



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
01/24/2012				

BID OPENING DATE: 02/09/2012 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 ANSWERS TO TECHNICAL QUESTIONS INADVERTENTLY OMITTED IN ADDENDUM NO. 1 AND		
				2.) EXTEND THE BID OPENING DATE		
				BID OPENING DATE IS EXTENDED TO: 02/09/2012		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001		EA		550-91		
	1			AUTOMATIC VEHICLE LOCATION DEVICES		
				***** THIS IS THE END OF RFQ FLT12006 ***** TOTAL:		

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.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).

Automatic Vehicle Location Devices

RFQ FLT12006

Question 1: 4.1 Is video capture a requirement?

Response1: The State intends to award to each equipment category identified in the RFQ. There are two equipment categories that specify video capture (data logger without engine diagnostics and video capture and data logger with engine diagnostics and video capture).

Question 2: 4.3 Is a self-contained battery option mandatory or just an option if not hard wired?

Response2: A self-contained battery option is required if the equipment is not directly powered by the vehicle (hard wired) or cannot be powered through the use of a car charger.

Question 3: 4.4.4 Is this statement referring to standard software upgrades or additional components with new features being added at no charge? Or is this referring to the monthly service plan for the data usage?

Response3: Data service plan.

Question 4: 4.6.10 Does the navigation need to be on a device supplied by us or can it be on a device the driver might already have such as a handset or tablet?

Response 4: Navigation may be on a device the driver might already have, e.g., Garmin (or equivalent).

Question 5: 5.5.2.1 Does the State want a separate invoice for each device or a separate invoice for each department?

Response5: The Vendor is responsible to meet the billing requirements identified in Section 5.5.2.1., i.e., (device, geographic location (division/office), and spending unit).

Question 6: Can a response to the RFQ incorporate equipment/services that the responding vendor has with a partner?

Response 6: Yes, however, vendors may not submit joint bids. Vendor submitting bid assumes all contractual obligations and is responsible for the work performed by a partner or subcontractor.

Question 7: Please explain the difference between a RFQ and RFP.

Response 7:

Request for Quotation (RFQ) - A document, containing the specifications or scope of work and all contractual terms and conditions that is used to solicit written bids. Conformity to specifications and price are the only factors used in the evaluation process. The Purchasing Division's RFQ form is a *WV-17*, with the agency (delegated purchasing) equivalent being a *WV-43* form. Award is made to the lowest

responsible bidder or bidders, as defined in the specifications, meeting all mandatory requirements of said specifications.

Request for Proposals (RFP) - A Best Value Procurement tool used to acquire professional and other services where the scope of work may not be well defined and cost is not the sole factor in determining the award. All criteria by which the bidders will be evaluated must be contained within the bid document. Award is made to the vendor meeting all mandatory specifications and obtaining the highest combined score of technical and cost proposals.

Question 8: Please clarify what you mean by Ancillary Equipment Battery. Is this for Garmin type devices or for standalone battery powered devices for trailer, equipment, etc.?

Response 8: A self-contained battery option is required if the equipment is not powered directly by the vehicle (hard wired) or cannot be powered through the use of a car charger. This requirement applies to all types of devices.

Question 9: On your pricing sheet would you be willing to add a column for different carriers' monthly fees?

Response 9: No.

Question 10: Is this service going to be integrated with and/or interface with other maintenance management and accident management services?

Response 10: Yes.

Question 11: Are you going to require administrative support, custom reports, and consultation?

Response 11: Yes as outlined in the RFQ.