



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
FLT12006

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
12/14/2011				

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
<p>AUTOMATIC VEHICLE LOCATION DEVICES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH AUTOMATIC VEHICLE LOCATION DEVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JANUARY 06, 2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS 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 DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS 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.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS JANUARY 12, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RF SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE</p>						

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CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

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				SIGNATURE	
				COMPANY	
				DATE	
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: 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.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: FLT12006</p> <p>BID OPENING DATE: 01/26/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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***** THIS IS THE END OF RFQ FLT12006 ***** TOTAL:						_____

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**REQUEST FOR QUOTATION
AUTOMATIC VEHICLE LOCATION (AVL) DEVICES AND SERVICES
PURCHASE - FLT12006**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Fleet Management Office, hereinafter referred to as "FMO", to establish a contract to purchase automatic vehicle location (AVL) devices, data transmission services, accessories, and ancillary equipment for use on state vehicles owned, leased, rented, operated, managed or administered by FMO. **This contract will not be used to purchase cell phones or cell phone accessories.**

1.0 MANDATORY PRE-BID CONFERENCE

- 1.1 A mandatory pre-bid conference shall be conducted on January 6, 2012 at 1:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston, West Virginia 25305.

2.0 PURPOSE

- 2.1 The purpose of this RFQ is to request bids from responsible vendors with the intent to award a purchase contract to provide automatic vehicle location devices, data transmission services, accessories, and ancillary equipment for use on State vehicles or by state employees. These automatic vehicle location devices and data transmission services shall include the logging and retention of data; wireless transmission of data; and supporting browser client-server application services. Automatic vehicle location devices, ancillary equipment, accessories, and installation services are included, as well as related maintenance, support services, and data transmission service plans. AVL devices shall include devices that are OBD-II and SAE J-1708/J-1939 schema compliant and are CDMA or GPRS data transmission capable. Optional service may include the use of the device as a Wi-Fi enabler (hot spot) for other Wi-Fi capable devices, e.g., GPS device, notebook/notepad/laptop computer, etc. to access the internet or other related data transmission services.
- 2.2. The State presently utilizes approximately 500 AVL devices and approximately 1,200 data devices (Blackberries, Treos, I-Phone, I-Pad, and similar data devices). FMO plans to increase the number of AVL-equipped vehicles by 1,000 vehicles or more over the standard life of the contract (subject to appropriation).

3.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency": Any entity seeking goods/services under this "Contract".

- B. "Ancillary equipment": Ancillary equipment includes devices or components that are interoperable with AVL devices or support AVL browser client-server application and provide an audible or visual signal to the vehicle driver, e.g., Tom-Tom, Garmin (or equivalent) GPS devices with turn-by-turn directions; Green Road (or equivalent) with red, amber, green light and audible beep or voice reminders (accelerometer and gyroscopic alerts, etc.); DriveCam (or equivalent) forward and rearward facing video capture; radio frequency identification devices, e.g., Inverse, Fuel Master, Zonar (or equivalents) to record vehicle utilization, fuel use, and compliance with Federal inspection standards.
- C. "Basic equipment with diagnostics": Basic equipment with engine diagnostic capabilities are powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- D. "Basic equipment without diagnostics": Basic equipment without engine diagnostics are powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- E. "Asset tracker": A telematic device that that can be self-powered or powered by a vehicle or ancillary equipment; has no diagnostic capability; can be permanently affixed to an asset, temporarily affixed, or hand-carried; and can be a data logger (see "Data logger" below).
- F. "Automatic vehicle location device": Automatic vehicle location devices (also referred to as telematic devices) are used to log data about a vehicle, asset, or employee and transfer information as data over a distance without the use of enhanced electrical conductors or wires.
- G. "Contract": the binding agreement that is entered into between the State of West Virginia and Vendor(s) to provide the services as herein specified.
- H. "CDMA" or Code Division Multiple Access: A competing cell phone service technology to GSM, which is the world's most widely used cell phone standard.
- I. "Data logger": Any device capable of storing data during periods of intermittent or no data service availability and later transmitting that data when data service is restored to a hub, host, or browser client-server AVL application.
- J. "Data Roaming": Data roaming will apply only when the user is outside of the "home area/local data transmission footprint". Roaming is defined as the area

beyond the bordering counties in adjoining states within the continental United States.

- K. "DSP": Data transmission service plan
- L. "ECU": Engine Control Unit
- M. "GPS": Global Positioning System
- N. "GPSR": Global Positioning System Receiver
- O. "Home area/local data transmission footprint": Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local data transmission footprint, for all services related to this RFQ.
- P. "J-1708/J-1939": The standard schema used for serial communications between ECUs on heavy-duty vehicles and also between a computer and the vehicle.
- Q. "Mandatory Requirements": 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. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- R. "Manufacturer": the company who produces the equipment.
- S. "OBD-II": On-board Diagnostic vehicle computer. The OBD-II specification provides for a standardized hardware interface—the female 16-pin (2x8) J1962 connector.
- T. "Ping rate": The intervals or frequency of data transmission by the AVL device during a 60-minute period.
- U. "Roaming Cost": Charges that apply only when the user is outside of the "home area/local data transmission footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.
- V. "SAE": Society of Automotive Engineers
- W. "Sets/kits/outfits": Additional hardware, adapters, or manufacturer-specific tools necessary to install AVL device or ancillary equipment.
- X. "Vendor(s)": The successful bidder(s). Section 7.0, provides additional detail on multiple award procedures.

4.0 SCOPE OF WORK

- 4.1 The Vendor(s) will provide a basic device package for purchase by the State. The equipment package shall include a state-selected device (asset tracker,

employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics), mounting sets/kits/outfits (based on selection), external antenna (based on selection), ancillary equipment (based on selection), battery for asset and employee tracker selection, AC and car adapter/charger for asset and employee tracker selection, device installation (if appropriate), and user manual.

- 4.2 Basic equipment with engine diagnostic capabilities shall be powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- 4.3 Basic equipment without engine diagnostics will be powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- 4.4 Vendor(s) shall provide the following services at no additional cost.
 - 4.4.1 For data loggers with engine diagnostics: Browser client-server application for real-time reporting of device location, stop-detail, speed, fuel economy or use, odometer, vehicle inspection compliance (RFID equipped vehicle) and engine diagnostic codes. Additional functionality to modify organizational hierarchy/device/driver, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.
 - 4.4.2 For data loggers without engine diagnostics: Browser client-server application for real-time reporting of device location, vehicle inspection compliance (RFID equipped vehicle) and stop-detail. Additional functionality to modify organizational hierarchy/device/employee, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.
 - 4.4.3 No roaming charges or fees for data transmission service plans within West Virginia and the bordering counties of adjoining states.
 - 4.4.4 Upgrades or downgrades to service plans by FMO as needed, with no limits.

- 4.4.5 Cancellation of service at the end of the regular billing cycle without early termination fees.
- 4.5 Vendor(s) shall activate service on new devices when shipped.
- 4.6 Vendor(s) must provide one or more of the following items. Cost must be identified on the Cost Proposal Bid Sheet.
 - 4.6.1 Asset tracking device without panic feature
 - 4.6.2 Asset tracking device with panic feature
 - 4.6.3 Employee tracking device (key fob) with panic feature
 - 4.6.4 Data logger with engine diagnostics
 - 4.6.5 Data logger without engine diagnostics
 - 4.6.6 Data logger with visual/audible driver alerts and engine diagnostics
 - 4.6.7 Data logger with visual/audible driver alerts and without engine diagnostics
 - 4.6.8 Data logger with video capture and engine diagnostics
 - 4.6.9 Data logger with video capture and without engine diagnostics
 - 4.6.10 Ancillary equipment (GPS device with visual/audible turn-by-turn capability; driver behavior monitoring device; RFID vehicle inspection device; all with unlimited data transmission service plans which may be separate from or included with AVL device data transmission service plans).
 - 4.6.11 Statewide AVL device data transmission service plans will be based on device "ping" rate.
 - 4.6.12 Browser client-server application that can be used to pinpoint the location of an AVL device, provide real-time reporting, modify organizational hierarchy/device/employee, use dynamic application filtering, and ad-hoc reporting interface including breadcrumb, geofence, landmark, odd-hours, inspection compliance (RFID equipped vehicle) etc.
- 4.7 The successful Vendor(s) shall be available to communicate with the Fleet Management Office on regular basis (monthly or quarterly, at FMO's discretion) to discuss the utilization of this contract and any relevant issues.
- 4.8 Application Security:

The Vendor(s)' browser client-server application must provide the ability to provide user authentication, strong passwords, action selection for a maximum number of failed logon attempts, application lock, an inactivity timeout, and certificate delivery.

5.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

5.1 Ordering:

5.1.1 The Vendor(s) shall provide activation of new service at no additional charge.

5.1.2 Devices must be signed for at delivery by FMO.

5.2 Service:

5.2.1 The FMO plans to enter into device purchase agreements for an indefinite quantity of automatic vehicle location devices in the various device categories outlined in this RFQ.

5.2.2 The FMO will furnish written orders for devices to be purchased, specifying make, model, and installation requirements including any required modification or upfitting (manufacturer or third party).

5.2.3 The State of West Virginia is not subject to sales tax, usage tax, or personal property tax.

5.2.4 The FMO shall not cause any lien to be attached to any device without the prior written consent of the Vendor. Authority to sign device purchase agreements on behalf of the FMO rests with the Executive Director, FMO and DOA Fleet Manager.

5.2.5 The FMO shall notify the Vendor, in writing, of any change in name, address, ownership or control of the FMO. Such notification to be supplied to the Vendor within fifteen (15) days of such change.

5.3 Support:

5.3.1 Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer technical questions.

5.4 Reporting:

5.4.1 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the FMO. There shall not be any additional charge or commitment for moving a device into a more appropriate data transmission service plan (greater or lesser ping rate per hour). Optimization recommendations must be communicated through a quarterly report. The FMO will use this information for

evaluating AVL and ancillary equipment usage, as provided by the Vendor(s).

- 5.4.2 Vendor(s) shall provide to the FMO an additional monthly report that shows total bytes of usage by AVL device or ancillary equipment serial number, in addition to billing the vehicle using agencies.

5.5 Billing

- 5.5.1 FMO shall have the ability to change data service plans on a particular AVL device at the end of the regular billing cycle without any fee or charge.

- 5.5.2 It will be the responsibility of the successful Vendor(s) to bill the individual spending units based on individual AVL and ancillary equipment requirements. Options may include:

5.5.2.1 A separate bill per device requested

5.5.2.2 Aggregate billing by agency geographic location

5.5.2.3 Aggregate billing for the spending unit

- 5.5.3 This billing shall be provided in a pre-approved format, as agreed upon by both the Vendor(s) and the FMO. These bills will be delivered to the spending unit on a pre-arranged delivery date, mutually agreed upon by the FMO and the Vendor(s). Billing at a minimum should detail, for each AVL device or ancillary equipment on that bill, the following:

5.5.3.1 Vehicle number (last six-digits of VIN) or complete VIN (seventeen alpha/numeric characters)

5.5.3.2 Device Number

5.5.3.3 Office (landline) Number

5.5.3.4 Supervisor's Name

5.5.3.5 Supervisor's Office (landline) Number

5.5.3.6 Department

5.5.3.7 Agency Name

5.5.3.8 Unit Name

5.5.3.9 Organization Number

- 5.5.3.10 Bill to address
- 5.5.3.11 Data transmission service plan level
- 5.5.3.12 Cost of data transmission
- 5.5.3.13 Overage charges, if applicable
- 5.5.3.14 Fees
- 5.5.4 Vendor(s) shall work directly with spending units to resolve billing issues.
- 5.5.5 The State will not pay activation fees, disconnection fees, early termination fees, or roaming fees (within the designated "home area"), as part of this contract.
- 5.5.6 Vendor(s) must include, per AVL device or ancillary equipment number and/or IP address, and all fees (USF, Administrative Fees, etc.). The State cannot pay any tax, fee, or surcharge that is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

6.0 PROPOSAL FORMAT

The bid format should be as follows:

6.1. Cost Proposal Bid Sheet

- 6.1.1 The Vendor is required to quote a fixed price fee for all required products and services contained in Section 4.0. Specifically, per-device and fixed price per-ping rate or data transmission service plan charges. If no fee will be imposed on the State, the Vendor must indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal Bid Sheet.
- 6.1.2 Rebates, incentives, discounts, and reporting frequency must be identified using the unit of measures provided on the Cost Proposal Bid Sheet (dollars, percentage, time period, transaction type, etc.).
- 6.1.3 No separate reimbursement will be made to the Vendor(s) for travel, or any other expense or service.

7.0 AWARD

- 7.1 The State reserves the right to award to one Vendor or to split the award to multiple Vendors based on the lowest cost per item.
- 7.2 The Vendor(s) are solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services

offered and products to be delivered under the terms of this contract. The State shall consider the Vendor(s) to be the sole point of contact with regard to all contractual matters. The Vendor(s) may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor(s) are totally responsible for the payment of all subcontractors.

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 preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. FLT12006

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 ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____