



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

Request for Quotation

RFQ NUMBER
FLT12003

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (FLT12003)		
				BID OPENING DATE REMAINS: 10/27/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	EA		946-35		
				FUEL ONLY CARDS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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).

RFQ#: FLT12003**Addendum No. 2: Technical Questions and Answers**

Question 1: Regarding requirement 5.1.2, please provide guidance around the state's expectation for international card functionality, including: prompting, tax exemption, data/reporting and controls. In addition, please provide more information on which countries you are most likely to use these cards in.

Response 1: Regarding requirement 5.1.2, the state desires a fuel-only secure credit card that can be used in locations outside the contiguous United States. The international card would be issued to an agency and not associated with a specific state-owned vehicle or employee. The international card would be used rarely for fuel-only with expected expenditures of \$10,000 U.S. or less annually. The state does not require level-3 (or equivalent) transactional detail, but does require monetary conversion and agency-level billing in U.S. dollars. The state does not require pre-transactional personal identification number (PIN) authorization or vehicle odometer entry for international cards. The state does not require tax exemption processing for international fuel-only secure credit cards. The state does require data integration between the awarded vendor and the state's current and future fleet management program vendor. The state does not require point of sale (POS) level-3 transactional reporting or automated controls (type of fuel, fuel volume, transactional quantity, daily expenditure, etc.) for international cards.

The international fuel-only secure credit card is expected to be used in European Union (EU) countries. The state will coordinate use and availability of use by travel-itinerary locations with the Vendor in advance of any international travel.

Question 2: The RFQ states that purchasing card acceptance is required as a condition of award. Paying for a credit card bill with another credit card is not a widely accepted practice in the banking industry as it is viewed as transference of debt. This requirement also impacts the state's ability to capture savings through volume rebates. Will the state consider either removing this requirement or making it optional as it relates to this RFQ?

Response 2: The State of West Virginia currently utilizes a Visa purchasing card program which is issued through a bank. The successful vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by any state agency as a condition of award.

Question 3: Can the state provide the cost sheet to the bidders in an Excel format for submission purposes?

Response 3: An electronic version of the Cost Sheet is available to all registered vendors via the WV State Purchasing Bulletin at <http://www.state.wv.us/admin/purchase/newbul.htm>. Unregistered vendors may request a copy of the electronic document by contacting the State Buyer

listed in the original Request for Quotation (RFQ) via fax at 304-558-4115 or via Krista.s.ferrell@wv.gov. Please note that the electronic version allows only for the input of appropriate information requested by the RFQ and must be printed for inclusion in the bid response. The Purchasing Division does not accept emailed bids.

Question 4: Can the state provide Pages 9-18 in Word format for ease of response?

Response 4: The state does not make any file available to vendors in a format that may be altered to protect the integrity of state-provided specifications.

1300 hours

SIGN IN SHEET

Request for Proposal No. FLT12003

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ARI</u>	<u>6000 Fairview Rd</u>	PHONE <u>704-556-2630</u>
Rep: <u>Heather Odean</u>	<u>Suite 537</u>	TOLL FREE <u>800 756-1500</u>
Email Address: <u>haodean@arifleet.com</u>	<u>Charlotte, NC 28210</u>	FAX <u>704-556-2629</u>
Company: <u>Petroleum Products Inc. (Maximum)</u>	<u>500 River East Dr.</u>	PHONE <u>304-993-0518</u>
Rep: <u>Amanda Schwartz</u>	<u>Belle, WV 25015</u>	TOLL FREE <u>304-204-1700</u>
Email Address: <u>aschwartz@maxumpetroleum.com</u>		FAX <u>304-920-3009</u>
Company: <u>Wright Express</u>	<u>9119 19th Dr NW</u>	PHONE <u>941-761-0000</u>
Rep: <u>Sharon Linnane</u>	<u>Bradenton, FL 34209</u>	TOLL FREE
Email Address: <u>Sharon_Linnane@wrightexpress.com</u>		FAX <u>207-791-1614</u>
Company: <u>ExxonMobil Fleet Services</u>	<u>Attn: Quote Department</u>	PHONE <u>410 494-1808</u>
Rep: <u>Chuck Shettle</u>	<u>PO Box 639</u>	TOLL FREE <u>866-562 2140</u>
Email Address: <u>chuck-shettle@wrightexpress.com</u>	<u>Portland, Maine 04104</u>	FAX <u>410 494 1809</u>
Company: <u>Nothing follows. 10072011</u>		PHONE
Rep:		TOLL FREE
Email Address:		FAX


 Clay Chandler, CPFP, MBA
 Executive Director, DOA Fleet Mgt. Office