

Purchase Order



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

PURCHASE ORDER NO. FL112004

PAGE 1

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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON STREET, EAST BUILDING 17 CHARLESTON, WV
	25305

VENDOR	*129143810 304-755-1111 NEASE AUTO REPAIR LLC 808 MAIN AV NITRO WV 25143
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SHIP TO	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON STREET, EAST BUILDING 17 CHARLESTON, WV 25305	304-558-0086
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/03/2012		NET 30		412164084			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO	ITEM NUMBER				
0001	12/31/2011	EA	255-45				
DECAL INSTALLATION AND REMOVAL							
OPEN END CONTRACT							
<p>THE VENDOR, NEASE AUTO REPAIR, LLC., AGREES TO ENTER WITH THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE INTO THIS OPEN END CONTRACT TO PROVIDE INSTALLATION AND REMOVAL OF STATE DECALS FOR FLEET VEHICLES PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM NO. 10/201/2011M AND THE VENDOR'S BID DATED 11/15/2011 INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.</p>							
EXHIBIT 3							
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 01/03/2012 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</p>							

Received
 JAN - 9 2012

Dept. of Administration
 Fleet Management Office

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JAN - 5 2012

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED FOR
 ONE FISCAL YEAR
Wanda W...

BY *Krista Ferrell*
 KRISTA FERRELL 304-558-2596
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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	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 BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. 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. 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						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	<p>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 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</p>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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BY _____
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	DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
	REV. 05/26/2009						
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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.						
	EXHIBIT 4						
	LOCAL GOVERNMENT BODIES: THE VENDOR AGREES 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 APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

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REQUEST FOR QUOTATION
FLEET MANAGEMENT OFFICE
INSTALLATION AND REMOVAL OF VEHICLE DOOR MARKINGS – FLT12004

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 installation and removal of vehicle vinyl door markings, hereinafter referred to as "decal".

MANDATORY PRE-BID CONFERENCE

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

All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

PURPOSE

West Virginia Code of State Rules (CSR) §148-3-5 Leasing of Vehicles- Generally, Section 5.5. Beginning with Model Year 2011 and thereafter, state owned and long-term leased vehicles shall be clearly and permanently marked with either the seal of the State of West Virginia or the seal or insignia of a state agency, board, or commission.

To comply with the CSR requirement, the FMO is soliciting for a Vendor/s to permanently install and remove vehicle vinyl decals.

FMO estimates that 1,000 decals (one per front driver side and one front passenger side doors) will require installation annually.

1.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency" – Any entity seeking goods and services under this "Contract."
- B. "CSR" – Code of State Rules
- C. "Greater Charleston Area" – Any location within thirty one-way miles from the Fleet Management Office located at 2101 Washington Street East, Charleston, WV 25305.
- D. "Installer" – The Vendor responsible for the permanent installation of vehicle decals.
- E. "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.

F. "Vehicle Decal" – Used interchangeably with "door marking."

G. "Vendor" – The successful bidder.

2.0 SCOPE OF WORK

2.1 Background:

2.1.1 West Virginia Code of State Rules §148-3-5 Leasing of Vehicles-Generally, Section 5.5. Beginning with Model Year 2011 and thereafter, state owned and long-term leased vehicles shall be clearly and permanently marked with either the seal of the State of West Virginia or the seal or insignia of a state agency, board, or commission. The seal shall be produced from reflective material, affixed to the body of the vehicle, and be at least twelve inches in diameter or size from the top left corner to the bottom right corner of the seal or insignia. Each vehicle will be clearly marked with two-inch high lettering above and below the seal. The lettering above the seal shall include the words "State of West Virginia" and shall not be abbreviated. The lettering below or included in the seal or insignia of a state agency, board, or commission shall include the name of the state agency, board, or commission owning or leasing the vehicle and may be abbreviated or continued on multiple lines. Additional distinctive vehicle markings may be added at the discretion of the assigned cabinet-level Secretary.

2.1.2 The vehicles may be located throughout the state.

2.1.3 The vehicles or equipment units described in this contract are generally: state-owned, leased, or rented sedans, trucks, vans, sport utility vehicles (passenger vehicles); and state-owned, leased, or rented cargo vehicles

The following information typifies the fleet:

Passenger Vehicles	4,300
Specialty Vehicles and Equipment	5,000

2.1.4 An example of the types of vinyl decal requiring installation or removal is provided as **Attachment A**. Other designs and relative dimensions are also possible.

2.1.5 The Fleet Management Office manages the workflow processes for the purchase, lease, and rental (short-term lease) of approximately eighteen hundred seventy (1,870) new passenger or specialty vehicles

annually.

- 2.1.6 Balances are paid in full monthly.
- 2.1.7 The State's standard payment terms are Net 30.
- 2.1.8 The State is exempt from Federal Excise Tax and State taxes.
- 2.1.9 This contract will not be used to obtain or procure vehicle decals. FMO currently uses West Virginia Correctional Industries to produce its decals (first right of refusal). If additional manufacturing capacity becomes necessary, a separate RFQ for manufacturing vehicle decals will be initiated.
- 2.1.10 FMO will provide the Vendor with advance notification to schedule decal installation. Notification will normally be five workdays for installations or removals occurring in the greater Charleston area and ten workdays for installations and removal outside the greater Charleston area.
- 2.1.11 FMO will provide the Vendor with vehicle vinyl decals and an order form that identifies the vehicle VIN and specific decals to be installed.

2.2 Required Products and Services

2.2.1 Vehicle decal installation:

- 2.2.1.1 Vendor must install vehicle decals provided by FMO.
- 2.2.1.2 Installation of vehicle decals will be permanent through the use of adhesives approved for use on vehicles (no petroleum distillates) or through the use of peel-back vehicle decal adhesives.
- 2.2.1.3 FMO will provide vehicle decals in such dimensions as to cover a portion of the vehicle front side driver and front side passenger doors. Vehicle decals must be affixed to the vehicle in such a way that the State Seal or other authorized equivalent is centered on the doors, both vertically and horizontally. Decals will not extend above the door weather stripping, door trim, or below the bottom of the door.
- 2.2.1.4 Vendor must have the ability to install vehicle decals during periods of inclement weather (outside the manufacturer suggested temperature and weather condition ranges).
- 2.2.1.5 The Vendor will coordinate with the FMO for permission and transport vehicles to and from the vehicle's current

location to an alternate installation location during periods of inclement weather.

2.2.1.6 Vehicle drivers must possess a valid West Virginia driver's license.

2.2.1.7 Vendor must provide a current (within 30 days of contract award and annually thereafter) DMV-provided Driver Record for each employee that will be driving state vehicles to the FMO. FMO will evaluate each Driver Record and approve or disapprove authorization to operate state vehicles. Operation of state vehicles by employees prior to or without FMO authorization will result in immediate contract termination

2.2.1.8 Vehicle decals must be installed without trapped air (air bubbles), stretching, or improperly aligned (crooked). FMO will make quality inspections from time-to-time. Vehicles that fail to meet this standard will have the decal removed by the Vendor and new decal installed. The Vendor will reimburse FMO for the decal in the form of a credit (\$30 per decal requiring replacement) and installation of the new decal will be at no cost to FMO.

2.2.1.9 Vendor must be able to install decals at a rate of one decal every 15 minutes, excepting for travel (up to 30 minutes) and drying time (up to 60 minutes) during periods of inclement weather. Orders placed by FMO with the vendor must be successfully completed within three workdays unless an extension is granted by FMO. Extensions granted by FMO will be in writing and include an extension control number for the Vendor's records.

2.2.1.10 Failure by the Vendor to obtain an extension control number from FMO or to successfully complete order(s) placed by FMO within three workdays will result in a penalty equal to the per-decal awarded price for each decal the Vendor fails to install within the three workdays allowed by the contract. For example:

Awarded rate per-decal: \$10

Decal installs ordered by FMO: 20 (10 vehicles)

FMO extension control number issued: none

Installations completed on-time 10 (five vehicles)

Vendor invoice reflects 20 decals installed - \$200

Vendor invoice reflects "penalty" for 10 decals - (\$100)

Total payment due reflected on invoice - \$100

2.2.1.11 Vendor is responsible for preparing the vehicle for decal installation.

2.2.1.12 Vendor must have the ability to perform installations throughout the State of West Virginia.

2.2.2 Vehicle Decal Removal:

2.2.2.1 Vendor must remove vehicle decals in a manner that will not result in damage to the vehicle.

2.2.2.2 Vendor must have the ability to remove vehicle decals during periods of inclement weather (outside the manufacturer suggested temperatures and weather conditions).

2.2.2.3 The Vendor will coordinate with the FMO for permission and transport vehicles to and from the vehicles current location to an alternate decal removal location during periods of inclement weather.

2.2.2.4 Vehicle drivers must possess a valid West Virginia driver's license.

2.2.2.5 Vendor must provide a current (within 30 days of contract award and annually thereafter) DMV-provided Driver Record for each employee that will be driving state vehicles to the FMO. FMO will evaluate each Driver Record and approve or disapprove authorization to operate state vehicles. Operation of state vehicles by employees prior to or without FMO authorization will result in immediate contract termination

2.2.2.6 Vendor must be able to remove decals at a rate of one decal every 15 minutes, excepting for travel (up to 30 minutes) and drying time (up to 60 minutes) during periods of inclement weather. Orders placed by FMO with the vendor must be successfully completed within three workdays unless an extension is granted by FMO. Extensions granted by FMO will be in writing and include an extension control number for the Vendor's records.

2.2.2.7 Failure by the Vendor to obtain an extension control number from FMO or to successfully complete order(s) placed by FMO within three workdays will result in a penalty equal to the per-decal awarded price for each decal the Vendor fails to remove within the three workdays allowed by the contract. For example:

FLT12004 Cost Sheet

	Unit Cost (Per Decal)
Decal Installation inside greater Charleston Area	12.50
Decal Removal inside greater Charleston Area	12.50
Decal Installation outside greater Charleston Area	12.50 Plus Travel as Described
Decal Removal outside greater Charleston Area	12.50 Plus Travel as Described

Notes:

Travel is described under response 1 in Addendum 2 (as attached)

Vendor Name:

Nease Auto Repair, LLC.

Point of Contact Name:

Rick Nease

Point of Contact Phone:

304-755-1111

Point of Contact Email:

ricknease@va100.com

Question 1: Please clarify the non-Charleston area. I do not understand how the state expects to get a competitive bid w/o allowing for travel time and mileage and some sort of per diem. Is this an area you would reconsider?

Response 1:

The non-Charleston area includes any location beyond 30 miles from State Surplus 2700 Charles Avenue Dunbar, WV 25064-2236 and the requested installation location using MapQuest (<http://www.mapquest.com>), which is the application currently accepted by the West Virginia State Auditor's Office as official mileage.

The State will reimburse mileage to non-Charleston locations at the current mileage reimbursement rate for state employees. The current mileage reimbursement rate (reviewed semiannually) is 0.47 cents per mile. The reimbursement rate includes all expenses related to vehicle operation.

Travel time will be computed using MapQuest (<http://www.mapquest.com>) "commuting time" and be billed at a rate of \$10.00 per hour or \$2.50 per 15-minute interval (rounded down), e.g., 1 hour and 24 minutes would be billed as 1 hour and 15 minutes for a total of \$12.50 times two (round trip) for that billing instance. Multiple installations that occur in the same vicinity (city) on the same day will not be billed separately, e.g., five installations in [City A] would yield the Vendor one instance of billable travel. Additionally, in and around mileage for non-Charleston installations is not authorized. Per Diem (meals and lodging) is not authorized. Installations requiring travel to a non-Charleston location must be approved in advance and in writing, by the FMO.

Question 2: Any consideration for cleaning vehicles that are already in service that is excessively dirty or muddy?

Response 2: The fixed price for installation and removal of door markings should include factoring fifteen (15) minutes per door for cleaning and door preparation prior to installation or removal.

Question 3: Will the demarcation of vehicle be for these decals only?

Response 3: The RFP is intended for the marking and demarcation of FMO-provided door markings (one per front driver door and one per front passenger door) only.

Question 4: What are the states additional insurance requirements for vehicles that we bring to our shop?
In case of accidents, damage, theft or fire etc.?

Response 4: The State does not have additional insurance requirements for vehicles that the Vendor brings to its shop. In the event of an accident, damage, theft, or fire, the Vendor will be identified as Primary Insured. The State of West Virginia will be identified as Additional Insured.