors.

 Online courses delivered through the State Learning Management System must be provided in a SCORM compliant format.
- 2.5.9 Provide, manage, and integrate a browser client-server accident management application to ensure timely accident reporting and to identify drivers who may require additional training, driver behavior assessment, and electronic monitoring.
- 2.5.10 Provide, manage, and integrate a browser client-server vehicle control application through the use of motor vehicle record (MVR) checks and FMO-designated policy compliance programs for authorized drivers and vehicles owned, leased, or operated by the State of West Virginia. MVR checks must comply with Division of Motor Vehicle policies and procedures for the driver license issuing state.
- 2.5.11 Provide, manage, and integrate a browser client-server fringe benefit application which is driver and agency interactive and produces official vehicle trip logs to document vehicle use; produces IRS Bulletin 15-B compliant fringe reports with imputed values (if appropriate) based on current IRS valuation rules; and ensures that drivers and agencies are meeting IRS monthly, quarterly, and annual reporting requirements. The fringe benefit application must capable of integration with 3PL telematic and vehicle reservation equipment (GPS Insight, Green Road, Network Fleet, DriveCam, TeleNav, Inthinc, Telogis, Zonar, Agile Access Control, or equivalents).

2.6 Oral Presentations:

State agencies have the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it will be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, the Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

2.6.1 Oral Presentation:

2.6.1.1 Purpose:

- 2.6.1.1.1 Augment the written proposal submitted by each Vendor.
- 2.6.1.1.2 Facilitate the fullest understanding of the proposal by the evaluation team by: a) having a deep foundation of factual knowledge, (b) understanding facts and ideas in the context of a conceptual framework, and (c) organizing that knowledge in ways that facilitate retrieval and application of the proposal.
- 2.6.1.1.3 Provide a venue for clarifying questions posed by the evaluation team.
- 2.6.1.2 The expected duration for oral presentations will be no more than four (4) hours per Vendor.

- 2.6.1.3 The order of oral presentation will be randomly selected.
- 2.6.1.4 Clarifying instructions and the order of oral presentation will be communicated to Vendors by the Buyer in the form of an addendum.
- 2.6.1.5 Vendors will not be allowed to attend oral presentations by other Vendors.
- 2.6.1.6 State attendees may include software users.
- 2.6.1.7 Vendor attendees should include representatives who can address proposal questions concerning technical features, service implementation and integration, required staffing and resources, etc.
- 2.6.1.8 Browser Client-server Application Components:

The FMO understands that certain areas of the browser client-server can be enhanced as a result of adding supplemental modules to the basic software package, and that some enhancement of the basic software will probably be necessary in order to complete all of the tasks in the demonstration. (If the software is being shown with such enhancements, this fact should be mentioned prior to beginning the oral presentation. During the course of the oral presentation, as features are shown that are not part of the basic package identified in Attachment B, this should be clearly explained at the time the specific task is presented.)

SECTION THREE: VENDOR PROPOSAL

3.1 Economy of Preparation

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

3.2 Incurring Cost

Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.3 Proposal Format

Vendors should provide responses in the format listed below:

State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of primary contact person, e-mail address, and Vendor signature and date.

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

3.4 Proposal Submission

Proposals must be received in two distinct parts: technical and cost.

- Technical proposals must not contain any cost information relating to the project.
- Cost proposal shall be sealed in a separate envelope and will not be opened initially.

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 dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors Should Allow Sufficient Time for Delivery. In accordance with **West Virginia Code** §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One original technical and cost proposal to:

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

The outside of the envelope or package(s) and the CD labels for both the technical and the cost should be clearly marked:

Vendor:
Buyer: Krista Ferrell
Req #: FLT11919

Opening Date: May 17, 2012 Opening Time: 1:30 p.m.3.5

3.5 Purchasing Affidavit

West Virginia 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.

3.6 Resident Vendor Preference

In accordance with West Virginia Code §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.

3.7 Technical Bid Opening

The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

3.8 Cost Bid Opening

The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

SECTION FOUR: EVALUATION AND AWARD

4.1 Evaluation Process

Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response

and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

4.2 Evaluation Criteria

All evaluation criteria is defined in the specifications section and based on a 100-point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

· Qualifications and experience

10 Points Possible

50 Points Possible

- o Project team members
- o Consultants
- Record of past performance
 - Cost control
 - Quality of work
 - Ability to meet schedules
- Similar projects of similar scope
 - Government or private sector
 - Fleet management diversity
 - Familiarity with State of West Virginia
 - Complex-matrix organizations
 - Vehicle composition
 - Employee composition
- Reputation
 - References
 - Debarment
 - Termination
 - Litigation

Approach and methodology

- Plan for performing services
- Understanding proposal goals and objectives
 - Information systems
 - Vehicle utilization
 - Vehicle lease
 - Asset management
 - Maintenance and repair
 - Fuel card management
 - Account management
 - Business intelligence
 - Billing
 - Garage management
 - Driver behavior assessment
 - Accident management
 - Vehicle control
 - MVR
 - Fringe benefit
 - Alternative fuel
- Completeness of the Vendor's proposal
- Program and application scalability
- Oral presentation
- Cost

10 Points Possible 30 Points Possible

Total

100 Points Possible

30 March 2012

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

Lowest price of all proposals

X 30 = Price Score

Price of Proposal being evaluated

- 4.2.1 <u>Technical Evaluation</u>: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to West Virginia Code §5A-3-11(h) and West Virginia Code of State Rules §148-1-6.2.5.
- 4.2.3 <u>Cost Evaluation</u>: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

4.3 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.

4.4 Rejection of Proposals

The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.

4.5 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 or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

5.1 Contract Provisions

The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.

5.2 Public Record

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening. Certain information, such as

technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

- Nirginia Code §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 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 duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.

5.3 Conflict of Interest

Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

5.4 Vendor Relationship

The relationship of the Vendor the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, et cetera 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.

- 5.4.1 <u>Subcontracts/Joint Ventures;</u> The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and

- (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3 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 and regulations as provided by Federal, State, and local governments.

5.5. Term of Contract and Renewals

This contract will be effective upon award and shall extend for the period of one (1) year, at which time the contract 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, Vendor may terminate the contract for any reason upon giving the Agency ninety (30) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

5.6 Non-Appropriation of Funds

If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the Vendor written notice of such non-appropriation 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.

5.7 Changes

If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, 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. The Vendor shall provide a description of any price change associated with the implementation.

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

5.8 Price Quotations

The price(s) quoted in the Vendor'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 in the original specifications.

5.9 Invoices and Progress Payments

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract.

5.10 Liquidated Damages

According to **West Virginia Code** §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$0 (per day, per week, per unit, or some other agreed measure) for failure to provide (deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines). This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy which the State or Agency may have legal cause for action.

5.11 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 may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor 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 be terminated by the State with thirty (30) days prior notice pursuant to **West Virginia Code of State Rules** § 148-1-7.16.2.

5.12 Special Terms and Conditions

- 5.12.1 <u>Insurance Requirements:</u> (Provide liability insurance requirements. Insurance certificates are required prior to award, but are not required at the time of bid).
 - Public liability
 - Property damage
 - Professional liability (medical, advertising, et cetera)
- 5.12.2 License Requirement: None.
- 5.12.3 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds shall be made payable to the Purchasing Division and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

5.13 Record Retention (Access and Confidentiality)

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

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the 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 the 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 the Vendor.

Attachment A: Vendor Response Sheet

Qualifications and Experience 2.3

General: Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm, such as staff qualifications and experience in completing similar 2.3.1 projects, references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Vendor Data: 2.3.2

- **Business Description:** 2.3.2.1
- Business Name: 2.3.2.2
- Address: 2.3.2.3
- City, State and Zip Code 2.3.2.4
- **Primary Contact Name** 2.3.2.5
- Telephone Number 2.3.2.6
- Email Address: 2.3.2.7
- Has your firm done work with the State in the past 18 months? If so, please 2.3.2.8 describe that work.
- List a description of recent (within the past 5 years) of similar work or projects performed that are similar to that described above. Provide as much detail 2.3.2.9 as possible, attaching additional information as appropriate.
- Has your firm ever been terminated from a project before project 2.3.2.10 completion? If yes, please explain.
- Does your firm have any pending litigation against it? If yes, please explain. 2.3.2.11

Project Goals and Objectives 2.4

Some project goals and objectives may be tangible based on historical data, in which case, historical annual data is provided in 2.2. Background and Current Operating Environment. In instances where historical annual data is available, a specific empirical annual objective is provided in the table immediately following the objective. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known.

Some project goals and objectives may be intangible or not supported by specific historical data in 2.2 Background and Current Operating Environment. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known.

- Goal: Provide comprehensive fleet services for constitutional and non-constitutional governmental entities:
 - Objective: Implement integrated fleet services that meet the current and future needs of the State of West Virginia as specified in 2.2 Background and 2.4.1.1 Current Operating Environment.
 - Objective: Implement data analytical service management using integrated, browser client-server applications for the following core fleet processes: 2.4.1.2

	V-2	
	2.4.1.2.1	Fleet utilization management
	2.4.1.2.2	Fleet selector list development
	2.4.1.2.3	RFx specification development
	2.4.1.2.4	Carbon footprint benchmarking and reduction
	2.4.1.2.5	Maintenance management
	2.4.1.2.6	Driver behavior assessment and compliance
	2.4.1.2.7	Fleet cycling (replacement management)
	2.4.1.2.8	Total cost of ownership analytics
	2.4.1.2.9	Cost management and cost containment
	2.4.1.2.10	Industry best practice modeling
	2.4.1.2.11	Supply chain management
	2.4.1.2.12	Garage management
2.4.1.3	FMO (con no less the spending achieve i spending	Implement narrative and graphical performance reviews for the solidated) and state spending units (by spending unit billing code), an annually to demonstrate achieved cost savings for the state and units as well as identifying other service areas with the potential to ncreased cost savings or cost containment for the state and units.
2.4.1.4	Objective	: Implement user training ensuring users can:
8	2.4.1.4.1	Demonstrate a high-level understanding of fleet browser client- server applications.
	2.4.1.4.2	Utilize reporting functionality.
2.4.1.5	Safety A	e: Capture, integrate, and provide National Highway Transportation dministration safety data and vehicle recall information to driver and unit fleet coordinator using a browser client-server application.
2.4.1.6	Objective	e: Implement a toll-free telephone number for a maintenance
2.4.1.7	Objective available	e: Implement a maintenance management contact center that is to the state twenty-for (24) hours daily, including weekends and
2.4.1.7	such as server a	e: Implement a payment mechanism for preventive maintenance coupon, virtual coupon, limited value service card, or browser client-pplication that does not require pre-authorization by a driver prior to
2.4.1.8	establis	re: Implement maintenance management based on but not limited to hed parameters such as time, calendar, odometer, power take off, or ag hours.
2.4.1.9	applicat using I	We: Implement a browser client-server preventive maintenance tion that is driver-centric and can produce maintenance reminders amail or SMS and notify spending unit fleet coordinators when shed thresholds are pending or have been exceeded.
2.4.1.1	O Objecti repair visibility	ve: Implement a browser client-server maintenance management and application for light-duty vehicles that provides real-time, line item of maintenance and repair outcomes (invoices, work orders, or work

visibility of maintenance and repair outcomes (invoices, work orders, or work

- requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.
- 2.4.1.11 Objective: Implement repair service management based on but not limited to established thresholds such as time, calendar, odometer, power take off, operating hours, estimated cost, and existing statewide contracts.
- 2.4.1.12 Objective: Implement management of third-party logistics Vendors (3PL).
- 2.4.1.13 Objective: Implement a browser client-server application that demonstrates warranty recovery results by 3PL for each spending unit.
 - 2.4.1.13.1 3PL provides the lowest repair cost to the state.
 - 2.4.1.13.2 3PL executes real-time odometer entry and accounts receivable processing.
 - 2.4.1.13.3 3PL is within reasonable proximity to vehicle location five (5) miles.
 - 2.4.1.13.4 3PL uses Original Equipment Manufacturer (OEM) or equivalent, warrantied parts during vehicle warranty period. Post OEM warranty coverage period, the 3PL uses OEM or equivalent after-market parts whichever is most cost-effective.
 - 2.4.1.13.5 3PL recovery of ninety (90%) percent or more of warrantied part's value through part replacement by the 3PL or reimbursement by the part's manufacturer.
 - 2.4.1.13.6 3PL payment credit or reimbursement of ninety (90%) percent or more of the manufacturer part's warranty value with "Warranty recovery" clearly identified on spending unit invoice or reimbursement check detail if payment is made by check.
- 2.4.1.14 Objective: Implement and manage a maintenance management contact center available to drivers and fleet coordinators 24/7/365.
- 2.4.1.15 Objective: Implement and manage a 24-hour roadside assistance program with the following core functions:
 - 2.4.1.15.1 Toll-free assistance line.
 - 2.4.1.15.2 Emergency towing service.
 - 2.4.1.15.3 Tire-changing service.
 - 2.4.1.15.4 Battery jump service.
 - 2.4.1.15.5 Lockout service.
 - 2.4.1.15.6 Integration with maintenance and repair services management objectives so that drivers and agency fleet coordinators may contact a primary point of contact.
- 2.4.1.16 Objective: Implement a browser client-server application for agency-tailored garage management and parts inventory management.
- 2.4.1.17 Objective: Implement a browser client-server application providing one-click access to maintenance and repair services management data.
 - 2.4.1.17.1 American Trucking Association (ATA) Codes (or equivalent)
 - 2.4.1.17.2 Chilton Labor Guide (or equivalent)
- 2.4.1.18 Objective: Implement the integration of new vehicle delivery, used vehicle

Administration, F	Fleet Management Office	PLITIBIO
	decommissioning and disposal, licensing, fuel, accident, and changes.	
2.4.1.19	Objective: Implement a browser client-server application for pa and labor hours that is integrated with garage management management data.	
2.4.1.20	Objective: Integrate accounts payable functionality for 3PL garage management and part inventory management data.	
2.4.1.21	Objective: Implement a browser client-server application management which includes:	on for parts
	2.4.1.21.1 First-in/first-out functionality	
	2.4.1.21.2 Stock Keeping Unit (SKU) management	.,
	2.4.1.21.3 Manufacturer cross-reference	
	2.4.1.21.4 Integrated parts replenishment across multiple garages or 3PL suppliers with automated or integrated alert system (agency garages) or email	and fax.
2.4.1.22	Objective: Implement notification by on-screen alert to gard service writer, and service technicians upon parts arrival update.	
2.4.1.23	Objective: Implement e-mail notification to user group (driver	
2.4.1.24	Objective: Implement barcoding to record labor hours, asset	PARTICIPATION OF THE PROPERTY OF THE PARTICIPATION
2.4.1.25	Objective: Implement garage management reporting of garaboth internally (in-house) and externally (3PL sublet).	ge performance
	2.4.1.25.1 Fully-burdened labor rate	
	2.4.1.25.2 Parts turn rate	
	2.4.1.25.3 Parts inventory	
	2.4.1.25.4 Staffing levels	
	2.4.1.25.5 Labor hours	
	2.4.1.25.6 Work requests missing parts	
	2.4.1.25.7 Work request history	
	2.4.1.25.8 Controlled authorization savings	
2.4.1.26	Objective: Implement and manage a leased vehicle program).
	2.4.1.26.1 An existing vehicle is no longer operable and/orepair and requires replacement temporarily usis purchased.	nu a non
	2.4.1.26.2 An additional vehicle is needed for a new emportant and a new vehicle is purchased.	
	2.4.1.26.3 An additional vehicle is needed for a new mission, or program until a new vehicle is purc	
	Luchiala in pooded to support sea	sonal or short-term

2.4.1.26.4 An additional vehicle is needed to support seasonal or short-term

projects/programs.

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- 2.4.1.26.5 Replacement reporting to monitor the status of leased vehicles and indicate the ongoing replacement cycle of leased vehicles based upon mileage and length of service thresholds.
- 2.4.1.26.6 Upon receipt of a state contract order, order each vehicle directly with the appropriate manufacturer.
- 2.4.1.26.7 Deliver leased vehicles to the State's Surplus Property Division in Dunbar, West Virginia.
- 2.4.1.27 Objective: Implement a standard lease agreement (hereafter referred to as MVLA) meeting West Virginia Constitutional requirements.
- 2.4.1.28 Objective: Implement a separate MVLA for each leased vehicle.
 - 2.4.1.28.1 The lease term may be variable in twelve (12) month increments for a final period not to exceed forty-eight (48) months. After the final period, the lease may be extended on a month-to-month basis until terminated by written notification from the FMO to the Vendor.
 - 2.4.1.28.2 Included (base) mileage for each vehicle lease may be 25,000 miles annually.

For the vehicles and categories identified in Table 2.4.1.28, please provide the following information in the vendor response for Goal 2.4.1:

	Lease Cost	Analysis – Tabl	e 2.4.1.28	
	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Model Year	2012	2012	2012	2012
Make	Chevrolet	Dodge	Ford	Chevrolet
Model	Impala	Grand Caravan Minivan	Econoline Wagon Van	Sierra 2500HD
Trim Level	Sedan (1WF19)	Passenger Minivan (RTKH53)	E-350 Passenger Van (E3B)	Pickup (TK20903)
		Capital Cost Data	1	
Vehicle Invoice Price				
Manufacturer General Lease Incentive	a a			
Vendor Procurement and Handling				

(includes all fees and charges)				
Total Capitalized Cost				
·	F	inance Data		
Lease Interest Rate				٠
Basic Interest Rate Index				
Admin. Fee/Factor Schedule				
Lease Term	12	12	12	12
Depreciation Period (months)	12	12	12	12
Fixed Interest Index (months)	12	12	12	12
	Lease	e rate Payment	Data	
Actual Months in Service	12	12	12	12
Estimated Miles in Service	25,000	25,000	25,000	25,000
Total Lease Paid at Turn- in				
Monthly Lease				
		Lease Cost Dat	ta	1
Capitalized Cost				

Remaining Book Value	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Resale (use Commercial Black Book)				,
Sale over/under Book Value				
		Net Effect Data		1
Net Lease				
Net Effective Lease Per Month				
Net Effective Depreciation Per Month				q

- Objective: Implement a program where MVLA lease payments transferred or assigned by the Lessor (hereafter referred to as Vendor) to a subcontractor, 3PL payment service, assignee, or finance company are requested in advance, in writing to the FMO, and prior to the leased vehicle being ordered. Additionally, the program ensures the proposed subcontractor, 3PL payment service, assignee, or finance company: a) registers as a Vendor with the State of West Virginia; b) requests in writing to accept payment on behalf of the Vendor; and c) states their willingness to accept the terms and conditions stipulated in the MVLA.
 - 2.4.1.30 Objective: Implement a process to ensure that leased vehicle title and registration documents read: [Vendor] c/o WV DOA FMO.
 - 2.4.1.31 Objective: Implement a process whereby FMO furnishes written orders for vehicles to be leased, specifying make, model, and equipment requirements including any modification or upfitting by the manufacturer or third party.
 - Objective: Implement a program fee rate structure for items contained in 2.5 Mandatory Requirements that ensures lease vehicles receive fee rates for mandatory requirements equal to state-owned vehicles, e.g., if state-owned vehicles are charged \$X.XX for accident management, leased vehicles should also be charged \$X.XX for accident management.
 - 2.4.1.33 Objective: Implement a process whereby the Vendor sells each leased vehicle. Upon sale of each leased vehicle, the Vendor retains any costs which it may have incurred in transportation and marketing of the vehicle, fees paid (including auction fees), and repairs or replacements necessary to merchandise the vehicle, to arrive at the net resale proceeds for calculation of lease rate adjustments.

- Objective: Implement a process whereby the Vendor pays to the FMO as a lease rate adjustment on automobiles and light trucks (under 10,000 GVWR), 2.4.1.34 100% of any excess of the net resale proceeds over the depreciated value of the vehicle. If the net resale proceeds are less than the depreciated value of the vehicle, the FMO pays to the Vendor as a lease rate adjustment for the amount of such deficiency, provided that the Vendor guarantees to the FMO minimum net resale proceeds equal to 25% of the Capitalized Value at the beginning of the initial lease term. If the FMO elects to extend beyond the initial lease term, the Vendor guarantees 25% of the fair market value of the vehicle at the inception of the concluding month's extension period. "Fair Market Value" is defined as the resale value for automobiles and light trucks (under 10,000 GVWR) as reported by Black Book Official Used Vehicle Market Guide as published by National Auto Research Division, Hearst Business Media Corporation or its successor publications or publishers as of the publication date immediately preceding the last day of the month which immediately precedes the month in which termination of the particular lease vehicle occurs.
 - 2.4.1.35 Objective: Implement a program whereby FMO may use lease vehicles for any legal purpose. Vehicles leased under a Contract may not be operated outside the contiguous United States. Title to each leased vehicle remains in the name of the Vendor c/o WV DOA FMO, but the Vendor has no control or supervision of the operation of the leased vehicle.
 - Objective: Deliver leased vehicles to the FMO, no later than fifteen (15) days prior to the expiration of the first and any subsequent license period, documents which may be necessary for the FMO to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle.
 - 2.4.1.37 Objective: Administer the disposal of lease vehicles terminated by the FMO:
 - 2.4.1.37.1 Arrange for vehicle pickup.
 - 2.4.1.37.2 Send termination notices to agencies and vehicle drivers.
 - 2.4.1.37.3 Sign related disposal documents including odometer statements.
 - Objective: Implement a program whereby the Vendor warrants that it is the sole and absolute owner of the lease vehicle; that the Vendor has the right to lease the vehicle to the FMO; that the vehicle is free of encumbrances at time of delivery to the FMO (other than the interest of an Assignee, that the Vendor will not cause the vehicle to become subject to lien or encumbrance; that the Vendor will not sell, assign, lease or otherwise dispose of the vehicle except as provided above; and that the Vendor will do nothing to disturb FMO's full right of possession and enjoyment of the vehicle and the exercise of all the FMO's rights with respect to the lease vehicle as provided by a Contract.
 - Objective: Implement a program whereby the FMO is permitted to sub-lease lease vehicles in a Contract to other governmental entities. In the event FMO sub-leases any vehicles subject to a Contract to be used or operated by any present or future subsidiary, parent or affiliate of the FMO (hereafter referred to as "Related Governmental Entity"), The FMO agrees that notwithstanding: (a) use or operation by a Related Governmental Entity; (b)

	any direction by FMO to the Vendor to invoice a Related Governmental Entity; and (c) any payment made by a Related Governmental Entity with respect to the lease vehicle, all such lease vehicles shall at all times remain subject to the terms and conditions of the Contract and the FMO shall at all times retain authority under the Contract.
2.4.1.40	Objective: Implement a browser client-server fringe application which is integrated with Vendor-provided maintenance, repair service, and garage management applications.
2.4.1.41	Objective: Implement a fringe program that meets Internal Revenue Service substantiation requirements as required by the Internal Revenue Service (IRS) Publication 15-B, Employer's Tax Guide to Fringe Benefits, published under U.S. Code Title 26.
2.4.1.42	Objective: Provide trip logging and calculation functionality for official use, personal use, employee-owned vehicle mileage reimbursement, and rental car use.
2.4.1.43	Objective: Provide reporting workflow that includes employee, employee supervisor or Spending Unit Fleet Coordinator, and others as designated by the FMO.
2.4.1.44	Objective: Implement a browser client-server toll, citation, and violation reporting application which is integrated with maintenance, repair service, and garage management applications.
2.4.1.45	Objective: Provide a payment process for tolls, citations, and violations for enrolled state-owned, leased, rented (by the Vendor), or operated vehicles.
2.4.1.46	Objective: Pay toll, citation, and violation cost for enrolled state-owned, leased, rented (by the Vendor), or operated vehicles throughout West Virginia, Virginia, Kentucky, Ohio, Maryland, and Pennsylvania.
2.4.1.47	Objective: Include separate toll, citation, and violation detail on monthly invoicing for state spending units.
2.4.1.48	Objective: Implement a browser client-server driver behavior management application which is integrated with maintenance, repair service, and garage management applications.
2.4.1.49	Objective: Monitor motor vehicle records (MVR's), collision incidents, and other driver monitoring events as designated by the FMO.
2.4.1.50	Objective: Administer driver authorizations and request MVRs based on FMO-defined criteria or thresholds.
2.4.1.51	Objective: Ensure compliance with the federal Driver's Privacy Protection Act (DPPA) of 1994 and state statute or regulation governing MVR's available at http://uscode.house.gov/download/pls/18C123.txt and http://www.transportation.wv.gov/dmv/Forms/DMVForms/DMV-101-PS1_PS2-wf.pdf
2.4.1.52	Objective: Establish an overall driver behavior assessment for each fleet driver.
2.4.1.53	Objective: Assign, integrate, and manage specialized online driver training matched to a driver's behavior, vehicle, and job function.
2.4.1.54	Objective: Implement a browser client-server accident management application which is integrated with roadside assistance, maintenance, repair service, garage management applications.

2.4.1.55	Objective: Provide core accident management services:
	2.4.1.55.1 Twenty-four (24) hour support.
	2.4.1.55.2 Arrange towing service.
	2.4.1.55.3 Provide consolidated billing for roadside assistance and repair service.
	2.4.1.55.4 Provide subrogation activities for Vendor-leased vehicles. Subrogation activities for state-owned vehicles will remain with the West Virginia Board of Risk and Insurance Management.
2.4.1.56	Objective: Provide, manage, or integrate browser client-server vehicle reservation application with integrated key control system, e.g., Agile Fleet Commander, AssetWorks KeyValet, Invers Mobility COCOS, etc. (or equivalent); and services.
2.4.1.57	Objective: Provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance costs, predictive maintenance costs by automotive systems, manufacturer,
2.4.1.58	Objective: Provide, manage, and integrate a browser client-server toll, citation, and violation application to ensure the timely payment of tolls, citations, and violations; provide payment services and consolidated monthly invoicing for State vehicles.
2.4.1.59	Objective: Provide, manage, and integrate alternative fuels strategic consulting services for alternative fuel vehicle selector list development; and alternative fueling infrastructure planning.
2.4.1.60	Objective: Integrate and manage browser client-server applications provided by the state's ERP Vendor (currently CGI and Agile Assets). See 2.2. Background and Current Operating Environment.
2.4.1.61	Objective: Reduce the percentage of vehicles that are four years old and have 100,000 miles through the use of an automated asset management system.

Fiscal Year	2013
Table 2.4.1.61	
Reduce the percentage of vehicles that are four years old and have 100,000 miles in the aggregate.	(8%)
Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of vehicles: sedan.	(6%)
Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of vehicles: truck (pick-up and SUV).	(7%)

	1	
	1	

Objective: Reduce the percentage of unresolved manufacturer recalls 2.4.1.62 through the use of an automated recall management system.

Fiscal Year	2013
Table 2.4.1.62	
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer in the aggregate.	(10%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: sedan.	(2%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: truck (pick-up and SUV).	(16%)

Objective: Reduce the percentage of incidents and accidents annually through driver behavior assessment, training, motor vehicle record checks, 2.4.1.63 and policy compliance activities.

Fiscal Year	2013
Table 2.4.1.63	
Reduce the percentage of incidents and accidents annually through driver training, motor vehicle record checks, and policy compliance activities.	(10%)

Vendor Response:

- Goal: Achieve significant programmatic savings by effectively managing the consolidation, utilization, and total cost of ownership (TCO) of the fleet: 2.4.2
 - Objective: Demonstrate recent experience (within the past 5 years) providing and implementing fleet management programs and services for 2.4.2.1 governmental entities.
 - Objective: Demonstrate experience successfully implementing (no action resulting in debarment by a governmental entity) in at least three separate 2.4.2.2. and distinct instances in governmental entity fleets with 10,000 or more lightduty vehicles.
 - Objective: Increase the percentages of vehicles that are centrally managed 2.4.2.3 by the FMO through the use of automation.

Fiscal Year	2013
Table 2.4.2.3	
ncrease the percentages of vehicles that are centrally managed by FMO in the	17%
aggregate. Increase the percentages of vehicles that are centrally managed by FMO for the	19%
following vehicle class: sedan. Increase the percentages of vehicles that are centrally managed by FMO for the following vehicle class: truck (pick-up and SUV).	27%

2.4.2.4 Objective: Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually.

Fiscal Year	2013
Table 2.4.2.4	7
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually in the aggregate.	(90%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: sedan.	(91%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: truck (pick-up and SUV).	(84%)

Objective: Achieve a government sector (GS) total cost of ownership (TCO) in cents-per-mile that is lower than the private sector (PS) TCO for the same vehicle classes. Baseline TCO is derived using Edmonds.com.

Fiscal Year	2013
Table 2.4.2.5	
TCO (PS/GS) in cents-per-mile (CPM) in the aggregate. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using	PS \$.55 GS \$.42
Edmonds.com. Using Edmonds.com, TCO (PS/GS) in cents-per-mile (CPM) for the following vehicle class: sedan. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is	PS \$.65 GS \$.37

computed on 15,000 annual miles using Edmonds.com.	
TCO (PS/GS) in cents-per-mile (CPM) for the following vehicle class: truck (pick-up and SUV). TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS \$.51 GS \$.50

2.4.2.6 Objective: Achieve programmatic savings equal to or greater than the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges.

Fiscal Year	2013
Table 2.4.2.6 Achieve programmatic savings equal to or greater than to the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges. Programmatic savings include controlled authorizations, centralized purchase order management, national account savings, reduced indemnification expenditures, net time value savings for lease vehicles, fuel loss control rates,	10:1

Vendor Response:

- 2.4.3 Goal: Improve compliance with the U.S. Energy Policy Act (EPAct 1992) available at http://www1.eere.energy.gov/femp/regulations/epact1992.html while reducing greenhouse gas (GHG) emissions and supporting the West Virginia Green Fleet Initiatives available at http://www.fleet.wv.gov/green/Pages/default.aspx.
 - 2.4.3.1 Objective: Improve the percentage of alternative fuel capable vehicles purchased or leased by the state through specification development, statewide contracts, and leasing agreements.

Fiscal Year	2013
Table 2.4.3.1	
Improve the percentage of alternative fuel capable vehicles purchased.	64%

2.4.3.2 Objective: Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems.

Fiscal Year	2013
Table 2.4.3.2	

Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems. (8%)

Vendor Response:

Attachment B: Mandatory Specification Checklist

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

- 2.5.1 Provide, manage, and integrate information system support for real-time, transactional data capture/retrieval and data warehousing between the Vendor and the FMO. Vendor data warehousing must be secure, on-shore, with redundant continuation of operations capability.
- 2.5.2 Provide, manage, and integrate browser client-server vehicle-leasing services application and leasing services including selector list development based on FMO criteria; replacement methodology development for leased vehicles being replaced with leased vehicles; and lease vehicle services.
- 2.5.3 Provide, manage, and integrate a browser client-server maintenance management and repair application that provides real-time, line item visibility of 3PL maintenance and repair vendor outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) by the Vendor which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings to the State.
- 2.5.4 Integrate and manage the state's fuel-only credit card program; and provide a browser client-server application to ensure fuel expenditures are appropriate; vehicle performance trends are satisfactory; and Vendor-to-agency monthly billings are accurate.
- 2.5.5 Provide, manage, and integrate a browser client-server centralized account management and business intelligence services application to create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organizations (chart of accounts) for centralized and decentralized viewing, reporting, and administration as designated by the FMO. Vendor application must provide dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or the application itself can be adjusted by the FMO or hierarchical designees.
- 2.5.6 Provide, manage, and integrate centralized billing services in which the Vendor pays downstream service providers in full based on Vendor/3PL negotiated pricing agreements for invoiced products or services provided and then subsequently bills state agencies according to an FMO provided chart of accounts (decentralized). Short-paying or penalizing independent downstream service providers (accounts payable) that do not have a Vendor/3PL negotiated pricing agreement creates an unfavorable perception of the State as an end user, creates inflated billing practices by the 3PL to recover the short-payment, is prohibited, and will result in contract termination.
- 2.5.7 Provide, manage, and integrate a browser client-server application and institute agency-tailored garage management systems at multiple locations and within multiple agencies.
- 2.5.8 Provide, manage, and integrate a browser client-server (online) driver behavior assessment and training application to identify unsafe driver behavior and provide opportunities for refresher and remedial training to mitigate unsafe driver behaviors.

Online courses delivered through the State Learning Management System must be provided in a SCORM compliant format.

- 2.5.9 Provide, manage, and integrate a browser client-server accident management application to ensure timely accident reporting and to identify drivers who may require additional training, driver behavior assessment, and electronic monitoring.
- 2.5.10 Provide, manage, and integrate a browser client-server vehicle control application through the use of motor vehicle record (MVR) checks and FMO-designated policy compliance programs for authorized drivers and vehicles owned, leased, or operated by the State of West Virginia. MVR checks must comply with Division of Motor Vehicle policies and procedures for the driver license issuing state.
- 2.5.11 Provide, manage, and integrate a browser client-server fringe benefit application which is driver and agency interactive and produces official vehicle trip logs to document vehicle use; produces IRS Bulletin 15-B compliant fringe reports with imputed values (if appropriate) based on current IRS valuation rules; and ensures that drivers and agencies are meeting IRS monthly, quarterly, and annual reporting requirements. The fringe benefit application must capable of integration with 3PL telematic and vehicle reservation benefit application must capable of integration with 3PL telematic and vehicle reservation equipment (GPS Insight, Green Road, Network Fleet, DriveCam, TeleNav, Inthinc, Telogis, Zonar, Agile Access Control, or equivalents).

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)	(Contact Phone/Fax Number)
(Representative Name, Title)	(Date)

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked. Costs quoted by the Vendor must be fixed-costs based on unit, device, vehicle, software license, driver, product, service, etc.

Instructions:

Column (a) - Product/Service: Do not alter.

Column (b) - Vendor: Fill in Vendor name.

Column (c) - Estimated Requirement: Do not alter.

Column (d) - Monthly Cost: Fill in cost (per vehicle, location, etc.).

Column (e) - Total Monthly Cost: Multiply the number in the Estimated Requirement column by the number in the Monthly Cost column and enter the total cost.

Column (f) - Per Occurrence Estimated Requirement: Do not alter.

Column (g) - Per Occurrence Cost: Fill in cost (per vehicle for non-monthly plan use).

Column (h) - Total Per Occurrence Cost: Multiply the number in the Per Occurrence Estimated Requirement column (f) by the number in the Per Occurrence Cost column (g) and enter the total cost.

Product or Service	Vendor	Estimated Requirement (vehicle or location)	Monthly Cost (per vehicle or location)	Total Monthly Cost	Per Occurrence Estimated Requirement (per vehicle for non- monthly plan	Per Occurrence Cost (per vehicle for non- monthly plan use)	Total Per Occurrence Cost (per vehicle for non- monthly plan use)
	(1-)	(c)	(d)	(e)	use) (f)	(g)	(h)
(a)	(b)	(0)				W12412	anner Avella Valladi
					(1) 等。 图4 (2) 第 图	我。是 "传递"。 位语是 "大	
Vendor Example		100	\$3.95	\$395.00	50	\$5.00	\$250.00
Calculation Information system		6500	\$0.00	\$0.00	0	\$0.00	\$0.00
support Vehicle- leasing		50	\$0.00	\$0.00	0	\$0.00	\$0.00
services Maintenance mangement and repair		6500	\$0.00	\$0.00	50	\$0.00	\$0.00
application Fuel-only credit card program management and		6500	\$0.00	\$0.00	. 0	\$0.00	\$0.00
integration Centralized account		6500	\$0.00	\$0.0	0	\$0.0	\$0.0

Department of Admin	istration, i	-leet Managome					
management services							
integration Centralized billing		6500	\$0.00	\$0.00	0	\$0.00	\$0.00
Services Garage management		20	\$0.00	\$0.00	0	\$0.00	\$0.00
systems Driver behavior		6500	\$0.00	\$0.00	50	\$0.00	\$0.00
assessment and training		0500	\$0.00	\$0.00	50	\$0.00	\$0.00
Accident management Vehicle		6500 6500	\$0.00	\$0.00	50	\$0.00	\$0.00
control		6500	\$0.00	\$0.00	50	\$0.00	\$0.00
Fringe benefit		0300	Total	\$0.00		Total	\$0.00

Cost Proposal Bid Sheet

			c i i oposai				
Product /Services	Vendor	Estimated Requirement (vehicle or location)	Monthly Cost (per vehicle or location)	Total Monthly Cost	Per Occurrence Estimated Requirement (per vehicle for non- monthly plan use)		Total Per Occurrence Cost (<u>per</u> vehicle for non-monthly plan use)
а	b	С	d	е	f	g	h
				deficient			
Vendor		使物理 经分价的债券		FIGURE LANGE			
Example Calculation		100	\$3.95	\$395.00	50	\$5.00	\$250.00
Information system support		6500			0		
Vehicle-leasing services	and the second	50			0		
Maintenance mangement and repair application	fig. 20 pm (2) to a	6500			50		
Fuel-only credit card program management and integration		6500			0		
Centralized account management services integration		6500			0		
Centralized billing services		6500			0		
Garage management systems	Karata Kabasan K	20			0		
Driver behavior assessment and training		6500			50		
Accident management		6500			50		
Vehicle control	national designations	6500			50		
Fringe benefit	Transport, Larger	6500			50		
			Total			Total	

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked. Costs quoted by the Vendor must be fixed-costs based on unit, device, vehicle, software license, driver, product, service, etc.

Instructions:

Column (a) - Product/Service: Do not alter.

Column (b) - Vendor: Fill in Vendor name.

Column (c) - Estimated Requirement: Do not alter.

Column (d) - Monthly Cost: Fill in cost (per vehicle, location, etc.).

Column (e) - Total Monthly Cost: Multiply the number in the Estimated Requirement column by the number in the Monthly Cost column and enter the total cost.

Column (f) - Per Occurrence Estimated Requirement: Do not alter.

Column (g) - Per Occurrence Cost: Fill in cost (per vehicle for non-monthly plan use).

Column (h) - Total Per Occurrence Cost: Multiply the number in the Per Occurrence Estimated Requirement column (f) by the number in the Per Occurrence Cost column (g) and enter the total cost.

It is strongly preferred that vendors type cost sheets.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor pre Bidder is an individual resident vendor and has residen	ference for the reason checked: d continuously in West Virginia for four (4) years immediately preced-
	business continuously in West Virginia for four (4) yes ownership interest of Bidder is held by another individ maintained its headquarters or principal place of bu	dent vendor and has maintained its headquarters or principal place of ars immediately preceding the date of this certification; or 80% of the ual, partnership, association or corporation resident vendor who has siness continuously in West Virginia for four (4) years immediately
	and which has maintained its headquarters or princip years immediately preceding the date of this certifica	
2.	working on the project being bid are residents of Wes immediately preceding submission of this bid; or,	t Virginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headquart minimum of one hundred state residents who certific employees or Bidder's affiliate's or subsidiary's employees or the two years immediately preceding the subsidiary of the subsidiary which maintains its headquart minimum of the subsidiary which will be subsidiary and the subsidiary which will be subsidiary and the subsidiary which will be subsidiary as the subsidiary which will be subsidiary as the subsidiary which will be subsidiary wi	ers or principal place of business within West Virginia employing a less that, during the life of the contract, on average at least 75% of the ployees are residents of West Virginia who have resided in the state g submission of this bid; or,
4.	Application is made for 5% resident vendor pref Bidder meets either the requirement of both subdivis	erence for the reason checked: ions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor por Bidder is an individual resident vendor who is a veteral and has resided in West Virginia continuously for submitted; or,	reference who is a veteran for the reason checked: n of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is
6.	Bidder is a resident vendor who is a veteran of the L purposes of producing or distributing the commoditie	reference who is a veteran for the reason checked: Inited States armed forces, the reserves or the National Guard, if, for is or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are tate continuously for the two immediately preceding years.
rec ag or	idder understands if the Secretary of Revenue determines quirements for such preference, the Secretary may order t gainst such Bidder in an amount not to exceed 5% of the bi deducted from any unpaid balance on the contract or purc	that a Bidder receiving preference has failed to continue to meet the he Director of Purchasing to: (a) reject the bid; or (b) assess a penalty d amount and that such penalty will be paid to the contracting agency hase order.
the de	uthorizes the Department of Revenue to disclose to the Direct e required business taxes, provided that such information eemed by the Tax Commissioner to be confidential.	any reasonably requested information to the Purchasing Division and stor of Purchasing appropriate information verifying that Bidder has paid does not contain the amounts of taxes paid nor any other information
-	nder penalty of law for false swearing (West Virginia C nd accurate in all respects; and that if a contract is is hanges during the term of the contract, Bidder will no	Code, §61-5-3), Bidder hereby certifies that this certificate is true sued to Bidder and if anything contained within this certificate of the Purchasing Division in writing immediately.
Bi	idder:	Signed:
D	ate:	Title:

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

DEO Na	FLT11919	53
RFQ No.		

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:			
Authorized Signature:		_ Date:	
State of			
County of, to-wit:			
Taken, subscribed, and sworn to before me this	lay of	, 2	20
My Commission expires	, 20		
AFFIX SEAL HERE	NOTARY PUBLIC		