



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
FLT12009

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
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-37		
VEHICLE RESERVATION/INTEGRATED KEY CONTROL SYSTEM REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR THE PROCUREMENT, MAINTENANCE, AND SUPPORT OF A SECURE, VEHICLE RESERVATION AND INTEGRATED KEY CONTROL SYSTEM PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID WILL BE HELD ON NOVEMBER 14, 2011 AT 2:00 PM EST AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET EAST IN CHARLESTON, WV. 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. 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						

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).



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
FLT12009

PAGE
2

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
10/31/2011				
BID OPENING DATE: 12/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY 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. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/18/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION 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 A FORMAL WRITTEN ADENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITH THE EXPRESS CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT</p>						

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'



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
FLT12009

PAGE
3

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
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p>						

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'



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
FLT12009

PAGE
4

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 10/31/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
			 SIGNATURE		
			 COMPANY		
			 DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
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.						
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.						
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						

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'



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
FLT12009

PAGE
5

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
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

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'



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
FLT12009

PAGE
6

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
10/31/2011				
BID OPENING DATE: 12/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>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 EXTEN 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> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC 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>						

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'



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
FLT12009

PAGE
7

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
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: KRISTA FERRELL-FILE 21		
				RFQ. NO.: FLT12009		
				BID OPENING DATE: 12/01/2011		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

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'



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
FLT12009

PAGE
8

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

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

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
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ FLT12009 ***** 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'

REQUEST FOR QUOTATION
FLEET MANAGEMENT OFFICE
VEHICLE RESERVATION AND INTEGRATED KEY CONTROL SYSTEM (FLT12009)

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Administration, Fleet Management Office, hereinafter referred to as "FMO", to establish a contract for the procurement, maintenance, and support of a secure, vehicle reservation and integrated key control system, also referred to as a "centralized motor pool program."

1.0 PURPOSE

- 1.1 The State of West Virginia currently has approximately 1,000 vehicles and 1,000 special purpose vehicles or ancillary equipment units that are shared-use with some being garaged in centralized locations or motor pools. FMO intends to purchase a hosted browser client-server, secure, vehicle reservation and integrated key control system to verify proper vehicle utilization across asset management categories or procurement classification codes; improve vehicle utilization rates; and increase loss control and prevention measures.
- 1.2 For the purpose of this RFQ, vehicles and ancillary equipment includes capital assets that are owned, leased, rented, operated, maintained, managed, or administered (WV Code §5A-3-48 through 5A-3-53) by the FMO.

2.0 MANDATORY PRE-BID CONFERENCE

- 2.1 A mandatory pre-bid conference shall be conducted on November 14, 2011 at 2:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston West Virginia 25305.

3.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency" – Any entity seeking goods and services under this "Contract."
- B. "Mandatory Requirements" – Any specification or statement containing the word "must", "shall", "will", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirement 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 disqualification of the bid.
- C. "Manufacturer" – The Company which produces the secure credit card.
- D. "Vendor" – The successful bidder.

4.0 SCOPE OF WORK

4.1 Background:

- 4.1.1 The State of West Virginia currently has a distributed base of state-owned, leased, rented, operated, maintained, managed, or administered vehicles, special purpose vehicles, and ancillary equipment located throughout the state.
- 4.1.2 The State of West Virginia has an automated fleet management program for billing processes, lifecycle repair and maintenance reporting, and vehicle odometer reporting all of which is considered "mission essential" processes in meeting the state's statutory fleet management requirements provided by Automotive Rentals International (current vendor), which is also fully integrated with the Wright Express (current vendor) secure, fuel-only credit card program.
- 4.1.3. The FMO is required by statute to provide fleet management services to all state agencies. Fleet service includes, but is not limited to repair, maintenance, storage, utilization oversight, asset management, and fuel management for vehicles owned or operated by the State of West Virginia.
- 4.1.4 The vehicles or equipment, some of which may have multiple drivers or operators may be operated without dispatch for extended periods of time.
- 4.1.5. The vehicles or equipment units described in this RFQ are generally: state-rented, leased, owned, operated, maintained, managed, or administered sedans, pickup trucks, vans, sport utility vehicles (passenger vehicles).;
- 4.1.6 Balances are paid in full monthly.
- 4.1.7 The State's standard payment terms are Net 30.
- 4.1.8 The State encourages and can accept discounts offered by the vendor.
- 4.1.9 The State is exempt from Federal Excise Tax and State taxes.
- 4.1.10 The state intends for historical data to be maintained and subsequently transferred electronically in the event of a vendor change.

4.2 The following products and services are mandatory requirements:

4.2.1 Hardware:

- 4.2.1.1 Number of key control storage devices by motor pool (MP) size:

1 – 20 vehicles	1
21 – 50 vehicles	1
51 – 100 vehicles	1

4.2.1.2 Number of outside-use key control storage device enclosures by MP size:

1 – 20 vehicles	1
21 – 50 vehicles	1
51 – 100 vehicles	1

4.2.1.3 Number of inside-use reservation kiosks with integrated pedestal, touchscreen monitor, and printer by motor pool size:

1 – 20 vehicles	2
21 – 50 vehicles	2
51 – 100 vehicles	3

4.2.1.4 Number of secure key rings or radio frequency identification (RFID) key fobs by motor pool size:

1 – 20 vehicles	25
21 – 50 vehicles	60
51 – 100 vehicles	125

4.2.1.5 Number of in-vehicle RFID or magnetometer scanner for vehicle access by motor pool size:

1 – 20 vehicles	25
21 – 50 vehicles	60
51 – 100 vehicles	125

4.2.1.6 Alternate power supply for each secure, key control storage devices ensuring four hours of uninterrupted service during power outages.

4.2.2 Software: A vendor-hosted browser client-server application must provide the following functionality.

4.2.2.1 Application Administration:

4.2.2.1.1 FMO designated user roles, i.e., user, system administrator, etc. that can be assigned to an unlimited number of users from within the application.

4.2.2.1.2 FMO designated system administrators will be granted roles or permissions within the application

to set user rights, add new user accounts, modify existing accounts, and delete user accounts for their organization and from within the application.

- 4.2.2.1.3 Enforce FMO or organization established priorities including change of vehicle or driver at the time vehicle reservation requests are submitted or when the vehicle is scheduled for pick up.
 - 4.2.2.1.4 Automatically provide vehicle utilization optimization during the vehicle assignment process.
 - 4.2.2.1.5 Promote sharing vehicles by carpooling in order to limit the vehicle miles.
 - 4.2.2.1.6 Adjust vehicle utilization optimization parameters manually.
 - 4.2.2.1.7 View vehicle utilization calendar by the hour or by the day.
 - 4.2.2.1.8 From the vehicle utilization calendar, allow FMO or system administrator to make a vehicle reservation by clicking on an available time and date while invoking a reservation form.
 - 4.2.2.1.9 From the utilization calendar, allow FMO or system administrator to move reservations between vehicles.
 - 4.2.2.1.10 From the utilization calendar, allow FMO or system administrator to hover over a reservation to view more detailed information about a specific reservation.
 - 4.2.2.1.11 From the utilization calendar, allow FMO or the system administrator to click on a specific reservation in order to view the entire reservation.
- 4.2.2.2 Computer Dashboard Technology:
- 4.2.2.2.1 Use dashboard display functionality (business intelligence) customizable according to user-defined data elements.
 - 4.2.2.2.2 Dashboards must consolidate motor pool activity within and across organizational hierarchies.

4.2.2.2.3 Dashboards must automatically refresh no less than every fifteen minutes.

4.2.2.3 Reservation Forms:

4.2.2.3.1 Vehicle reservation forms must be configurable according to user-defined data elements; include the ability to select or deselect data fields; and assign "required" status on selected data fields.

4.2.2.3.2 Reservation form data fields that can be defined as date fields, alphanumeric fields, numeric-only fields, drop downs, and text validation fields to ensure only validated data enters the system.

4.2.2.3.3 Forms that are customizable by motor pool location.

4.2.2.4 Data Validation:

4.2.2.4.1 The reservation system must include a data validation feature for data fields designated by FMO, e.g., organization name and billing codes.

4.2.2.4.2 Provide an interface for importing and exporting data to and from the motor pool reservation and key control system.

4.2.2.5 Reservation Intervals:

4.2.2.5.1 FMO or organizational specific starting and ending times for vehicle reservations during weekdays, weekends, and holidays.

4.2.2.5.2 Configurable time buffers between reservations to ensure vehicles are fueled, cleaned, and properly maintained before their next scheduled use.

4.2.2.5.3 Manual override by FMO or organizations of reservation time buffers.

4.2.2.6 Application Workflow:

4.2.2.6.1 Confirm whether the driver's license is expired, suspended, or not validated according to the driver's profile at the time a reservation is made for the driver and at the time of vehicle release to the driver.

- 4.2.2.6.2 User self-registration with activation approval by FMO or system administrator.
 - 4.2.2.6.3 Workflow validation to ensure organizational approval of user-generated vehicle reservations.
 - 4.2.2.6.4 Workflow flexibility in the assignment and approval of vehicle reservations:
 - 4.2.2.6.4.1 Allow users to submit "blind" reservations.
 - 4.2.2.6.4.2 Allow users to view vehicle availability prior to submitting a reservation.
 - 4.2.2.6.4.3 Allow users to pick a specific vehicle or vehicle class.
 - 4.2.2.6.4.4 Allow the application to auto-assign a vehicle, vehicle class, and auto-approve a vehicle reservation.
 - 4.2.2.6.4.5 Allow a system administrator to assign a vehicle and approve a reservation.
 - 4.2.2.6.4.6 Generate configurable confirmation e-mails automatically to the user:
 - 4.2.2.6.4.1 When a reservation request is made.
 - 4.2.2.6.4.2 When a reservation is approved.
 - 4.2.2.6.4.3 When a reservation is canceled.
 - 4.2.2.6.4.4 When a reservation is modified.
- 4.2.2.7 Application Management:
- 4.2.2.7.1 The application must provide cross-referencing:
 - 4.2.2.7.1.1. Between users, vehicles, and billing charts of accounts.

4.2.2.7.1.2 Between users, vehicles, and organizationally defined "Access Groups".

4.2.2.7.1.3 Provide multi-hierarchical reservations, e.g., a vehicle rented to a department on a long-term reservation (up to one year) and subsequently rented to its users on short-term (daily or monthly) reservations and considered two distinct reservations.

4.2.2.8 Application Reporting:

4.2.2.8.1 Capture vehicle utilization data by organizationally-defined "Usage Types".

4.2.2.8.2 Calculate, perform, and report split billing based on multiple usage types or chart of accounts during a single reservation period.

4.2.2.8.3 Define and report vehicles and users by access groups.

4.2.2.8.4 Bill both long-term and short-term reservation types using different billing algorithms or rates.

4.2.2.8.5 Capture and track all costs associated with each reservation.

4.2.2.8.6 Pre-define miscellaneous costs that can be added to a reservation upon completion of the trip.

4.2.2.8.7 Charge users for no-show reservations.

4.2.2.8.8 Provide robust reporting:

4.2.2.8.8.1 Detailing when vehicles are expected to be picked up and when they are expected to be returned.

4.2.2.8.8.2 Detailing activity of users.

4.2.2.8.8.3 Detailing late returns.

4.2.2.8.8.4 Detailing reservations.

- 4.2.2.8.8.5 Reservation summary report.
 - 4.2.2.8.8.6 Reservation billing report.
 - 4.2.2.8.8.7 Detailing available vehicles.
 - 4.2.2.8.8.7 Detailing demand versus available vehicles by date.
 - 4.2.2.8.8.8 Detailing motor pool utilization by day, site, and type of vehicle.
 - 4.2.2.8.8.9 Detailing reservation cancellations with reason codes.
 - 4.2.2.8.8.10 Detailing utilization on a vehicle-by-vehicle basis.
 - 4.2.2.8.8.11 Motor pool summary report.
 - 4.2.2.8.8.12 Driver eligibility report.
 - 4.2.2.8.8.13 Driver feedback report.
- 4.2.2.9 Multiple Reservation Processing: Batch processing of multiple reservations by FMO or designated system administrators.
- 4.2.2.10 User Announcements and Resources:
- 4.2.2.10.1 Create a browser client-server content area for FMO or system administrator announcements and hyperlinks to public content.
 - 4.2.2.10.2 Post documents for users to view or download.
 - 4.2.2.10.3 Provide an anonymous feedback mechanism regarding motor pool staff, the vehicle that was used, and the motor pool reservation and key control system.
- 4.2.2.11 Vehicle Maintenance Tracking and Management:
- 4.2.2.11.1 Integrate data reported in the fleet management program to update user-defined preventative maintenance for each vehicle or a group of vehicles.

- 4.2.2.11.2 Report of vehicle maintenance due.
- 4.2.2.11.3 Update vehicle maintenance and reset system reminders for next scheduled maintenance by:
 - 4.2.2.11.3.1 Date.
 - 4.2.2.11.3.2 Odometer.
 - 4.2.2.11.3.3 PTO Hour
 - 4.2.2.11.3.4 Report preventative vehicle maintenance activities and costs.

4.2.2.12 Instruction Manuals:

Provide manufacturer's system instruction manuals, including operational instructions in hard copy and a complete electronic copy of all the Manufacturer's system instruction manuals, including operational instructions on CD(s) or DVD(s).

4.3 Delivery

- 4.3.1 The Vendor must agree to deliver hardware on contract within five (5) business days after receipt of a viable procurement document. If the vendor believes that delivery will be longer than five (5) business days, the Vendor must contact the FMO or designee within two (2) business days after receipt of the order to discuss the reason for the delay and provide a new projected delivery date.

4.4 Acceptance

- 4.4.1 FMO will develop test scenarios and conduct acceptance testing with the assistance of the Vendor. Successful testing must occur prior to formal acceptance and payment to the Vendor by FMO.
- 4.4.2 FMO will be responsible for verifying the accuracy of the converted/loaded data through participation in all levels of testing. In support of conversion 'dress rehearsals', FMO staff responsible for manual entry and correction, data reconciliation and acceptance, technical support, issue resolution and executive level go/no go decision making will be available to role play their tasks in real time. The FMO will define the timing, requirements, and acceptance criteria for the test conversions.
- 4.4.3. The following matrix summarizes the conversion responsibilities of the Vendor and the State.

Exhibit 1: Data Conversion Responsibility Matrix

Data Conversion Roles and Responsibilities	Vendor	State
Managing Conversion Activities	Primary	Support
Data Conversion Planning	Primary	Support
Conversion Design	Primary	Support
Installation, Maintenance and Operation of Tools	Primary	Support
Conversion Program Specifications	Primary	Support
Conversion Development/Unit Test (Transformation and Load Processes)	Primary	Support
Conversion Development/Unit Test (Extract Processes)	Support	Primary
Crosswalks	Primary	Support
Reconciliation Reports	Primary	Support
Conduct Integration/System Testing	Primary	Support
Execute Dress Rehearsals / User Acceptance Testing	Primary	Support
Verify Dress Rehearsals / User Acceptance Testing	Support	Primary
Provide Subject Matter Expertise	Support	Primary
Data Cleanup	Support	Primary
Perform Manual Data Conversions	Support	Primary
Execute Production Cut-over	Primary	Support
Verify Production Cut-over	Support	Primary

4.5 Security Configuration

- 4.5.1 The Vendor application must provide application controls to prevent unauthorized use of the system, maintain system process controls, and log all transactions. In addition, the system must provide security to limit availability to application functionality, software screens, data records, data elements, and date element values where appropriate.
- 4.5.2 The Vendor will fully describe its approach to security for the proposed solution, including, but not limited to, the use of firewall hardware and software, intrusion detection/ prevention systems, other protective

measures, and other measures that provide in-depth defense for the proposed system. The Vendor will fully describe its risk management approach to application development and deployment in terms of threat and vulnerability identification, analysis and prioritization, and mitigation techniques.

4.6 Testing

4.6.1 The Vendor will describe its approach and commitment to all phases of testing required for a system of this magnitude, including, but not limited to:

4.6.1.1 Unit testing;

4.6.1.2 System testing;

4.6.1.3 Integration testing;

4.6.1.4 Performance (load/stress) testing; and

4.6.1.5 User acceptance testing.

4.6.2 The Vendor will list and describe any tools used to facilitate the testing process, including those tools used for performance testing. The Vendor must provide any required training on the proposed testing tools to all State staff that are expected to use the proposed testing tools.

4.6.3 All system components must be subjected to system testing performed by a test team composed of Vendor and FMO staff. The Vendor must conduct unit, integration, and system testing. The Vendor must assist the FMO with acceptance testing. The FMO test team will function as system user during system testing and will evaluate all test outcomes. The FMO will direct system testing and operate the system in accordance with the Vendor Acceptance Test Plan.

4.7 Acceptance Test Planning

4.7.1 The Vendor must prepare an Acceptance Test Plan, which will be subject to FMO approval. The plan must include:

4.7.1.1 Structuring of the test cycles;

4.7.1.2 Designing test scripts;

4.7.1.3 Explaining user actions, transactions, and processing outcomes; and

4.7.2 Organizing the test tracking, outcome tracking, and exception follow-up

procedures.

4.7.3 The Acceptance Test Plan will be built around the FMO's most important business scenarios but must include comprehensive testing of the software to ensure that it conforms to marketed or promised functionality.

4.8 Payment and Invoicing

4.8.1 The costs quoted must match the invoice to insure timely payment.

4.8.2 Any vendor rebates, incentives, and discounts must be itemized and contained on client, business unit, billing code, etc. monthly invoice or on the monthly invoice following the period for which the rebate, incentive, or discount is offered by the vendor.

4.9 Payment Milestones and Deliverables:

4.9.1 Payment will not occur prior to:

4.9.1.1. Delivery and installation of hardware.

4.9.1.2 Successful application acceptance testing.

4.10.2 Deliverables:

4.10.2.1 Acceptance Test Plan must be provided within five (5) business days after receipt test scenarios from FMO. If the vendor believes that delivery of the Acceptance Test Plan will be longer than five (5) business days, the Vendor must contact the FMO or designee within two (2) business days after receipt of the test scenarios to discuss the reason for the delay and provide a new projected delivery date.

4.11 Retainage:

4.11.1 Retainage is not required.

4.12 Reporting

The Vendor must provide the Contract Administrator with usage reports including a summary of all products or services (regardless of dollar amount) sold under this contract including FMO or designee name, model/part number, item description, WV-39 number, date received, order ship-date, and total amount. These reports must be provided using a browser client-server application.

4.13 Support

4.13.1 The Vendor shall maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have received products or services from the Vendor under this contract.

4.13.2 Personnel staffing the Vendor's support line shall be able to give technical assistance to agencies for all products or services purchased from or provided by the Vendor.

5.0 COST PROPOSAL BID RESPONSE

5.1 The Vendor is required to quote:

5.1.1 A fixed price fee for hardware, installation of hardware, and annual maintenance of hardware.

5.1.2 A monthly fixed price fee for software, software updates, hosting services, technical support services.

5.1.3 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.

5.2 The following criteria will be used to evaluate cost:

5.2.1 Hardware cost:

5.2.1.1 Cost will be calculated using one (1) item or piece of equipment and include installation and annual maintenance.

5.2.2 Software cost:

5.2.2.1 Cost will be calculated per annum to ensure an "apples-to-apples" comparison.

5.2.2.2 Cost will include installation, updates, hosting services, and technical support.

5.2.2.3 Cost will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

5.3 No separate reimbursement will be made to the Vendor for travel or any other expense or service.

6.0 ADDITIONAL REQUIREMENTS

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

SUGGESTED VENDORS

Name	Address	Phone
Agile Access Control, Inc.	14101 Willard Rd., Ste. A Chantilly, VA 20151	(866) 539-2688
Asset Works	998 Old Eagle School Road, Suite 1215 Wayne, PA 19087	(800) 963-1950
Automotive Rental Incorporated (ARI)	4001 Leadenhall Road Mount Laurel, NJ 08054	(856) 778-1500
Inverse Mobility Solutions, Inc.	North America Office P.O. Box 46809 Vancouver, BC V6J 5M4 Canada	(604) 742-1145

FLT12009 Cost Sheet

Item Description	Est. Qty. (1-20)		Unit Cost (1-20)		Extended Cost (1-20)		Est. Qty. (21-50)		Unit Cost (21-50)		Extended Cost (21-50)		Est. Qty. (51-100)		Unit Cost (51-100)		Extended Cost (51-100)		
	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	Vehicle	Motor	
Hardware (including installation)																			
Key Control Storage Device		1						1						1					
Key Control Storage Device																			
Enclosure		1						1						1					
Inside-use Reservation Kiosk with Integrated Pedestal, Touchscreen Monitor, and Printer		2						2						3					
Secure Keyring or Radio																			
Frequency Identification (RFID) Key Fob		25						60						125					
Secure Magnetometer or																			
RFID in-vehicle Access Device		25						60						125					
Alternate Power Supply (four-hour uninterrupted service)		1						1						1					
Warranty		1						1						1					

Rebate/Discount/Incentives (percentage)									
Rebate/Discount/Incentives (percentage)	1			1			1		

Grand Total													
-------------	--	--	--	--	--	--	--	--	--	--	--	--	--

Note: The quantities provided are for bid evaluation purposes only. Actual quantities may be more or less at the discretion of the FMO.

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.

FLT12009

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 ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____