



Commonwealth of Kentucky

SOLICITATION

TITLE: FLEET MANAGEMENT - VEHICLE GLOBAL POSITIONING SYSTEM (GPS).

DATE ISSUED 2009-02-04	SOLICITATION CLOSES Date: 2009-02-25 Time: 15:30:00	SOLICITATION NO. RFP 758 0800001566
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I S S U E D B Y	Room 096 Capitol Annex Michael Gustafson	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:

FOR INFORMATION CALL: Michael Gustafson
502-564-5945

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1	FLEET MANAGEMENT - VEHICLE GLOBAL POSITIONING SYSTEM (GPS)		1.00	EA		
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Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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72543	Positioning Systems, Satellite (Global Info. System)			
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Extended Description

PLEASE REFER TO THE REQUEST FOR PROPOSAL (RFP) SECTION 30 FOR THE GPS SPECIFICATIONS AND REQUIREMENTS.

B I L T O	220137			S H I P T O	398626		
	VARIOUS				VARIOUS		
	SEE EXTENDED DESCRIPTION				SEE EXTENDED DESCRIPTION		
	VARIOUS		KY		VARIOUS		KY
	US				US		

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

RFP

5000

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MODIFICATION #2 (FEBRUARY 4, 2009) -

This Modification provides Vendor Questions as well as the Commonwealth's Responses.

The RFP Proposal Closing Date and Time is EXTENDED TO WEDNESDAY, FEBRUARY 25, 2009, AT 3:30 PM (LOCAL TIME) FROM Thursday, February 12, 2009, at 3:30 PM (local time).

Vendors should submit any further RFP questions to the Commonwealth Buyer as part of the follow-on question session. These questions should be submitted no later than (NLT) Tuesday, February 10, 2009, at 3:00 PM (local time.)

An updated Schedule of RFP Activities (Section 10.050) is also attached at the end of the Q&As.

The below Vendor Questions and Commonwealth Responses are for **RFP 758 0800001566 Fleet Management - Vehicle GPS.** These Vendor Questions as well as the COMMONWEALTH ANSWER to each are the Vendor's initial questions together with those Vendor questions from the Vendor Pre-Bid Conference held on January 7, 2009.

Overall Comments regarding this RFP -

- 1) Disregard the quantity shown of 100 on the RFP form itself. There is no known, estimated, or guaranteed quantity available by the Commonwealth at this time.
- 2) Disregard any previous information, questions and answers, communications, etc., from the prior RFP attempts for GPS units. This RFP contains major changes and, as such, stands on its own without reference to the previous attempts or information.
- 3) The priority for Fleet Management and most Agencies is the single mode, cellular based GPS, with a dual mode (satellite) as an available option. The dual mode **MAY** be selected for those instances where the need dictates that 100% coverage is needed or that store and forward is not acceptable compared to real time data. The Agency budget will also dictate to some degree which mode is chosen. This is why the dual

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mode is included on the list of optional items that Vendors should provide pricing for.

4) Vendors should use a **PLANNING quantity of 100 GPS units** when completing their Cost Proposal form. This is not any kind of a guarantee, but simply a quantity for the Vendor to use that will allow the RFP Evaluation Committee to be able to compare all Vendor's data on a like-to-like basis.

5) The Vendor should be aware of any patent, copyright, or any other legal issue that may affect their ability to provide the GPS units. This is primarily in regard to using the vehicle diagnostic data (refer to select Questions / Responses below for more on this.)

6) Page number references below refer to the page numbering of the initial RFP - RFP 758 0800001566 **1**. Modification #2 is RFP 758 0800001566 **3**.

7) Although every effort has been made to update the basic RFP document to reflect that information resulting from the Questions and Answers, Vendors are advised that the information contained in the this resulting Modification shall supersede that information in the original RFP document.

VENDOR QUESTION #1 -

I believe that Web Tech was the supplier for the Department of Corrections (DOC) before. The question is whether the WebTech units are still operational and / or has the implementation increased to meet their needs of up to 600 vehicles?

COMMONWEALTH ANSWER #1 -

The units are still operational. They have not leased 600 GPS units under the previous DOC Contract.

VENDOR QUESTION #2 -

In the last RFP, the Department of Corrections (DOC) was the initial implementation focus, they were in need of more frequent reporting times and dual mode, this RFP does not have any mention of that Department. What has changed in this interim period?

COMMONWEALTH ANSWER #2 -

Again, this is a completely different RFP and the DOC requirements / needs from that RFP do not come into play in this RFP. Should DOC elect to participate in this GPS

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Master Agreement, they MAY elect to use more frequent reporting times. These more frequent times would most likely be for when they are transporting prisoners from one location to another. This additional reporting would be requested as an optional item over the base GPS unit as not all vehicles would need it.

VENDOR QUESTION #3 -

You refer to the population being in the cell coverage area hence 'store and forward' is the preferred way to go rather than dual mode cell and satellite. What was the catalyst for this change?

COMMONWEALTH ANSWER #3 -

It was in the best interests of the Commonwealth.

VENDOR QUESTION #4 -

For the first 100 GPS units, what percentage of these units will be operating in poor cell coverage areas? This would enable a fair breakdown of single cell mode units to those of dual mode to operate in remote areas. There is a difference in pricing hence knowledge of your preference is requested.

COMMONWEALTH ANSWER #4 -

At this time it is unknown what Agencies will be buying the GPS units and what type of mode they would require. The preferred method is single cell mode with the dual mode available as an optional item with an associated cost for it. This would be added to those units on a case by case basis and paid for accordingly.

A Vendor comment was made during the Vendor Pre-Bid Conference about this question regarding 'store and forward' cell to differentiate between satellite and satellite network.

VENDOR QUESTION #5 -

Any requirements for single-mode with future upgrade to dual-mode?

COMMONWEALTH ANSWER #5 -

Yes. Vendors should plan on single mode with dual mode available as an optional item with an associated cost for it.

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VENDOR QUESTION #6 -

What percentage of the 100 initial vehicles requires a panic button and dual mode both for remote working staff? Panic alarms, geo zones out of cell will not work.

COMMONWEALTH ANSWER #6 -

At this time it is unknown what Agencies will be buying the GPS units as well as what, if any, potential optional features they may require. These will be based upon the Agency's needs and their budgets.

VENDOR QUESTION #7 -

From Page 23 of 67, #22: 'The Vendor shall provide (at no additional cost) a minimum of 200 hours per year of additional software / reporting time to be used for software and reporting changes and updates if necessary. This would be coordinated and approved by Fleet Management.' Would you please explain what you mean in the clause? Are you referring to specific customization of software? Report design? Upgrades or enhancement to the functionality and performance?

COMMONWEALTH ANSWER #7 -

At this time it is not anticipated that Fleet Management would require any software customization. What is anticipated is that the Vendor may be asked to tailor their reporting formats / data so that Fleet Management may be better able to use it. Or as a new requirement arises, that the Vendor could make such data & reports available to Fleet Management. Again, it is up to 200 hours per year.

The above wording is being changed in the body of the RFP to delete the software wording as below:

'The Vendor shall provide (at no additional cost) a minimum of 200 hours per year of additional **SOFTWARE (THIS WORD IS DELETED)** / reporting time to be used for **SOFTWARE (THIS WORD IS DELETED)** and reporting changes and updates if necessary. This would be coordinated and approved by Fleet Management.'

VENDOR QUESTION #8 -

From Page 24 of 67, #3 (of the Optional GPS Items): In the last RFP session in 2007 after discussion reference self hosting or very secure ASP web environment and hosting at Q9 secure facilities, the cost and secure environment for the Vendor to host was much more in favor and acceptable to the Commonwealth. Does this still stand or is the hosting by the Commonwealth Office of Technology (COT) mandatory?

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COMMONWEALTH ANSWER #8 -

No. Hosting by the Vendor is acceptable if the Vendor's security policies are demonstrated and are acceptable to COT. The Vendor shall include a copy of their Security Policies with their RFP Proposal for COT personnel to review. This will be on a pass / fail basis. These policy pages WILL NOT count towards the 50 page maximum (see Q&A #25 below for more on this page limit.) Refer to Sections 30.000, 30.020, 30.060 Item #20, and 60.060 for more regarding this.

VENDOR QUESTION #9 -

Is there a preferred wireless cell carrier as decided in an earlier RFP?

COMMONWEALTH ANSWER #9 -

The Commonwealth does not have a preferred cell carrier for this project.

VENDOR QUESTION #10 -

Will variable reporting times be required? (aka, different when out of cell?) or always 1 hour (plus exceptions? Speeding? Geo-fence?)

COMMONWEALTH ANSWER #10 -

There is a one (1) hour standard for reporting for these types of events. Fleet Management is not so concerned with having instantaneous reporting that someone is speeding at 2:15 PM but that it would be reported at the next reporting period, say at 3:00 PM during the normal hourly report. This would be somewhat of an event-based report as well. If nothing happens, then there's no report, but if something does happen, it automatically triggers the system to send out a report during the next reporting period. Should this information be needed on a more frequent basis (i.e. DOC needing pings every 15 minutes when transporting prisoners), then this would be considered an optional item at an appropriate optional cost.

VENDOR QUESTION #11 -

Is the service level agreement (SLA) for service or hardware or support or all?

COMMONWEALTH ANSWER #11 -

The Master Agreement would address both by having separate contract Line Items for the hardware / maintenance items, and different Line Items for the website access support items. The Master Agreement would also contain Line Items for those things

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that are the optional items. This way the Vendor can itemize what is on the invoice. Somewhat of a menu-based contract in that you would select those items that you needed. The Vendor could provide a consolidated bill for all hardware / service features or they could have 2 separate invoices - one for hardware and one for access related items.

These standard and optional item costs would also be separate items on the Cost Proposal form.

VENDOR QUESTION #12 -

Will there be pilots or straight implementation of the initial 100?

COMMONWEALTH ANSWER #12 -

It would be a straight implementation for any quantity ordered.

VENDOR QUESTION #13 -

From Page 23 of 76, Requirement 21: GPS geographic coverage of at least 70% of the Commonwealth and State population coverage of at least 80%. Would you please define what is meant here? Are you only looking to have your vehicles only in the 70% coverage area or do your vehicles go to the entire State and require 100% communications capability? In the 70% area is there good cell coverage by your selected provider? Or will you be reliant on store and forward (which may not be good for panic and geo zone reporting). This would help decide on where to quote on single cell coverage or dual cell / satellite coverage. As there is a difference in price for single to dual mode GPS units.

COMMONWEALTH ANSWER #13 -

Fleet vehicles potentially can be in any part of the State. The percentages are an attempt to get a significant portion of the State's geographic as well as population areas under coverage. It is realized that with a single mode system, 100% coverage is not possible. Fleet Management is requesting single mode as standard with dual mode capability as an optional item at an optional cost.

The Vendor should provide documentation of those areas that they cover. The format of this information is not specified but is left up to the Vendor to provide the best, most clear and concise, information to allow the Evaluation Committee to verify the 70% geographic coverage and the 80% population coverage.

The 70% / 80% coverage issue is also discussed in more detail in Q&As #39 & #66.

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VENDOR QUESTION #14 -

From Page 22 of 76, Requirement 11: In the earlier RFP there was a requirement for more frequent reporting times. If the Department of Corrections (DOC) or other Agency requires shorter periods, what changed the reporting times to be a minimum of 1 hour?

COMMONWEALTH ANSWER #14 -

At this point, only the hourly reporting is standard. Should an Agency request any (optional) feature that would necessitate more frequent reporting then these additional requirements would be considered optional items with an optional cost for each. Please refer back to Q&A #2.

VENDOR QUESTION #15 -

I was involved in the bidding process last year for a similar RFP for the State of Kentucky. The requirements seem to have evolved somewhat. The previous RFP required an all satellite solution or minimally a hybrid / dual mode solution. The current requirements are either a cellular based solution or dual mode. Will you reject proposals for all satellite solutions?

COMMONWEALTH ANSWER #15 -

An RFP Proposal that has a satellite solution only would not be considered non responsive on that element alone. That Proposal would continue on with the RFP evaluation and its final score would be determined based on the Technical and Cost Proposal scoring elements. In the long run the satellite information would be compared to the cell information.

VENDOR QUESTION #16 -

Regarding the prisoner transport vehicles - shuttle buses. Tracking this portion of the Fleet creates the strong need for an all satellite solution based on topography & geography of the routes. Will this portion of the Fleet be outfitted with the tracking solution?

COMMONWEALTH ANSWER #16 -

It is unknown at this time. Again, that decision will be made based on the Agency's need and their budget. It is anticipated that by having optional item cost data available, the Agencies will be able to make that determination. Please refer to Q&A #2 for more on this issue.

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VENDOR QUESTION #17 -

I also understand that Kentucky has since piloted a possible solution - which I assume was a **gprs** (cellular) solution - thus the change in the requirements. **(Per clarification, this is what a gprs is - GPRS stands for General Packet Radio Service - usually charged per megabyte or traffic transferred. GPRS tracking solutions transfer the data via the terrestrial cellular towers. An all satellite tracking solution transfer the data via the satellite network. That's really the main difference.)** Is there any concern regarding the cellular infrastructure of the terrestrial towers providing for a lack of coverage or spotty coverage throughout portions of the State? For instance the use of onboard messaging, ignition disable relays & panic or roadside assistance buttons would be hugely impacted due to a lack of cellular coverage. If safety & security is a concern - 100% coverage 100% of the time would then be a requirement, correct?

COMMONWEALTH ANSWER #17 -

This would be an Agency call as far as if they wanted to 'upgrade' their base model GPS to allow it to accomplish these types of tasks with a dual mode capable unit. It is not required for the base model as part of this RFP.

VENDOR QUESTION #18 -

From Page 59 - We must include Attachment B with the Cost Proposal. Is Attachment B all of pages 66-67?

COMMONWEALTH ANSWER #18 -

Yes, although the Cost Proposal form is being revised to include new Cost factors rather than the initial cost per mega byte. The new Cost Proposal Form is located at Attachment B and is marked 'REVISED FORM'. All pages of Attachment B must be submitted with the Vendor's Cost Proposal packet.

VENDOR QUESTION #19 -

From Page 66 - Please define 'per megabyte unit'.

COMMONWEALTH ANSWER #19 -

It is a unit of measure. Cellular carriers bill in units of MB. 1 MB = 1024 KB. The Commonwealth is requiring that all Vendors use the same unit of measure on their Cost Proposal form for comparison and evaluation purposes. Should a Vendor not be able to comply with this, please address it in a follow-on question.

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VENDOR QUESTION #20 -

From Page 23, #23 - It is our understanding that for the **OFFICIAL BID PRICE**, we are offering one price for a THREE YEAR UNIT LEASE WITH \$1 BUY OUT OPTION. What is the number of vehicles we're bidding on (quantity)? Do we include Vendor installation or Commonwealth installation? Shipping? Monthly airtime charges?

COMMONWEALTH ANSWER #20 -

The Vendor is reminded to NOT ENTER their Cost Proposal pricing under item #23 (on Page 23). This item just states that the Commonwealth requires the Vendor to offer a 3 year lease with a \$1 buy-out option.

Again, there is no known guaranteed quantity of GPS units that the Commonwealth will buy. Vendors should **use the PLANNING quantity of 100 units** with regard to determining their Cost Proposal submission.

The **Bid price for a standard unit should NOT include installation of the unit as Fleet Management will install all Fleet units** (wherever they may be located within the State). The Vendor should include, as an optional cost, the cost for installing a unit for those Local Governments, Schools, and Universities that elect to have the Vendor install it. This may also involve a travel charge depending on the location of installation.

The Vendor is responsible for all shipping costs to / from the Customer. This includes shipping a new unit, shipment of an operational replacement unit, return of a damaged / non-operational unit, and for the final return of a unit (if so elected).

The Vendor should list the monthly airtime charge (per mega byte) for their unit on the Cost Proposal Form.

VENDOR QUESTION #21 -

From Page 67, #8 - This does not make sense - 'VENDOR doing the financing'. For a PER UNIT straight purchase (non-lease), we are assuming that the Commonwealth will be using a purchase order and the COMMONWEALTH will be doing the financing. Can you please clarify? PER UNIT...is this price for the hardware only? Not to include shipping, installation, etc?

COMMONWEALTH ANSWER #21 -

The Commonwealth is looking for an option here of who performs the financing. Should the Commonwealth elect to use the State's contracted financial Vendor or to go with the

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GPS Vendor's financial partner. For example, if the State's contracted financial Vendor were to charge the State 5% to provide payment services and the Vendor's financial partner would finance the GPS units at 3.5%, then the State could elect to finance the GPS units through the Vendor's partner and save 1.5% in finance charges. The standard here is to get a GPS unit on a 3 year lease (for service and maintenance). Payment for this could be accomplished in 3 ways - 1) the Commonwealth pays the monthly bill itself, 2) the Commonwealth finances the monthly amount and the Commonwealth's financial Vendor would make payment to the GPS Vendor, or 3) the GPS Vendor's financial partner would make payment to the GPS Vendor and the Commonwealth would make payment to the financial partner.

Please refer to the previous and later Q&As regarding the hardware, shipping, and installation costs.

VENDOR QUESTION #22 -

From Page 66, #6 - What is the quantity we are determining pricing on? Is it a 5 year lease with \$1 final buyout option? Does this including shipping and installation? Our company assumes that any lease of hardware includes mandatory monthly airtime.

COMMONWEALTH ANSWER #22 -

See Vendor Question / Response #21 (plus the other relevant Q&As) for more on the quantity, shipping, & installation topics). The 5 year lease option is requested as an optional (non-evaluated) cost that could be used in those instances where someone wanted to lease the unit for 5 years rather than the standard 3 years.

VENDOR QUESTION #23 -

(Additional Question not related to Cost) - Does the Vendor need to fill out the Kentucky Tax Registration Application in order to submit their Proposal? Can this be done upon award of Contract?

COMMONWEALTH ANSWER #23 -

No, but It is helpful if the Vendor completes this Form and submits it with their RFP Proposal packet. Should it not be included, and the Vendor is selected as the Master Agreement winner, at that time the Form would have to be completed / submitted. This could delay the finalization of the Master Agreement award.

VENDOR QUESTION #24 -

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(Additional Question not related to Cost) - The Vendor Pre-Bid Conference on 1/7/09, will there be a web-cast of this meeting? Can out-of-area Vendors participate via a conference call?

COMMONWEALTH ANSWER #24 -

Unfortunately it was not possible to set up a web cast or a conference call for out-of-area Vendors to allow them to participate in the Pre-Bid Conference due to Conference Room limitations.

VENDOR QUESTION #25 -

Reference the Technical Proposal which is to include:

Page 54, Section 60.050

- ✂ Transmittal Letter
- ✂ Request for Proposal (completed and signed)
- ✂ Signed modifications
- ✂ EEO Documentation
- ✂ Affidavit for Vendors
- ✂ Vendor statement regarding scanning
- ✂ Vendor Pricing Conflict of Interest Statement
- ✂ Response to the **23 Technical Requirements** that included explanations, illustrations, reports, maps and information explaining clearly how requirements shall be met
- ✂ Response to the Company Profile, **5 requirements**
- ✂ Response to Customer Service and Support, **15 Requirements**

If each of the 7 documents and each of the 43 requirements only took one page that far exceeds the 25 page Technical Proposal response limitation. To clearly articulate and demonstrate meeting the requirements will require explanations, illustrations, reports, maps, etc. A report or map example can take a complete page alone. WE ASK YOU TO REMOVE THE 25 PAGE TECHNICAL RESPONSE REQUIREMENT.

COMMONWEALTH ANSWER #25 -

The requirement of submitting a maximum of 25 pages for the Technical Proposal portion has been amended. The new maximum number of pages has now been **increased to fifty (50) pages. This limit of 50 pages DOES NOT include counting any of the mandatory 'form' type requirements** such as the RFP front page, the Kentucky Tax Registration Application, the Affidavit for Vendors (Attachment A), Vendor's Security Policies (for COT review), etc. These pages are considered in-addition-to the mandatory item pages.

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VENDOR QUESTION #26 -

From Page 60, Section 70.010 and Page 66 Cost Proposal Form - Is the cost scoring going to be based only on the cost per megabyte, the majority of the costs will be for hardware installed in the vehicles and the monthly reporting and mapping services, neither of these items is measured in cost per megabyte, or was this just an example?

COMMONWEALTH ANSWER #26 -

Please refer to previous and follow-on Q&As regarding the Cost Proposal scoring criteria. The Cost Proposal Form has been revised to allow for different items to be priced - hardware, monthly access time, installation, travel, etc. These individual items will be evaluated, scored, and awarded various points. This is explained further in Section 70 - Cost Proposal Evaluation as well as on the Cost Proposal Form itself at Attachment B.

VENDOR QUESTION #27 -

From Page 54, Section 60.060 - Wireless data was not listed in the Technical Requirements. Is this to be included in the Pricing?

COMMONWEALTH ANSWER #27 -

Yes. The Vendor should list their wireless data cost on Cost Proposal B based on a **PLANNING** figure of 100 GPS units.

VENDOR QUESTION #28 -

From Page 59, Section 60.060 - Is the scoring based upon all or nothing? Does a partial meeting of the requirement mean there is some scoring credit or does it mean unless you can provide the exact response you get 0 points?

COMMONWEALTH ANSWER #28 -

No. Each of the scoring areas in the Technical Proposal Scoring Criteria - Section 60.060 - will be looked at independently and each Vendor will be given a score based on the information they submit and how well it answers / pertains to that scoring item. Vendor A may get the maximum of 100 points for Scoring Criteria Item #7 while Vendor B only gets 85 points. Each of the Vendor's individual scores will be added together for a grand total score as well as a percentage of the 3,000 total points available.

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VENDOR QUESTION #29 -

The AT&T Contract provides Wireless Data Services to the Commonwealth of Kentucky . Is AT&T the required Vendor for these services?

COMMONWEALTH ANSWER #29 -

No. A Vendor may partner with AT&T or any another carrier / partner in order to fulfill the requirements of this RFP. Please remember the 70% cellular coverage and the 80% population geographic coverage requirements.

VENDOR QUESTION #30 -

From Page 32, Section 40.075 - Payment - What constitutes delivery acceptance of the equipment or service for payment?

COMMONWEALTH ANSWER #30 -

Delivery of hardware is when the GPS units physically arrive at Fleet Management (or the ordering office). For this RFP, acceptance is defined to be when they are installed in the vehicle and it has been demonstrated that they are working units, or no later than five (5) calendar days after the receipt date (if installation has been pre-coordinated to be completed at a future date.) This is to allow timely payment to the Vendor. This definition shall also apply to the Local Governments, Schools, and Universities as well. Again, both parties will need to work in a coordinated effort to place the order, receive the product, and complete the installations so that the ordering party has a fully functional unit and the Vendor has received their payment.

Acceptance for the service usage portion is upon activation.

VENDOR QUESTION #31 -

From Page 66, Per Section 30.060 - Do you require descriptions and information regarding optional equipment and services or just pricing? Without descriptions you will not be able to compare Vendor equipment and services being offered.

COMMONWEALTH ANSWER #31 -

Vendors should provide descriptive information and descriptions on the optional items. Please label them accordingly so that they may be identified properly for that item. **Pricing for these optional items (again, non-scored for the optional items) should be placed on Attachment C (Optional Item Cost Sheet which is a new Attachment with Mod #2) and not on Attachment B (the Cost Proposal form).**

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VENDOR QUESTION #32 -

If the Vendor is to do the installation of the GPS units, will all installations be done at a central point (i.e. Frankfort, KY), and if so, where is that? If not, at how many separate locations across the State will the Vendor be required to do installations at? This most likely will affect the costs associated with installing the units. Does the State have any kind of a facility that the Vendor can use to do the installations? In Frankfort and at any other installation sites?

COMMONWEALTH ANSWER #32 -

Fleet Management is currently planning to install all Fleet Management GPS units. The Local Governments, Schools, and Universities may elect to have the Vendor install their units. These installations would be at an additional option cost. Each of these entities would have to be coordinated with to determine if they have a facility that could be used by the Vendor while doing the installations. Locations and distances from the Vendor's site would also have to be determined. There are separate Line Items on the Cost Proposal Form where the Vendor can enter their installation and travel charges for these GPS installations.

VENDOR QUESTION #33 -

With regard to the above subject RFP, please consider the following clarifying questions broken down by Section:

From Section 30.060 - Requirement 4a - If a Vendor is unable to provide reporting for ALL Engine Default / Check Light Notification type codes for each of the vehicle OEM models and makes within the State's inventory, is the Vendor's offering non-compliant with the requirement and all of Section 4a items (i.e. partial support of a subset of vehicles or notifications is not considered meeting the requirement)?

COMMONWEALTH ANSWER #33 -

No. It is understood that a Vendor's GPS system / capabilities may not be able to provide reporting for all vehicle makes and models currently in the Fleet. Please refer to Q&As #41 and #51 below for more information on this issue.

VENDOR QUESTION #34 -

From Section 30.060 - Requirement 8 (electronic data retrieval) - Could you elaborate what data is required for electronic retrieval?

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COMMONWEALTH ANSWER #34 -

Time of day, date, location at the one (1) hour ping, when outside the geo-fencing limits, check engine codes, etc. The types of things that are viewed on the screen are what Fleet Management would want to have access to in their reports.

VENDOR QUESTION #35 -

From Section 30.060 - Requirement 23 - 3 year unit lease price - Is this inclusive of all services, hardware and installation, or just a subset?

COMMONWEALTH ANSWER #35 -

Yes, it is inclusive in that all costs for the hardware, services, and installation must be listed on Attachment B - Cost Proposal Form.

VENDOR QUESTION #36 -

From Section 70.010 - Please clarify how the calculation for Cost Per Megabyte should be calculated?

COMMONWEALTH ANSWER #36 -

Disregard the cost per megabyte as a stand alone, all inclusive cost figure. Refer to the new Cost Proposal Form (Attachment B) that will have individual Cost areas provided.

VENDOR QUESTION #37 -

The cheapest way to accomplish what you want would be a scanner unit that would (track) the vehicle as it passed through a gate or by an office. I assume that most vehicles would leave a fixed location & return there in the afternoon. An additional web page could be added to an existing web site whereby all this info could be accessed for a tally. The good side would be that, after the initial purchase, your expense would be over (no monthly fees). The downside is that you could not locate the vehicle immediately.

COMMONWEALTH ANSWER #37 -

A scanner would not work for Fleet Management as many of the Fleet vehicles are located outside the Fleet Motor Pool in areas that would not be accessible to a scanner, i.e. public parking lots.

VENDOR QUESTION #38 -

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The next thing would be to use a cell phone hook up for each unit. This would let you get pretty much all that you want, except there would be a time delay and of course, as you know about dead spots, where there would be no tower access. This would be the next step up in cost. The next would be of course, satellite. Of course, you ultimately are the Buyer & I know that you have a lot on your plate, as far as needs, wants & budgets. I am just here to provide you with the information to hopefully accomplish these demands by way of providing options. I hope that this will provide some help with that search.

COMMONWEALTH ANSWER #38 -

This Vendor comment is a follow on to Question #37, no answer is provided.

VENDOR QUESTION #39 -

From Section 30.060 - GPS Specifications and Requirements, # 21 - GPS geographic coverage of at least 70% of the Commonwealth and State population coverage of at least 80%. Does this refer to satellite or cellular coverage or both? What is GPS coverage of the State population?

COMMONWEALTH ANSWER #39 -

This refers to cellular coverage. AT&T is currently the State's wireless carrier. Vendors may elect to use or partner with AT&T or another Vendor provided that they can meet the 70% geographic and 80% population coverage through their own network or by partnering with other providers. Vendors should submit documentation (coverage maps by area codes or zip codes, etc.) to document their coverage areas. The RFP Evaluation Committee will use available State resources to verify this data.

Fleet Management is asking for the minimum of 70% of the State's geographic area and 80% of the State's population to be within the working area of the GPS provider's system.

VENDOR QUESTION #40 -

From Section 30.060 - GPS Specifications and Requirements, #23 - Vendor shall offer a bid price for a three year unit lease with a \$1 final buyout. How many units should we base this price on? 1,000 units a year? Are you seeking a 3 year total price number? Or a per unit monthly number? What do you mean by a \$1 final buyout?

COMMONWEALTH ANSWER #40 -

For developing a Cost for this RFP's Cost Proposal, Vendors should use a **PLANNING**

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quantity of 100 units (refer to Question / Response #59 below for more on this). The \$1 buy out would mean that at the end of the 3 year lease term, the Agency could buy the hardware for \$1 and continue to use it by paying the monthly service charge(s) only. The Cost Proposal pricing should be based on per unit cost and as specified on the Cost Proposal Form (monthly access charge, per MB in the tiered levels, etc.) We are not looking for a 1 time, complete price that covers everything. See more on this in Q&A #59.

VENDOR QUESTION #41 -

We have a general comment related to questions 4 and 5 on the Basic / Mandatory Section. These two requirements deal with the gathering of what we call diagnostic data. We have more than 50 issued and pending patents regarding the gathering of diagnostic data via OBDII and the transmission of that data wirelessly.

Note - These 2 items added by the Commonwealth Buyer:

4.) Vehicle telematics minimum requirement:

- a) Engine default / check engine light notifications.
- b) Idle time reporting.
- c) Engine hour usage.
- d) Email notification for rapid vehicle speed deceleration that could indicate that the Fleet vehicle has been involved in an accident.
- e) Please note that the Vendor will be required to include pricing for OBDII and CAN Bus systems (these are mechanical terms in that both are how a vehicle 'communicates' to a PC. OBDII for gas engines, CAN for diesels).

5.) Ability to gather mileage 'usage' data via daily and monthly reports and electronic files to include location and mileage reading / inventory capabilities via reporting pings to allow for accurate vehicle tracking. Minimum of once a month vehicle mileage reporting capabilities.

COMMONWEALTH ANSWER #41 -

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After a lengthy discussion regarding the potential liability involved in disabling a vehicle's starter or ignition system, item a above is being moved to the Optional Item section. (Refer to Attachment C.)

With regard to Item #4 e above, Vendors should be aware of any patent, copyright, or other legal issues that may affect their ability to meet this.

VENDOR QUESTION #42 -

Question 17 in the Mandatory Requirements Section refers to mapping including Google mapping. Google maps are provided by Google, but the data comes from other companies. Does the Commonwealth require Google branded mapping or can equivalent street, hybrid, and satellite mapping be provided?

COMMONWEALTH ANSWER #42 -

The Commonwealth does not require Google branded mapping but does require mapping that is user friendly. This will be further discussed and demonstrated during the Oral Presentation / Demonstration phase.

VENDOR QUESTION #43 -

Could you please add more detail to Question 22 in the Mandatory Requirements Section. We are unclear about the requirement.

COMMONWEALTH ANSWER #43 -

Please refer to Q&A #7 above for more on this item.

VENDOR QUESTION #44 -

Question 2 in the Mandatory Requirements Section refers to web based software and then Question 3 on the Optional Section appears to refer to an application hosted by the Commonwealth rather than web based. Is the question designed to determine if the Vendor has both a web based and server based offering?

COMMONWEALTH ANSWER #44 -

No. Please refer to Q&A #8 above for more on this item. Due to security reasons, COT must review the Vendor's security policies. A Memorandum of Understanding (MOU) between the Commonwealth and the Vendor may be necessary at some future point regarding this issue. The optional item is primarily to gather information as to what a Vendor would charge if COT were to host it vs. the Vendor.

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VENDOR QUESTION #45 -

From Section 10, Item #17 - 'GPS Mapping to include Google Mapping.' What is the requirement to include Google Mapping? Can another Mapping software be substituted?

COMMONWEALTH ANSWER #45 -

Yes, other Mapping software may be substituted. Please refer to Q&A #42 above for more on this item.

VENDOR QUESTION #46 -

Regarding Section 30.060, Item # 19 - '...If the Commonwealth does install the units, the Vendor shall provide free installation and training as needed and requested.' Please clarify the Commonwealth's expectation regarding Installation and Training.

COMMONWEALTH ANSWER #46 -

Fleet Management will perform all GPS installations on their Fleet vehicles. Other users of the Master Agreement may elect to have the Vendor install the GPS units. This would be at an additional unit cost however. Fleet Management is requesting sufficient time to be trained on the installation and operation of the GPS units (for a follow-on train-the-trainer type program). This would consist of approximately 5 Fleet Management personnel (currently all ASE Certified Master Mechanics) in one (1) location (Fleet Management in Frankfort, KY). It is anticipated that this installation training could be accomplished in under one (1) hour. This training time is to be included at no extra charge.

VENDOR QUESTION #47 -

From Section 10.050 Estimated Schedule - When would the Purchase Order for the first round of units be executed? When is the expected installation date for the first round of installations?

COMMONWEALTH ANSWER #47 -

For State Agency purchases, both of these dates are yet to be determined. Again, the purchases are dependent on the GPS unit cost, Agency needs, and their budget.

For sales to the Local Governments, Schools and Universities, purchase orders could be received as soon as you contact them (after award of the Master Agreement) and

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they submit one, realizing that they may be under similar constraints as are the State Agencies.

VENDOR QUESTION #48 -

From Section 30.040 Software Development - How would any software developed or modified for the Commonwealth be held? Escrow? Would the Commonwealth pay for the escrow services and account?

COMMONWEALTH ANSWER #48 -

Yes, the software would be held in escrow. The Vendor would be responsible for paying for the escrow services and account.

VENDOR QUESTION #49 -

From Section 30.050 License Agreements - Would the Commonwealth pay for the escrow services and account?

COMMONWEALTH ANSWER #49 -

No. The Vendor would be responsible for paying for the escrow services and account.

VENDOR QUESTION #50 -

From Section 30.060 GPS Specifications - Inventory - Are manual 'Pings' the only acceptable method for inventory verification if another method is available?

COMMONWEALTH ANSWER #50 -

Fleet Management is agreeable to accepting reports by exception. This would work as long as the Vendor is capable of generating a report to accomplish the requirement, i.e. to do the monthly odometer reading. There potentially could be instances where Fleet Management would need to generate a 'ping' sooner than the one (1) hour 'ping', i.e. in order to locate a particular vehicle in an emergency in the case of a stolen vehicle.

VENDOR QUESTION #51 -

Vehicle telematics - Check engine light notifications - Do you require only light status (on / off) or actual trouble code notifications?

COMMONWEALTH ANSWER #51 -

Fleet Management would prefer to have the trouble codes if available. Please refer to

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Q&As #33 and #41 for more on this.

The following questions were received after the 3:00 PM Jan 6th Vendor question deadline but are able to be included in this Modification.

VENDOR QUESTION #52 -

The face of the RFP asks for a Vendor Customer Number / FEIN Number. Are these required by all Bidders and if so, where do we register for one?

COMMONWEALTH ANSWER #52 -

The Federal Identification Tax Number (FEIN) is what was assigned to you when your company was initially established. The Vendor Customer number (VC / VS if registration was completed online) is assigned by the Finance Cabinet. Vendors do need to have an FEIN on the front page of the RFP document. Having the VC (or VS if you registered online) number is helpful but not required. The Buyer will need the VC # at the time the Master Agreement is awarded to be able to pull the Vendor from the database into the Master Agreement. Vendors may register for a VC # at the eProcurement website at <https://emars.ky.gov/online/vss/Advantage>, then click on the 'Register' button.

VENDOR QUESTION #53 -

On page 40 of the RFP, it is indicated that all Bidders must submit Revenue Form 10A105, the 'State Vendor Eligibility Request Form.' Does this form have to be submitted by out-of-state bidders? And if so, where is it located? The website address indicated (eprocurement.ky.gov/attachments.htm) does not have that form available, Attachment 5 is the Tax Registration Application, not Revenue Form 10A105.

COMMONWEALTH ANSWER #53 -

All Vendors (in and out of state) must submit the forms. The web link <http://eprocurement.ky.gov/attachments/> does contain Attachment 5 which is the Kentucky Tax Registration Application. The Revenue Form 10A105, State Vendor Eligibility Request Form, is not currently available on the website. Revenue Form 10A105, State Vendor Eligibility Request Form, and the Kentucky Tax Registration

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Application Form 10A100, are being attached to the RFP document as attachments.

VENDOR QUESTION #54 -

Who is the incumbent Vendor that provides these services currently? Or is this a new requirement?

COMMONWEALTH ANSWER #54 -

There is no current Master Agreement / Contract in place for this type of GPS unit / service. The Kentucky Department of Corrections (DOC) is nearing the end of a Master Agreement contract established for them (alone) BUT it has nothing to do with this new Fleet Management RFP. They are two (2) different projects / requirements.

VENDOR QUESTION #55 -

What is the estimated value of this Contract?

COMMONWEALTH ANSWER #55 -

There is no estimated dollar value available at this time. Near future purchases will be impacted by the available State /Agency budget, Agency's needs and priorities, as well as the Vendor's cost for the GPS unit and services, etc. Again, this Master Agreement will be available for all State Agencies to purchase off of as well as for all Local Governments (Cities & Counties), Local School Districts, and all State Universities.

VENDOR QUESTION #56 -

Are you going to provide a list of the Bidder's Conference attendees?

COMMONWEALTH ANSWER #56 -

A list of those Vendors attending the RFP Vendor's Pre Bid Conference is included as an attachment to the Header of the RFP on the website.

VENDOR QUESTION #57 -

I was wondering if it is possible for you to clarify one more thing. Under Section 30.060 - GPS Specifications and Requirements, number 9, "Vendor shall maintain data and report information for one (1) year at which time the information and files shall be forwarded to the Commonwealth for archiving purposes" implies that you are looking for a **Vendor Hosted Solution**. However, under that same section in Optional GPS Items, number 3, "The application shall be hosted by COT and program updates and patches

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shall follow the COT change control process” implies that you are looking to **host the solution yourself**.

COMMONWEALTH ANSWER #57 -

Please refer to Q&As#8 and #44 for more on this issue.

VENDOR QUESTION #58-

Since these GPS units will be based on a lease type arrangement, will the Commonwealth’s vehicle Insurance policy cover them as far as theft, damage, loss?

COMMONWEALTH ANSWER #58 -

The Commonwealth will cover the GPS equipment through the Commonwealth’s Fire & Tornado funds Inland Marine form. This will be similar to how the Commonwealth currently covers the equipment in the Kentucky State Police (KSP) cars and in the emergency response vehicles. Those vehicles are fitted with various pieces of equipment after purchase. If the units are factory installed, then they would be covered under the Master Auto policy.

VENDOR QUESTION #59 -

Does Fleet Management require satellite mapping?

COMMONWEALTH ANSWER #59 -

Yes. Refer to Q&A #42 above.

Those Vendor Questions from the Vendor Pre-Bid Conference begin here:

VENDOR QUESTION #60 -

Are the State representatives here today going to be the members of the GPS RFP Evaluation Committee? Will there be a representative of the Commonwealth Office of Technology (COT) on the Evaluation Committee?

COMMONWEALTH ANSWER #60 -

At this time it is anticipated that the panel members here today (less Ms. Pam Farmer

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from the Department of Insurance) will also be the GPS RFP Evaluation Committee members. There will be a member of COT on the Evaluation Committee.

VENDOR QUESTION #61 -

Reference the Payment and Acceptance portion. What will the Commonwealth use for acceptance - receipt, installation, or something else?

COMMONWEALTH ANSWER #61 -

As Fleet Management will be installing their GPS units, acceptance will be based on the date of physical receipt and visual inspection (for damage, missing parts, etc.) rather than on the actual completion date of the GPS installation. The installation costs will be an optional cost for the Local Governments, Schools, and Universities. Their acceptance will be the same as Fleet Management's.

Please refer to Q&A #30 above for more on this issue.

VENDOR QUESTION #62 -

What sales dollars count towards the \$500,000 EEO limit and do the Vendors need to submit their EEO forms with their RFP Proposal packet?

COMMONWEALTH ANSWER #62 -

With regards to the EEO \$500,000 exemption threshold (see Section 40.145 - Item #1 for more on this), **only those purchases by State Agencies** are included in the dollar figure. Sales to the Local Governments, Schools, and Universities are not included and are not reflected in the \$500,000 reporting threshold.

At this time Vendors are **NOT REQUIRED** to submit their EEO forms with their RFP Proposal. After the award of the Master Agreement and Vendor GPS sales approach the \$500,000 threshold limit, then the awarded Vendor will be required to complete and submit their EEO paperwork.

VENDOR QUESTION #63 -

The Department of Corrections (DOC) currently has a contract for approximately 129 GPS units. At the end of their Contract in February 2009, would they be the initial agency to receive GPS units under this new Master Agreement?

COMMONWEALTH ANSWER #63 -

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It is unknown at this time if they would be the first Agency to purchase GPS units off of this Master Agreement. This, along with all other Agency purchases, will be dependent on the cost of the units and the monthly services, as well as what amount in their budget they have to support these needs. Again, at this point there is no guarantee who will purchase them first or how many will be purchased by any State Agency.

As a note - this new GPS RFP has nothing to do with the current Department of Corrections (DOC) GPS Contract or the RFP process that it went through. This RFP is to meet a new need for Fleet Management. At a future point Department of Corrections (DOC) may elect to buy off of this Master Agreement.

Please refer to Q&A #2 above for more information on this.

VENDOR QUESTION #64 -

The State did a Pilot program last summer. Were there any reports done or data collected? What were the results of it? Who was the Vendor that did the Pilot?

COMMONWEALTH ANSWER #64 -

There was not any data per se collected. It did allow Fleet Management the opportunity to see what technology is out in the market place as well as what changes have occurred in the industry. The Pilot program did not dictate what Fleet Management is asking for. The Pilot was with Webtech and was separate from the Department of Corrections (DOC) current Contract. The intent was to see how the product worked, i.e. how the geo-fencing and breadcrumbing worked, the ease of installing the unit, how hard it would be to train the Fleet Management staff to install it,

VENDOR QUESTION #65 -

Will the solution that Fleet Management selects be fully owned and operated by the Commonwealth or will Fleet Management be using an existing technology that is already serving other customers?? If the Vendor 'enhances' their software during the Master Agreement period, would this then be owned or become the property of the Commonwealth? This refers back to Section 30.040 of the RFP.

COMMONWEALTH ANSWER #65 -

Fleet Management would like to use an existing off-the-shelf system / software. There is no intent to have a Vendor develop something unique to meet Fleet Management's needs. As to the ownership, the Vendor will own the software and any enhancements. The Commonwealth will require access (through reporting) to the data collected. Fleet

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Management will also require that this data be available for historical purposes either through the Vendor (for the current year's data), or by Fleet Management (after the data has been archived.) This way Fleet Management could retrieve old data should it be necessary.

Please refer to Q&A #48 above for more information on this.

VENDOR QUESTION #66 -

The RFP addresses coverage - 70% by geographic and 80% by population. Are we talking about the wireless data coverage or the GPS satellite coverage? (Note - this refers back to Section 30.060, Item #21 of the RFP.)

COMMONWEALTH ANSWER #66 -

This is in reference to the cellular coverage. For this RFP, Vendors should use a single cell mode as the base and then be able to price a dual cell mode as an optional item for those specific occasions that it may be needed.

Please refer to Q&A #48 above for more information on this.

VENDOR QUESTION #67 -

Is it determined how many vehicles will require a dual mode with satellite and how many would require cell only.

COMMONWEALTH ANSWER #67 -

Not at this time. Refer to Q&A #58 for more information on this.

VENDOR QUESTION #68 -

What is the difference between GPS geographic coverage and GPS state population coverage or cellular geographic coverage and cellular state population coverage? This may be more something that a telecom could answer.

COMMONWEALTH ANSWER #68 -

Please refer to Q&As #13 and #39 above for more information on this.

VENDOR QUESTION #69 -

Regarding billing. Will you require a single bill or will you accept single bills, one from

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the wireless provider and the other from the GPS Vendor.

COMMONWEALTH ANSWER #69 -

Please refer to Q&A #11 above for more information on this.

VENDOR QUESTION #70 -

The section on Email notifications - tampering, disconnection of device, vehicle accidents. Some of these types of things could require instant notification. This would imply that the system could run without power and transmit that event and that this would then require a battery backup requirement. Is the State asking for a battery back-up or would you accept a time delay until such time as a notification could be sent through the normal system?

COMMONWEALTH ANSWER #70 -

Fleet Management is not requiring instant notification. In most cases, Fleet Management is looking for a notification as a prompt that something may not be normal and may necessitate further investigation, i.e. if a vehicle has not moved for a week, vehicles that are out of coverage for extended periods of time, etc. At this time, it is not required that a Vendor provide tamper detection although this could become an optional item during the life of the Master Agreement.

VENDOR QUESTION #71 -

In the initial part of the RFP it mentions about license agreements, insurance, software escrow, performance bonds. Are these things absolute requirements? If a Vendor can't provide them is the Vendor eliminated?

COMMONWEALTH ANSWER #71 -

The software escrow and the performance bond would be required.

Please refer to Q&As #48, #49, #58, and #72 for more information on this.

With how the RFP requirements and specification information have been modified and clarified reference the software and licensing, this may be more of a moot point now as far as if a Vendor would be considered non-responsive.

VENDOR QUESTION #72 -

Is Fleet Management looking for a server-based or a client-based system?

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COMMONWEALTH ANSWER #72 -

Fleet Management is looking for a server-based system. The Commonwealth Office of Technology (COT) would require a review of the Vendor's system to ensure that it could provide adequate security should there be instances where an Agency may not want their GPS data available to the public on the web, i.e. when transporting prisoners from one location to another.

VENDOR QUESTION #73 -

Who controls the assignment of user accounts?

COMMONWEALTH ANSWER #73 -

Fleet Management would control the assignment of user accounts to other State users with the exception of the Kentucky State Police (KSP). Fleet Management would be able to review all other account user's information. Other Agency users would only be able to review their own data. The Kentucky State Police (KSP) would control their own internal account assignments. For those GPS units sold to the Local Governments, Schools, and Universities, assignment of accounts may be done either by the Vendor or the ordering user.

VENDOR QUESTION #74 -

For purposes of bidding on this RFP, is there an estimated # of GPS units that would be purchased? It would be helpful to the Vendor to have a number to use in developing their Cost Proposal information that would be level to all Vendors submitting a Proposal.

COMMONWEALTH ANSWER #74 -

In order to aid in having Vendors all provide their Cost Proposal data on a similar quantity, it is requested that Vendors use the **PLANNING quantity of 100 GPS units** for the initial three (3) year term of the Master Agreement. But Vendors are strongly advised that THERE IS NO GUARANTEE that 100 units will actually be purchased during the life of this Master Agreement. This quantity is strictly to aid the Vendor and to level the Vendor playing field when submitting their RFP Cost Proposal.

Please refer to Q&As #20 & #40 above for more information on this.

VENDOR QUESTION #75 -

Would the Commonwealth consider using tiered pricing?

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COMMONWEALTH ANSWER #75 -

Yes. The **NEW Cost Proposal Form and the Optional Item Cost Sheet (see Attachments B & C** for more details on this) have been modified to allow for tiered pricing **AFTER** the award of the Master Agreement. **The quantity level for the evaluation of the Cost Proposal shall be based on a quantity of 100 GPS units.** The pricing information (**which WILL NOT BE EVALUATED**) for the following quantity levels will be listed on the Optional item Cost Sheet (Attachment C):

1 - 50 units
51 - 100 units
101 - 250 units
251 - 500 units
501 - 1,000 units.

The Commonwealth is attempting to level the playing field by using the 100 GPS units as a standard amount. It will be an assumption that pricing will be the same from 1 to 100 GPS units for both hardware and service costs.

The Commonwealth also reserves the right to negotiate the price should an Agency need to buy in a single buy higher quantities (i.e. Fleet Management needs to order 200 units at 1 time). This discount may apply to only the hardware, the monthly service, or to both.

In order for the Commonwealth to achieve the best possible pricing, initially as well as throughout the life of the Master Agreement, tiered pricing levels will be used. This will allow for pre-determined lower pricing or charges as a 'reward' for having higher volume levels. This new pricing could apply to just new orders from that point on (within that tier level) or could perhaps be retroactive to GPS unit #1. I.e. assuming no optional items are needed, from 1-100 units (whenever they are bought) might mean \$50 per unit and \$10 a month service charge. When we go over the preset level of 500 CUMULATIVE units it would drop to \$49.75 / \$9.95, when the 1,000 total GPS unit level has been reached pricing might be \$49.60 / \$9.90 and so on. This is where the tier table would be used on the Optional Item Cost Sheet (see Attachment C).

VENDOR QUESTION #76 -

How will the Cost Proposal item of cost per mega byte be used? From what has been discussed, a cost per mega byte will not be sufficient to allow for several different prices for the items required - GPS unit, options, installation, etc.

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COMMONWEALTH ANSWER #76 -

Correct. The Cost Proposal form has been modified and will request additional pricing for separate items as have been discussed. **Please refer to the Cost Proposal form at Attachment B** as well as to Q&As #18 & #19 above for more information on this.

VENDOR QUESTION #77 -

If for some reason the selected Vendor could not complete the terms and requirements of the Master Agreement would the Commonwealth go back and select Vendor #2 to complete the Master Agreement?

COMMONWEALTH ANSWER #77 -

No. In this case, it would be rebid through a new RFP to determine who the new Vendor would be.

VENDOR QUESTION #78

Does the Commonwealth have any concerns about cutting the ignition on a vehicle?

COMMONWEALTH ANSWER #78 -

Please refer to Q&A #41 above for more information on this.

VENDOR QUESTION #79 -

Does the State currently use any kind of RFID card system?

COMMONWEALTH ANSWER #79 -

No, not to our knowledge.

VENDOR QUESTION #80 -

There is reference to several optional items but that they are not part of the RFP Proposal evaluation. How will they be evaluated?

COMMONWEALTH ANSWER #80 -

The optional items (listed on Attachment C) **WILL NOT BE PART** of the Cost Proposal (Attachment B) evaluation process. These costs are requested only for information purposes and that at some future point during the awarding of the Master Agreement,

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these items could then be added to the base (mandatory) items so that Agencies / users could choose them knowing what their extra cost would be. Again, there is no guarantee that any of these optional items would be purchased but the Commonwealth wants to be prepared should any of the items need to be purchased.

These costs will be included in the Cost Proposal portion (vs. the Technical Proposal portion) but will be separated from the Costs that are evaluated. Vendors should enter their optional cost items and prices on Attachment C - Optional Item Cost Sheet.

VENDOR QUESTION #81-

Have we considered giving any weight to Kentucky-based Vendors?

COMMONWEALTH ANSWER #81 -

Not at this time. Kentucky does not have a preference law at this time that would allow for this.

Please make sure to print off, read, sign, and submit (with your RFP Proposal) all Modifications to ensure that you have the latest information regarding the Fleet Management Vehicle GPS Specifications and Requirements.

Section 10.050 - Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and award of the Master Agreement. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

(Note: all times are local / Eastern time).

Release of the RFP to the eProcurement website.	Friday, Dec 12, 2008 NLT 4:30 PM
Initial Vendor Written Questions due to the Commonwealth Buyer.	Tues, Jan 6 th , 2009 NLT 3:00 PM

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Vendor's Pre-Bid Conference Location: LRC Conference Room 111, New Capitol Annex, 702 Capitol Avenue, Frankfort, KY 40601.	Wed, Jan 7, 2009 1:00 - 3:30 PM
Release to the eProcurement website the Commonwealth's Responses to the initial Vendor Written Questions as well as the Vendor Pre-Bid Conference Questions / Comments.	Wed, Feb 4, 2009 NLT 4:30 PM (or earlier)
Follow-on Vendor Written Questions due to the Commonwealth Buyer.	Tues, Feb 10, 2009 NLT 3:00 PM
Release to the eProcurement website the Commonwealth's Responses to the follow-on Vendor Written Questions.	Fri, Feb 13, 2009 NLT 4:30 PM
RFP Proposal Closing Date & Time	Wed, Feb 25, 2009 NLT 3:30 PM
Initial Review of RFP Proposals by Buyer	Thurs - Mon, Feb 26 - Mar 2, 2009
RFP Proposals reviewed by Evaluation Committee	Tues - Thurs, Mar 3 - 5, 2009
Vendor Oral Presentations / Demonstrations	TBD - tentatively Tues - Wed, Mar 10 & 11, 2009
RFP Proposal Evaluation Committee Finalizes Scoring	Thurs & Fri, Mar 12 & 13, 2009
Commonwealth Buyer prepares Master Agreement	Mon - Tues, Mar 16 - 17, 2009
Commonwealth Buyer finalizes, receives approval, and forwards the Master Agreement to the Vendor.	Tentatively week of Mar 16, 2009.

MODIFICATION #1 (JANUARY 21, 2009) -

This Modification EXTENDS the RFP Closing Date and Time from Thursday, January 22, 2009, at 4:00 PM until Thursday, February 12, 2009, at 3:30 PM (local

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time).

Modification #2 will be issued in the next few days. This Mod will contain the initial and Vendor Pre-Bid Conference Questions and the Commonwealth Responses. It will also contain a new Calendar of Events for the remaining portion of this RFP.

Please make sure to print off, read, sign, and submit (with your RFP Proposal) all RFP Modifications to ensure that you have the latest information regarding the Fleet Management GPS RFP Specifications and Requirements.

COMMONWEALTH OF KENTUCKY

REQUEST FOR PROPOSAL (RFP)

FOR

FAC DIVISION OF FLEET MANAGEMENT VEHICULAR GLOBAL POSITIONING SYSTEM (GPS) REQUEST FOR PROPOSAL (RFP) # 758 0800001566

DECEMBER 15, 2008

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ISSUED BY
THE FINANCE AND ADMINISTRATION CABINET (FAC)
ON BEHALF OF THE
FAC DIVISION OF FLEET MANAGEMENT

COMMONWEALTH BUYER:
MICHAEL B. GUSTAFSON, CPPO, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES (OPS)
ROOM 096 NEW CAPITOL ANNEX
702 CAPITOL AVE
FRANKFORT KY 40601
(502) 564-5945
Fax: (502) 696-3832
mike.gustafson@ky.gov

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SECTION 10 - ADMINISTRATIVE OVERVIEW

Section 10.000 - Purpose

This Request for Proposal (RFP) is being issued with the purpose of requesting that a Vendor provide Global Positioning Service (GPS) tracking services to the Commonwealth's Fleet of vehicles for all aspects including safety, maintenance, gathering usage (i.e. vehicle mileage) data, vehicle breakdown locations, dispatching, inventory purposes, etc.

Section 10.010 - Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet (FAC), Office of Procurement Services (OPS), is issuing this Request For Proposal (RFP) on behalf of the Finance and Administration Cabinet's (FAC) Division of Fleet Management. The Finance and Administration Cabinet (FAC) is the only office authorized to change, modify, amend, alter, or clarify the Specifications, Requirements, Terms and Conditions of this RFP.

A Master Agreement, based on this RFP, may or may not be awarded. Any Master Agreement awarded from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

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Section 10.020 - Restrictions on Communications

From the issue date of this RFP until a Vendor is selected and the selection is announced, Vendors shall not be allowed to communicate with any Commonwealth Staff concerning this RFP except:

- The Commonwealth Buyer stated in this RFP;
- Commonwealth representatives during the Vendor Pre-Bid Conference; or
- Via email or written questions submitted to the Commonwealth Buyer.

The Vendor SHALL NOT communicate with any Commonwealth staff member concerning this Request For Proposal (RFP) / Solicitation except for the Commonwealth Buyer of the Finance and Administration Cabinet.

For violation of this restriction on communications to others instead of the Commonwealth Buyer, the Commonwealth shall reserve the right to consider the RFP Proposal of the offending Vendor non-responsive. This provision does not preclude Vendors who presently hold Master Agreements or Contracts with the Commonwealth from communicating with State Agencies regarding these existing Master Agreements or Contracts ONLY.

All communications concerning this procurement **shall be in writing** and sent by E-mail (preferred method), US Postal Service regular or express mail, regular or overnight delivery service (i.e. UPS, FedEx, RPS, or Airborne Express), or faxed to the Commonwealth Buyer listed below:

COMMONWEALTH CONTACT INFORMATION:

MIKE GUSTAFSON, CPPO, CPPB

Strategic Procurement Specialist II
Office of Procurement Services (OPS)
Finance and Administration Cabinet
Room 096 New Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3448
Phone #: (502) 564-5945
Main Office Phone #: (502) 564-4510
Genifax Desktop #: (502) 696-3832
Office Fax #: (502) 564-1434

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E-mail: mike.gustafson@ky.gov

In an effort to ensure timely answers on Specification / Requirement questions, Vendors may email the questions to the Commonwealth Buyer. No answers will be provided over the phone regarding the Specifications or Requirements. Questions and answers to these questions will be issued to the website in an RFP Modification to ensure timely notification to all concerned Vendors. Please watch the website for all future Modifications.

The Commonwealth Buyer will also email a pdf copy of the RFP and any follow-on Modification(s) to those interested Vendors who provide their current email address. This will be in addition to the email(s) provided by the eProcurement email notification system.

Section 10.030 - Request For Proposal (RFP) Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

Award, Contract, MA, or Master Agreement

Contractor, Offeror, Proposer, Provider, or Vendor

Buyer, Commonwealth Buyer, Contract Administrator, Contract Officer, or Purchaser

Bid, Offer, Procurement, Proposal, Request For Proposal, RFP, or Solicitation

COK, Commonwealth, Commonwealth of Kentucky, or State

Fiscal Year will be defined as the Commonwealth's fiscal year of July 1 through June 30

Biennium will be defined as the Commonwealth biennium of July 1 of each even numbered year through June 30 of the next even numbered year

Section 10.040 - Request For Proposal (RFP) Organization

This RFP is organized in the following manner:

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Section 10 - Administrative Overview - General information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 20 - Present System Summary - Summary information on the history of the program and the current system of operation.

Section 30 - Scope of Work - Description of tasks to be performed, Vendor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40 - Terms and Conditions - Terms and Conditions under which the Vendor shall perform this Master Agreement.

Section 50 - Procurement Process and Requirements - Procurement requirements and general format and submission requirements.

Section 60 - Technical Proposal Evaluation - Technical evaluation criteria.

Section 70 - Cost Proposal Evaluation - Cost evaluation criteria.

Section 80 - Oral Presentations / Demonstrations - General requirements and proposal evaluation criteria for oral presentations / demonstrations.

Section 90 - Negotiations - Elements of the RFP that may be negotiable.

Section 100 - Ranking of proposals and award of Master Agreement.

This RFP and any Modification or Addenda thereto shall become part of the Master Agreement with the successful Vendor. It shall be incorporated into the Master Agreement by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Section 10.050 - Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and award of

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the Master Agreement. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

(Note: all times are local / Eastern time).

(THIS IS UPDATED WITH MODIFICATION #2)

Release of the RFP to the eProcurement website.	Friday, Dec 12, 2008 NLT 4:30 PM
Initial Vendor Written Questions due to the Commonwealth Buyer.	Tues, Jan 6 th , 2009 NLT 3:00 PM
Vendor's Pre-Bid Conference Location: LRC Conference Room 111, New Capitol Annex, 702 Capitol Avenue, Frankfort, KY 40601.	Wed, Jan 7, 2009 1:00 - 3:30 PM
Release to the eProcurement website the Commonwealth's Responses to the initial Vendor Written Questions as well as the Vendor Pre-Bid Conference Questions / Comments.	Wed, Feb 4, 2009 NLT 4:30 PM (or earlier)
Follow-on Vendor Written Questions due to the Commonwealth Buyer.	Tues, Feb 10, 2009 NLT 3:00 PM
Release to the eProcurement website the Commonwealth's Responses to the follow-on Vendor Written Questions.	Fri, Feb 13, 2009 NLT 4:30 PM
RFP Proposal Closing Date & Time	Wed, Feb 25, 2009 NLT 3:30 PM
Initial Review of RFP Proposals by Buyer	Thurs - Mon, Feb 26 – Mar 2, 2009
RFP Proposals reviewed by Evaluation Committee	Tues - Thurs, Mar 3 – 5, 2009
Vendor Oral Presentations / Demonstrations	TBD - tentatively Tues - Wed, Mar 10 & 11, 2009

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RFP Proposal Evaluation Committee Finalizes Scoring	Thurs & Fri, Mar 12 & 13, 2009
Commonwealth Buyer prepares Master Agreement	Mon - Tues, Mar 16 - 17, 2009
Commonwealth Buyer finalizes, receives approval, and forwards the Master Agreement to the Vendor.	Tentatively week of Mar 16, 2009.

Section 10.060 - Vendor Pre-Bid Conference

The Finance and Administration Cabinet (FAC), Office of Procurement Services (OPS), will host a Vendor **Pre-Bid Conference on Wednesday, January 7, 2009, at 1:00 PM, in the Legislative Research Commission (LRC) Conference Room, Room 111, 1st Floor of the New Capitol Annex, 702 Capitol Avenue, Frankfort, KY, 40601.** This Conference allows prospective Vendors an opportunity to ask questions regarding the RFP Specifications and Requirements, as well as the RFP / Solicitation process and procedures. This Conference provides the Vendor the only opportunity to ask oral questions. **Attendance is optional, however attendance is strongly encouraged. Vendors are also encouraged to submit WRITTEN questions (via E-mail is preferred) to the Commonwealth Buyer prior to the Conference. Initial questions should be submitted by 3:00 PM, Tuesday, January 6, 2009, in order to be addressed at the Vendor Pre-Bid Conference.** Oral answers provided at the Vendor Pre-Bid Conference or oral statements made at any other time by any member of the Commonwealth's staff are not binding on the Commonwealth. The Request For Bid (RFB) / Solicitation Modification, issued after the Pre-Bid Conference, will contain the initial written Vendor questions as well as those questions and comments from the Pre-Bid Conference together with the Commonwealth Response for each. This information will be available to all interested Vendors through the e-Procurement Website as a modification to the Request For Proposal (RFP) / Solicitation.

Please RSVP (by email is preferred) no later than 3:00 PM, Tuesday, January 6, 2009, by emailing the Commonwealth Buyer, Mike Gustafson, at mike.gustafson@ky.gov to respond if you will attend the Vendor Pre-Bid Conference and the number of people from your company attending. This information is requested to ensure a sufficient number of hand-outs are available as well as to ensure the Conference area is large enough to accommodate all those attending.

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Section 10.070 - Questions Regarding this RFP

In addition to the opportunity to present oral questions at the Vendor Pre-Bid Conference, Vendors are encouraged to submit written questions pursuant to the Schedule of Events as listed in Section 10.050 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email (preferred method) at mike.gustafson@ky.gov or via fax at 502-696-3832. No questions shall be accepted after the date for final questions as listed in Section 10.050. Oral questions shall not be accepted at any time other than the Vendor Pre-Bid Conference. The Commonwealth shall respond to all salient questions in writing by issuing a Modification to the RFP. This Modification shall be posted to the Commonwealth's e-Procurement web page.

Section 10.080 - Access to RFP and Modifications / Addenda

The Commonwealth wants each prospective Vendor to have full and complete information on which to base a Proposal Response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by Vendors in preparing this Proposal Response.

Once at the **e-Procurement Directory**, follow the instructions below to locate the RFP and any Modifications / Addenda:

The RFP and Attachments, and any Addenda shall be posted to the e-Procurement Directory [at https://eprocurement.ky.gov](https://eprocurement.ky.gov)

It is the Vendor's responsibility to assure they have obtained copies of all information and forms.

Directions to the FAC OPS eProcurement website which has the RFP on it:

Go to <http://eprocurement.ky.gov>

At the below link, click in the blue Vendor Self Service box (like the below) and THEN click on Public Access when it opens.

[Click above image to enter the Vendor Self Service application.](#)

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Then click on 'Public Access'.

Then click on 'Business Opportunities'

Then 'Search for Solicitations'

Then type in ***GPS*** in the Description search window (note – the asterisks refine the search to those Bids with GPS in the title). This is a shortcut to get you right to the RFP without having to look through all of the other Bids.

Then click on the RFP #. **RFP 758 0800001566.**

Once it opens, click on the 'pdf' and / or 'attachments' boxes in somewhat upper left & right corners to view and / or save the document.

Notice to Vendors:

Vendors are cautioned that changes made to the RFP other than in the designated fields for response shall render the RFP Response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the RFP. RFP Responses that include terms and conditions not in conformity with the terms and conditions of the RFP as issued or the Statutes of the Commonwealth of Kentucky may be rejected or considered non-responsive.

In the event of any conflict or variation between the RFP or Modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.

Section 10.085 - Notification of Award of Master Agreement

To view the Award of Master Agreement date and the Vendor receiving the Master Agreement for this RFP, access the **E-Procurement Directory** at <http://eprocurement.ky.gov>. At **eMars Browse Bid Opportunities**, select **PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS**. Go to **STATUS** and select, using the drop down menu, **AWARDED**. It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the

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results of an Award of Master Agreement will be provided.

Section 10.090 - Additional Requirements

Vendors should review and comply with the general bidding requirements listed under ‘**Laws, Policies, and Procedures**’ and ‘**Standard Attachments and General Terms**’ located on the eProcurement Web page at <https://eprocurement.ky.gov/attachments.htm>

END OF SECTION 10

SECTION 20 - BACKGROUND AND PRESENT SYSTEM SUMMARY

Section 20.000 - Summary of Fleet Management’s Needs

The Division of Fleet Management **does not** currently have a GPS system in place. The current Fleet Management (FM) data gathering process requires approximately one hundred and forty-six (146) users to gather vehicle usage data (odometer readings) on approximately 5,200 Fleet vehicles. The data is then sent to agency vehicle administrators via mail, email, or telephone. Once received, the data is manually entered into a web-based application for processing. This takes many personnel hours to accomplish. Fleet Management has the overall responsibility to oversee approximately 5,200 Fleet vehicles. Current odometer readings are reported each month to Fleet Management for internal billing purposes.

Fleet Management performs an annual inventory of all Fleet Management vehicles. This takes one (1) week with users driving their vehicles to pre-designated locations around Kentucky for inventory. It also requires numerous administrative personnel to conduct the inventory.

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Fleet Management manages or performs the maintenance on the State Motor Pool. The Fleet Management Motor Pool leases vehicles for short trips. Accident notification and data gathering is initiated by the user Agency. Fleet Management has any Fleet vehicle repairs performed.

Fleet Management's vehicle Fleet of 5,200 vehicles is comprised of makes and models from the Manufacturer's model years 1996 - 2009. The Commonwealth is requiring a stand alone unit that may be transferred from vehicle to vehicle as new models are purchased. Those vehicles that Fleet Management or other Agencies, or that Local Governments, Schools, and University's purchased through use of the State's Fleet Vehicle Master Agreements, include the below makes and models:

CHEVROLET:

Aveo
Cobalt
Impala
Lumina
Malibu

Astro Cargo Vans
Astro Passenger Van
Express Cargo Van
Express 10-12 Passenger Van
Uplander Passenger Van
Uplander Cargo Vans
15 Passenger Van

Blazer
Trailblazer
Tahoe
Suburban

S-10 Pick-up
Colorado Pick-up
1500 Silverado Pick-up
2500 Silverado Pick-up
3500 Silverado Pick-up

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CHRYSLER / DODGE / JEEP:

300

Avenger

Charger

Sebring

Stratus

Caravan

Grand Caravan

Caliber

Cherokee

Commander

Compass

Durango

Grand Cherokee

Liberty

Nitro

Patriot

Wrangler

Dakota

Ram 1500 Pick-up

Ram 2500 Pick-up

Ram 3500 Pick-up

FORD:

Crown Victoria

Focus

Freestyle

Fusion

Mustang

Taurus

Taurus X

Aerostar Passenger Van

Econoline Cargo Van

Econoline 10-12 Passenger Van

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Freestar Passenger Van
Windstar Passenger Van
15 Passenger Van

Edge
Escape
Explorer
Expedition
Excursion

Ranger Pick-up
F-150 Pick-up
F-250 Pick-up
F-350 Pick-up
F-450 Truck

HONDA:

Civic
Insight

TOYOTA:

Camry
Prius

END OF SECTION 20

SECTION 30 - SCOPE OF WORK

Section 30.000 - Commonwealth Information Technology Forms

The Vendor and any subcontractors shall be required to adhere to and sign all applicable Commonwealth policies and standards related to technology use and

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security.

Section 30.010 - Compliance with Commonwealth IT Enterprise Architecture and Standards

The Commonwealth IT Enterprise Architecture and Standards reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from this RFP. Web link is at <http://cot.ky.gov/policies/>.

Section 30.020 - Compliance with Commonwealth Security Standards

The software deployment and all Vendor services shall abide by security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.
Enterprise Policies - <http://gotsource.ky.gov/dscgi/ds.py/View/Collection-1450>
SPPM - http://www.gotsource.net/dscgi/ds.py/Get/File-563/GOT-067._Final.doc

Section 30.030 - Privacy, Confidentiality, and Ownership of Information

The FAC Division of Fleet Management (FM) is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by State or Federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor shall provide sufficient security to protect the Commonwealth and FAC Division of Fleet Management (FM) data in network transit, storage, and cache.

Section 30.040 - Software Development

Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth.

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Section 30.050 - License Agreements

Software provided by the Vendor to the Commonwealth shall contain a provision for perpetual licensing with all upgrade options. The agreements shall also contain a provision for maintaining a version of the software in escrow in the event the Vendor is unable to continue the business for financial or other business reasons.

Section 30.055 - Identity Theft Prevention and Reporting Requirements

In the delivery and / or provision of Information Technology hardware, software, systems, and / or services through a Master Agreement established as a result of this Request For Proposal, the Vendor shall prevent unauthorized access to 'Identity Information' of Commonwealth citizens, clients, constituents, and employees. 'Identity Information' includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following items of information:

- 1) Social Security Number (SSN)
- 2) Driver's License Number
- 3) System Access ID's and associated passwords
- 4) Account Information such as account number(s), credit / debit / ProCard number(s), and / or passwords and / or security codes.

The Vendor shall also immediately notify the contracting agency, the Office of Procurement Services (OPS), and the Commonwealth Office of Technology (COT) upon learning of any unauthorized breach, access, theft, or release of Commonwealth data containing 'Identity Information.'

For even a single known violation of these Identity Theft Prevention and Reporting Requirements, the Vendor agrees that the Commonwealth may terminate for default the Master Agreement and may withhold payment(s) owed to the Vendor in an amount sufficient to pay the cost of notifying Commonwealth customers of unauthorized access or security breaches.

Section 30.060 - GPS Specifications and Requirements

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The FAC Division of Fleet Management (FM) is requesting a Global Positioning System (GPS) that will allow them to accomplish several activities as stated below.

Listed below are the Fleet Management requirements for a statewide GPS equipment tracking system.

**600 to 5,200 units to 11,000 units
3 years - 5 years**

The Division of Fleet Management (FM) is requesting that the Vendor consider the following as mandatory requirements for this RFP. The Vendor MUST be able to meet and / or provide these services / activities:

NOTE TO VENDOR:

SHOULD YOU FIND ANY INCONSISTENCIES, ERRORS, CONCERNS, ISSUES, OR UNCLEAR ITEMS, PLEASE EMAIL THE COMMONWEALTH BUYER PRIOR TO THE RFP CLOSING DATE FOR CLARIFICATION. Answering these issues prior to the RFP Closing date and time is much better for all concerned than to deal with them after the RFP Closing time when very little can be done to clarify the situation.

The following list of Specifications and Requirements pertain to the Global Positioning System (GPS):

Summary - It is anticipated that Fleet Management may purchase / lease approximately 1,000 units per year (dependent on unit cost and current and future budgeting). This is not a guarantee at this point but is anticipated. There is POTENTIALLY approximately 11,000 State-wide Fleet and non-Fleet vehicles that could utilize the GPS system. There is also potential for many of the Local Governments, School Districts / Systems, and Universities to purchase the GPS units for their Fleet vehicles.

FLEET MANAGEMENT (FM) REQUIREMENTS FOR STATEWIDE GLOBAL POSITIONING SYSTEM (GPS):

FOR THE BASIC PACKAGE, ALL OF THE BELOW ITEMS ARE MANDATORY AND

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SHALL BE PROVIDED BY THE VENDOR:

- 1.) **Up and down GPS capabilities utilizing cellular or cellular / satellite hybrid equipment with store and forward** technologies.
- 2.) **Web-based** application.
- 3.) **Inventory capabilities** via pings. For example, Fleet Management would like to perform an annual (or monthly) inventory of State Fleet vehicles. Fleet Management would want to be able to click a button to ping all State Fleet vehicles and a location report would then be generated. In the event that some of the State Fleet vehicles are out of GPS range, the system will then generate a report listing the Fleet vehicle tag (or license plate) numbers that did not report. The system will also store and forward the information so that when the Fleet vehicle comes back into range the vehicle location information will be updated and recorded and the report will show that the task has been completed.
- 4.) **Vehicle telematics** minimum requirement:
 - a) Engine default / check engine light notifications.
 - b) Idle time reporting.
 - c) Engine hour usage.
 - d) Email notification for rapid vehicle speed deceleration that could indicate that the Fleet vehicle has been involved in an accident.
 - e) Please note that the Vendor will be required to include pricing for OBDII and CAN Bus systems (these are mechanical terms in that both are how a vehicle 'communicates' to a PC. OBDII for gas engines, CAN for diesels.
- 5.) Ability to **gather mileage 'usage' data** via daily and monthly reports and electronic files to include location and mileage reading / inventory capabilities via reporting pings to allow for accurate vehicle tracking. Minimum of once a month vehicle mileage reporting capabilities.
- 6.) **Secure data backup and recovery** capabilities.

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- 7.) Ability to **locally edit identifiable Fleet vehicle information** such as the Vehicle Identification Number (VIN), serial number (SN), tag (license plate) number, etc. Fleet Management may need to cross reference vehicle information and run reports with different identifiers.
- 8.) Ability to **electronically retrieve** data from a data warehouse environment in a standard data format such as FTP, Excel, Crystal Reports, etc.
- 9.) Vendor shall **maintain data and report information** for one (1) year at which time the information and files shall be forwarded to the Commonwealth for archiving purposes.
- 10.) **Bread crumbing** to be able to see where the Fleet vehicle is and where it has been via web mapping capabilities.
- 11.) Be able to provide a minimum of **24 position reads (pings) per day**, at least one every hour.
- 12.) **Web based interface with the capability to have a 'super' administrator** with the ability to assign Agency administrator rights. For example. Fleet Management can see ALL Fleet vehicles and the Department of Revenue (DOR) can only see their (DOR) Fleet vehicles. Fleet Mgmt is to have the ability to create the levels and views within the system.
- 13.) **Geo-fence capabilities** are to be real time and at no additional charge with email alerts.
- 14.) Speed alert with email notifications.**
- 15.) **Email alert notifications** if system parameters are exceeded or breached in some way - tampering, disconnection of the device, vehicle accident, etc.
- 16.) **Help Desk and technical support** shall be available at a minimum during normal business hours (7:00 AM - 6:00 PM local, EST time), Monday through Friday, excluding State Holidays. Vendor shall provide the Commonwealth with the Help Desk phone number.
- 17.) **GPS Mapping to include Google Mapping.**
- 18.) The Vendor is responsible to make all **GPS unit return arrangements** (to include

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pick-up shipper notification, provide pick-up shipping labels, and payment) for the return of ANY unit (faulty, damaged, old models after upgrades, etc.)

- 19.) **Installation and Training** - the Vendor shall be capable of installing the GPS units. The Commonwealth reserves the right to install the GPS units. If the Commonwealth does install the units, the Vendor shall provide free installation and training as needed and requested.
- 20.) The application shall be written and configured in a secure manner in accordance with Microsoft Best Practices and Commonwealth Office of Technology (COT) security standards, procedures, and policies.
- 21.) **GPS geographic coverage of at least 70% of the Commonwealth and State population coverage of at least 80%.**
- 22.) The Vendor shall provide (at no additional cost) a minimum of **200 hours per year of additional SOFTWARE (THIS WORD IS DELETED PER MODIFICATION #2) / reporting time** to be used for **SOFTWARE (THIS WORD IS DELETED PER MODIFICATION #2)** and reporting changes and updates as necessary. This will be coordinated with and approved by Fleet Management.
- 23.) Vendor shall offer a **Bid price for a three (3) year unit lease with a \$1 final buyout** option. (This is mandatory - other options are listed in the optional item section below.)

OPTIONAL GPS ITEMS (REQUIRE SEPARATE PRICING AND ARE NOT PART OF THE RFP PROPOSAL EVALUATION):

- 1.) **GPS text message availability** to allow a user to send and receive email text messages.
- 2.) **Over-the-air reprogramming** of hardware and software.
- 3.) The application shall be **hosted by COT** and program updates and patches shall follow the COT change control process. This option **MAY** be requested by certain agencies that have a need for perhaps increased security as to who may be able to access the GPS information (i.e. Kentucky State Police (KSP), Department of Corrections (DOC), local law enforcement agencies when pertaining to prisoner transport.) Vendor should provide an optional cost although the Commonwealth is

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acceptable to the Vendor hosting it. [NOTE: Please refer to Q&A #8 for more on this. Submission of these Security Policies is a Pass / Fail item.](#)

- 4.) **Wireless panic button** feature.
- 5.) GPS unit **installation by the Commonwealth**. There shall be a price credit to the Commonwealth when the Vendor does not install the GPS unit.
- 6.) Vendor is asked to provide a price / **cost for a 5 year lease with a \$1 final buyout** option.
- 7.) Vendor is asked to provide a **PER UNIT price / cost for a straight purchase (vs. a lease) option with the COMMONWEALTH doing the financing**.
- 8.) Vendor is asked to provide a **PER UNIT price / cost for a straight purchase (vs. a lease) option with the VENDOR doing the financing** (rates may be requested and reviewed at time of purchase in order for a decision to be made.)
- 9.) The Vendor may offer **new models or model upgrades** as they become available.
- 10.) Capability to **physically shut off vehicle engines** at a pre-set idle time limit. This may be used for Transportation (KYTC) vehicles to reduce fuel usage by limiting the amount of time that vehicles are left idling.
- 11.) Ability to have a **'temporarily-mounted'** GPS unit that could be removed relatively quickly from the vehicle. This may be used by Transportation (KYTC) in contracted-vendor owned snow plow vehicles to be able to better monitor areas where vehicles are plowing and if they have any vehicle problems.
- 12.) Cost for the **Vendor to install a GPS system outside of a fifty (50) mile radius** of the Frankfort, KY, area. (This would be for those Local Governments, School Districts, and Universities that may purchase the GPS. This may also apply to a State Agency Fleet vehicle that does not return to Frankfort for installation of the GPS system.

END OF SECTION 30

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SECTION 40 - TERMS AND CONDITIONS

Any Vendor who has concerns regarding any Terms and Conditions in this RFP should submit written questions to the Commonwealth Buyer as stated in Section 10.050 of this RFP. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a RFP Proposal Response.

Proposals that take exceptions / deviations to Section 40 may be deemed non-responsive.

Section 40.000 - Beginning of Work

The Vendor shall not commence any billable work until a valid Master Agreement has been executed as discussed in Section 40.010.

Section 40.010 - Master Agreement Components and Order of Precedence

The Commonwealth's acceptance of the Vendor's offer in response to the RFP, indicated by the issuance of a Master Agreement award by the Office of Procurement Services (OPS), shall create a valid Master Agreement between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Modification / Addenda to the RFP / Solicitation;
3. The RFP / Solicitation and all attachments thereto, including Section 40 - Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. General Conditions contained in 200 KAR 5:021 and Office of Procurement Services FAP110-10-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Vendor's Proposal in response to this RFP / S

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olicitation;

7. The Vendor's RFP Proposal in response to this RFP / Solicitation.

In the event of any conflict between or among the provisions contained in the Master Agreement, the order of precedence shall be as listed above.

Section 40.015 - Final Agreement

The Master Agreement represents the entire agreement between the Parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Master Agreement.

Section 40.016 - Agencies to Be Served

This Master Agreement shall be for use by the following Agencies of the Commonwealth of Kentucky:

ALL STATE AGENCIES

Note: No deliveries or shipments shall be made against a Master Agreement resulting from this Request For Proposal (RFP) unless the Vendor has received an official Delivery Order / Purchase Order from an Agency or the proper document from a Local Government, School, or University.

Section 40.017 - Agency and Political Subdivision's Use of the Master Agreement

The Master Agreement established from this Request For Bid (RFB) shall be for use by the Commonwealth of Kentucky State Agencies. Under Kentucky Statutes, provisions are made to allow for use of the Master Agreement by all State Agencies, Local Governments (all Cities and Counties), local School Districts, and Universities.

By responding to Request For Proposal (RFP) 758 0800001566 the Vendor agrees beforehand to offer their products and pricing to other authorized users. These entities may participate in All-State Agency Master Agreements to the same extent as Agencies of the Commonwealth.

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Section 40.020 - Master Agreement Provisions

If any provision of this Master Agreement (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Vendor shall be relieved of all obligations arising under such provision. If the remainder of this Master Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.025 - Type of Contract

The Master Agreement proposed in response to this Request For Proposal shall be on the basis of a **firm fixed unit price** for the elements listed in this Request For Proposal. This Request For Proposal is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

Section 40.030 - Initial Term of Master Agreement and Follow-on Renewal Options

The Office of Procurement Services (OPS) issues this RFP to establish a Master Agreement for the State of Kentucky. This Master Agreement established from this RFP **shall be for a period of three (3) years from the date of Master Agreement award or the effective date of the Master Agreement.**

The Master Agreement **may be renewed at the completion of the initial Master Agreement period for three (3) additional one (1) year periods.** This renewal shall have the written approval of the Vendor and the Office of Procurement Services. Such mutual agreement shall take the form of an addendum to the Master Agreement under Section 40.050 - Changes and Modifications to the Master Agreement.

As the Master Agreement resulting from this RFP provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any Terms and / or Conditions as may be necessary to meet the requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the Master Agreement in an extended period.

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The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the Master Agreement for a period less than the length of the above referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

Section 40.035 - Price Adjustments

PRICE ADJUSTMENTS: Unless otherwise specified, the Prices established by the Master Agreement resulting from this RFP shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first **twelve (12) months** of the Master Agreement. **Only ONE (1) Price increase will be allowed during the Master Agreement period. The Price increase must be based on industry wide price changes. The Vendor must request in writing a Price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the Price increase is justified.** The Office of Procurement Services may request additional information or justification. If the Price increase is denied, the Vendor may withdraw from the Master Agreement without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Master Agreement prices, until a new Master Agreement can be established (usually within ninety (90) days).

B: Price Decreases: The Master Agreement price shall be reduced to reflect any industry wide price decreases. The Vendor is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Master Agreement provides for an optional renewal period, a price adjustment may be granted at the time the Master Agreement is renewed, subject to price increase justification as required in Paragraph A 'Price Increases' as stated above.

Section 40.036 - Multi-year Master Agreements

If this Master Agreement is for a term that extends beyond the end of the biennium in

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which the Master Agreement was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds. When funds are not appropriated or otherwise made available to support continuation of performance of the Master Agreement beyond the biennium, the Master Agreement for such subsequent year(s) may be canceled and the Vendor shall be reimbursed in accordance with Section 40.150 - Provisions for Termination of the Master Agreement.

Section 40.040 - Master Agreement Usage

As a result of this RFP, the contractual agreement with the selected Vendor will in no way obligate the Commonwealth of Kentucky to purchase any service or equipment under this Master Agreement. The Commonwealth agrees, in entering into any Master Agreement, to purchase only such products or services in such quantities as necessary to meet the actual requirements and needs as determined by the Commonwealth.

Section 40.045 - Signing Request For Proposal and all Modifications / Addenda

An authorized representative shall complete and sign where indicated on the RFP sheet that is the front page of this RFP and elsewhere as identified in this RFP. This also applies to Addenda that are issued in connection with this RFP. **FAILURE TO DO SO SHALL RESULT IN THE VENDOR'S BID RESPONSE BEING CONSIDERED NON-RESPONSIVE.**

With regards to all future Addenda issued, the following clarification shall apply:

- A signature on the Vendor response to the **latest** Addendum is required. If OPS receives the Vendor signature on the **latest** Addendum, a signature on earlier Addendum's or the original RFP is not required.
- If a Vendor has sent a signed response on other than the **latest** Addendum, OPS will also accept this as being responsive, **IF** the **latest** Addendum(s) do not materially alter the price / quality or in other ways impact the desired outcome to the end user.

The Reason for Modification section information **FOR ALL MODIFICATIONS** will be in the Terms and Conditions portion of the RFP listed chronologically from newest to oldest.

When viewing the Modification information on the web site, **ENSURE** that you read all

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items. The '**FLEET MANAGEMENT VEHICLE GLOBAL POSITIONING SYSTEM (GPS)**' worded portion will contain the full RFP with **ALL** available information from **ALL** modifications at the start of the Terms and Conditions portion of the RFP.

Section 40.050 - Changes and Modifications to the Master Agreement

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Master Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Vendor and the Commonwealth, and incorporated as a written amendment to the Master Agreement and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and / or correspondence shall not be construed as amendments to the Master Agreement.

If the Vendor finds at any time that existing conditions make modification of the Master Agreement necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055 - Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the Master Agreement. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.050 - Changes and Modifications to the Master Agreement.

Section 40.060 - Master Agreement Conformance

If the Commonwealth Buyer determines that deliverables due under the Master Agreement resulting from this RFP are not in conformance with the terms and conditions of the Master Agreement and the mutually agreed upon project plan, the Commonwealth Buyer may request the Vendor to deliver assurances in the form of additional Vendor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Vendor.

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Section 40.065 - Assignment

The Vendor shall not assign the Master Agreement in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.070 - Notices

The outside cover of the package containing the RFP Proposal shall be marked:

BID CLERK
COMMONWEALTH OF KENTUCKY
OFFICE OF PROCUREMENT SERVICES (OPS)
Room 095 New Capitol Annex
702 Capitol Avenue
FRANKFORT KY 40601

FLEET MANAGEMENT GLOBAL POSITIONING SYSTEM (GPS)

NAME OF VENDOR SUBMITTING RFP PROPOSAL
rfp CLOSING DATE: WEDNESDAY, FEBRUARY 25, 2009 @ 3:30 PM
(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

RFP # 758 0800001566

After the Award of the Master Agreement, all communications with regard to the day-to-day administration of the Master Agreement are to be made to the Agency point of contact identified below:

Mr. Forrest Banta, Director
Finance and Administration Cabinet
Division of Fleet Management
369 Warsaw Street
Frankfort, KY 40601
Phone #: (502) 564-2260
Fax #: (502) 564-2010

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Email: Forrest.Banta@ky.gov

After the Award of the Master Agreement, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer:

Mike Gustafson, CPPO, CPPB
Commonwealth Buyer
Commonwealth of Kentucky
Finance and Administration Cabinet
Office of Procurement Services (OPS)
Room 096 New Capitol Avenue
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-5945
Fax #: (502) 696-3832
Email: Mike.Gustafson@ky.gov

Section 40.075 - Payment

Payment shall be made after delivery and acceptance of the equipment or service. Partial payments are authorized when multiple items are ordered at one time or under other circumstances when deemed necessary. This is due to possible different number of delivery days.

Under Kentucky Revised Statute (KRS) 45.454 - Penalty for Late Payment, it states - 'An interest penalty of one percent (1%) of any amount approved and unpaid shall be added to the amount approved for each month or fraction thereof after the thirty (30) working (business) days (which equates to 45 calendar days) which followed receipt of the goods or services or Vendor's invoice by a purchasing agency.' **Payment will be made upon delivery and acceptance of the product.** This time may be different than when an invoice is received. For example, a delivery is ordered on February 1st with delivery scheduled for May 1st. An invoice is mailed and received on Feb 15th stating the 30 days for payment. The delivery is received and accepted at the Agency location on May 1st. Agency payment target date is June 15th (30 working days after receipt of equipment) and not April 2nd (30 working days after the invoice was received.) Should the agency not pay for the delivery until June 30th, the Agency would be liable for the 1% late payment penalty fee. The key date in this issue is the latter of the receipt date of the invoice or the receipt and acceptance date of the equipment. The 30 working day

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payment window starts on the latter of these two dates.

Example 1 - The equipment is received on May 1st the invoice is received on May 15th, the due date for payment will be 30 working days from the date that the invoice was received.

Example 2 - The invoice is received on May 1st, part of the order is received on May 15th, the remainder of the order is not received until May 30th, and the due date for payment of the invoice is 30 working days from May 30th.

Example 3 - If any piece of equipment is not correct or if the invoice is not correct, the 30 working days should not start until everything is correct and acceptable.

Section 40.080 - Vendor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other Master Agreements or Contracts for additional or related work, services, supplies, or commodities, and the Vendor shall fully cooperate with such other Vendors and Commonwealth employees. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by Commonwealth employees.

Section 40.085 - Sub-Vendors

The Vendor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Vendor shall be solely responsible for performance of the entire Master Agreement whether or not sub-vendors are used. The Commonwealth shall not be involved in the relationship between the prime Vendor and the sub-Vendor. Any issues that arise as a result of this relationship shall be resolved by the prime Vendor.

All references to the Vendor shall be construed to encompass both the Vendor and any sub-vendors of the Vendor.

Section 40.090 - Vendor Affiliation

'Affiliate' shall mean a branch, division, or subsidiary that is effectively controlled by another party. If any affiliate of the Vendor shall take any action that, if done by the

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Vendor, would constitute a breach of this Master Agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.095 - Performance Bond

Pursuant to 200 KAR 5:305, the Vendor shall furnish a Performance Bond satisfactory to the Commonwealth in an amount equal to one hundred percent (100%) of the Master Agreement amount as security for the faithful performance of the Master Agreement. The Bond furnished by the Vendor shall incorporate by reference the Terms and Conditions of the Master Agreement as fully as though they were set forth verbatim in such a Bond. In the event the Master Agreement is amended, the penal sum of the Performance Bond shall be deemed increased by like amount.

The initial Bond shall be submitted to the Commonwealth Buyer within thirty (30) calendar days of execution of this Master Agreement. Any required amendment to the Performance Bond shall be submitted to the Commonwealth Buyer within thirty (30) calendar days of said amendment.

Section 40.100 - Commonwealth Property

The Vendor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Vendor's use in connection with the performance of this Master Agreement. The Vendor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.105 - Insurance

The Vendor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Vendor's operations under the terms of this Master Agreement. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.110 - Confidentiality of Contract Terms

The Vendor and the Commonwealth agree that all information communicated between

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them before the effective date of the Master Agreement shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Master Agreement by all Parties, terms of the Master Agreement become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Vendor shall have an appropriate agreement with its Sub-Vendors extending these confidentiality requirements to all Sub-Vendors' employees.

Section 40.115 - Confidential Information

The Vendor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Vendor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Vendor. The Vendor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

- Information which the Commonwealth has released in writing from being maintained in confidence;

- Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

- Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Vendor.

The Vendor shall have an appropriate agreement with its Sub-Vendors extending these confidentiality requirements to all Sub-Vendors' employees.

Section 40.120 - Advertising Award

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The Vendor shall not refer to the Master Agreement in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Section 40.125 - Patent or Copyright Infringement

The Vendor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Master Agreement of which the Vendor has knowledge.

The Commonwealth agrees to notify the Vendor promptly, in writing, of any such claim, suit or proceeding, and at the Vendor's expense give the Vendor proper and full information needed to settle and / or defend any such claim, suit or proceeding.

If, in the Vendor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Vendor's obligation to satisfy any final award, the Vendor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Vendor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Vendor has the right to defend, or at its option, to settle and the Vendor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright of any product, or any part thereof, supplied by the Vendor to the Commonwealth under this Master Agreement. The Vendor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Vendor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Vendor without the Vendor's written consent.

The Vendor shall have no liability for any infringement based upon:

- 1) the combination of such product or part with any other product or part not furnished to the Commonwealth by the Vendor.

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2) the modification of such product or part unless such modification was made by the Vendor.

3) the use of such product or part in a manner for which it was not designed.

Section 40.130 - Permits, Licenses, Taxes and Commonwealth Registration

The Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Master Agreement is performed.

The Vendor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Master Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Vendor need not be registered as a prerequisite for responding to this RFP. Additional local registration or license may be required.

The Vendor shall pay any sales, use, and personal property taxes arising out of this Master Agreement and the transaction contemplated hereby. Any other taxes levied upon this Master Agreement, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Vendor.

Section 40.135 - Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.140 - Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

Section 40.145 - EEO Requirements

The EEO reporting process has been revised to address statutory revisions that took

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effect June 26, 2007 (reference House Bill (HB) 334.) The revisions include the following:

- 1) increased the \$250,000 contract exemption threshold to **\$500,000** (as such, only Master Agreements or Contracts valued at more than \$500,000 will be subject to contract compliance reviews).
- 2) reduced EEO reporting requirements from twice to **once yearly**.
- 3) **eliminated** the requirement for Vendors to provide detailed information about **each employee** (specifically, the Employee Data Sheet will no longer be a required form).
- 4) clarified that the availability and utilization of female employees will also be used to determine compliance
- 5) clarified that the equal employment provisions may be met, in part, by subcontracting to firms owned by women
- 6) Vendor should continue to send copies of the EEO forms to the Finance and Administration Cabinet's (FAC) Office of EEO and Contract Compliance (EEO / CC) for review and approval. No award will become effective until all forms are satisfactorily submitted and EEO / CC has certified compliance.
- 7) The EEO forms, which must be referenced in Solicitations issued on or after June 26, 2007, are: EEO-1: Employer Information Report; Affidavit of Intent to Comply; and Sub-Vendor Report. **Further, the EEO forms and Bid package letter should be posted on the Web effective June 26, 2007.**
- 8) Updated Solicitation Language - Changes in EEO reporting requirements also affect the language currently included in Solicitations, etc. **This language must, at a minimum, advise Vendors of the following requirements: Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.**
- 9) Vendors / Vendors must submit the following documents in accordance with the requirements of the Solicitation - EEO-1: Employer Information Report, Affidavit of Intent to Comply and Sub-Vendor Report **OR a copy of the current Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.**

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10) Vendors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following site: <https://eprocurement.ky.gov/attachments.htm>.

11) Vendors must advise each sub-Vendor with a subcontract of more than \$500,000 - of the sub-Vendor's obligation to comply with the Kentucky EEO Act. Further, Vendors are responsible for compiling EEO documentation from their sub-Vendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance (EEO/CC). (Note: contracts below the second tier are exempt from EEO reporting.)

12) Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. **Further, alternate versions of the required documents will not be accepted or processed.**

13) Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and / or documentation and to conduct on-site monitoring reviews of project sites and / or business facilities at any point for the duration of any Contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

All questions regarding **ONLY the EEO forms or contract compliance issues** must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone at (502) 564-2874 or by fax at (502) 564-1055.

Section 40.150 - Provisions for Termination of the Master Agreement

Any Master Agreement resulting from this RFP shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.160 - Bankruptcy

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In the event the Vendor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Master Agreement may be subject to the rights of a trustee in bankruptcy to assume or assign this Master Agreement. The trustee shall not have the right to assume or assign this Master Agreement unless the trustee (a) promptly cures all defaults under this Master Agreement; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.170 - Conformance with Commonwealth & Federal Laws / Regulations

This Master Agreement is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Master Agreement shall be brought in state or federal court in Franklin County, Kentucky.

Section 40.190 - Recycle Requirements

Prospective Vendors are required to comply with the Recycle requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <http://www.lrc.state.ky.us/kar/200/005/330.htm>.

Section 40.200 - Funding Limitations

If any or all of the RFP Proposal responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFP.

Section 40.200 - Campaign Finance Form & State Vendor Eligibility Request Form

Required Affidavit for Vendors

Effective Monday, March 17, 2003, all Solicitations / RFB / RFPs issued by any Agency have the requirement for Vendors to submit a sworn and signed document, to include the Notary's seal, stating they are in compliance with the Commonwealth's Campaign Finance Laws per KRS 45A.110 and KRS 45A.115.

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You may use the copy furnished (**located at Attachment A below**) or you may obtain a copy of the Required Affidavit for Vendors forms via the Internet on the following link, titled Attachment # 2. <http://eprocurement.ky.gov/attachments.htm>

Also, **Revenue Form 10A105, 'State Vendor Eligibility Request Form'**, effective July 2008, is a form to be **completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:**

<http://eprocurement.ky.gov/attachments.htm>

In accordance with Administrative Regulation 200 KAR 5:390, this Form has to be completed and submitted before a Master Agreement can be awarded. Section 2 of the regulation also notes: 'Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the Master Agreement shall constitute a material breach of the Master Agreement and the Master Agreement may be terminated.'

Section 40.210 - Accessibility

Vendor hereby warrants that the products or services to be provided under this Master Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. The Vendor further warrants that the products or services to be provided under this Master Agreement comply with existing Federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. The Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

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END OF SECTION 40

SECTION 50 - PROCUREMENT PROCESS AND REQUIREMENTS

Section 50.000 - Rules of Procurement

To facilitate this procurement, various rules have been established. They are described in the following paragraphs.

Vendors shall review and comply with the general bidding requirements listed under ‘**Laws, Policies, and Procedures**’ and ‘**Standard Attachments and General Terms**’ located on the eProcurement Web page at <https://eprocurement.ky.gov/attachments.htm>.

Section 50.010 - Approach

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies. The Kentucky Model Procurement Code is located at <http://www.lrc.state.ky.us/KRS/045A00/CHAPTER.HTM>.

Section 50.020 - Independent Price Determination - Conflict of Interest

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Vendor or with any competitor. In addition, the Vendor is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the Master Agreement, the Master Agreement shall be null and void and the Vendor shall assume all costs of this project until such time that a new Vendor is selected.

The Vendor must complete the following certified statement and submit it with the Cost Proposal:

VENDOR PRICING CONFLICT OF INTEREST STATEMENT

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Section 50.060 - Waiver of Minor Irregularities

The Commonwealth reserves the right to waive minor irregularities in Proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other Master Agreement requirements if the Vendor is awarded the Master Agreement.

Section 50.070 - Clarifications of Proposals

The Commonwealth reserves the right to request clarification of Proposals pursuant to 200 KAR 5:306, Section 6.

Section 50.080 - Best and Final Offers

The Commonwealth reserves the right, at its discretion, to request Best and Final offers for Technical and / or Cost Proposals. However, the Vendor is cautioned to propose their best possible offer at the outset of the process, as there is no guarantee that any Vendor will be allowed an opportunity to submit a Best and Final Technical and / or Cost offer.

Section 50.090 - Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted Proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

Section 50.100 - Disposition of Proposals

All Proposals become the property of the Commonwealth of Kentucky. The successful Proposal shall be incorporated into the resulting Master Agreement by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

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Section 50.110 - Commonwealth's Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any Proposals received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

Section 50.120 - Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the RFP or selection for award of a Master Agreement.

Any actual or prospective Vendor, who is aggrieved in connection with the RFP or selection for award of a Master Agreement, may file protest with the Secretary of the Finance and Administration Cabinet. **A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:**

Jonathan Miller, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-4240
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 50.130 - Proposal Submission Requirements

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Each qualified Vendor shall submit only **one (1) Proposal**. **Alternate Proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive Proposal.

The Vendor must complete the '**Vendor**' box on the face of the RFP / Solicitation form. An authorized representative of the Vendor **shall sign** where indicated on the face of the RFP / Solicitation and provide their FEIN number. If the RFP / Solicitation form is not signed the Proposal shall be deemed non-responsive.

Proposals shall be submitted in two (2) parts:

- 1) the Technical Proposal
- 2) the Cost Proposal.

The format and content of each are specified in Sections 50, 60, and 70.

Proposals shall include **one (1) marked ORIGINAL and seven (7) copies of the Technical Proposal** under sealed cover and **one (1) marked ORIGINAL and three (3) copies of the Cost Proposal** under separate sealed cover.

If the Technical Proposal and Cost Proposal are not submitted under separate cover, the Proposal may be deemed non-responsive. If any costs / pricing are included in the Technical Proposal, the Proposal may be deemed non-responsive. **Any information submitted in accordance with Section 50.220 - Vendor Response and Proprietary Information, shall include two (2) copies** and be sealed separately and included with the Technical Proposal. Additional copies of Proprietary Information will be requested if deemed necessary by the Commonwealth Buyer. The Vendor shall provide two (2) CDs containing the Technical Proposal response in Microsoft Word 7.0 or higher format and two (2) CDs containing the Cost Proposal pricing in Microsoft Word 7.0 or higher format. Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. **DO NOT INCLUDE PROPRIETARY INFORMATION IN THE ELECTRONIC COPIES.** Pricing shall only be provided on the Cost Proposal. **All RFP Proposals are due on February 25, 2009, at 3:30 PM EST.**

ANY PROPOSAL RECEIVED AFTER **FEBRUARY 25, 2009, AT 3:30 PM EST** SHALL BE REJECTED.

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The Vendor must complete the following certified statement and submit it together with their Technical Proposal:

VENDOR STATEMENT REGARDING SCANNING CDS FOR VIRUSES

I, _____, representing _____
(print name) (Company name)

certify that the CDs submitted have been properly scanned for infected viruses.

The virus software and version used was _____.

Signature / Date

RFP Proposals shall be submitted to:

BID CLERK
COMMONWEALTH OF KENTUCKY
OFFICE OF PROCUREMENT SERVICES (OPS)
Room 095 New Capitol Annex
702 Capitol Avenue
FRANKFORT KY 40601

The outside cover of the package containing the **TECHNICAL PROPOSAL** shall be marked:

FLEET MANAGEMENT GLOBAL POSITIONING SYSTEM (GPS)

NAME OF VENDOR SUBMITTING RFP PROPOSAL
rfp CLOSING DATE: WEDNESDAY, FEBRUARY 25, 2009 @ 3:30 PM
(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

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RFP # 758 0800001566

TECHNICAL PROPOSAL

The outside cover of the package containing the **COST PROPOSAL** shall be marked:

FLEET MANAGEMENT GLOBAL POSITIONING SYSTEM (GPS)

NAME OF VENDOR SUBMITTING RFP PROPOSAL
rfp CLOSING DATE: WEDNESDAY, FEBRUARY 25, 2009 @ 3:30 PM
(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

RFP # 758 0800001566

COST PROPOSAL

The outside cover of the package containing the **PROPRIETARY INFORMATION** shall be marked:

FLEET MANAGEMENT GLOBAL POSITIONING SYSTEM (GPS)

NAME OF VENDOR SUBMITTING RFP PROPOSAL
rfp CLOSING DATE: WEDNESDAY, FEBRUARY 25, 2009 @ 3:30 PM
(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

RFP # 758 0800001566

PROPRIETARY INFORMATION

The Commonwealth shall accept all RFP Proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all P

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Proposals in whole or in part, reject any Proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interests of the Commonwealth.

Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to Proposals after the RFP closing date and time.

All submitted Technical Proposals, Cost Proposals, and Proprietary information shall remain valid for a minimum of six (6) months after the Proposal due date.

Section 50.140 - Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the RFP / Solicitation shall result in a non-responsive Proposal.

- 1) **Transmittal Letter** (refer to **Section 50.150** below).
- 2) **Completed and signed** face of the Request For Proposal (refer to **Section 40.045**).
- 3) Signed Modification(s) / Addenda, if applicable (refer to **Section 40.045**).
- 4) **EEO Documentation** (refer to **Section 40.145**).
- 5) **Required Affidavit for Vendors - Campaign Finance Law Compliance Form & KRS 45A.485 Certification Form** (refer to **Section 40.200 and Attachment A**).
- 6) **Vendor Statement Regarding Scanning CDs** for Viruses (refer to **Section 50.130**).
- 7) Copy of the **Vendor's Security Policies** (refer to Mod #2, Q&A #8) **Section 50.130**. **(This item added with Modification #2.)**
- 8) **Response to Technical portion** of the RFP (refer to **Section 60**).

Section 50.150 - Transmittal Letter

The Transmittal Letter shall be on the Vendor's letterhead, notarized and signed by an

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agent authorized to bind the Vendor. If the Transmittal Letter is not signed and notarized, the Proposal may be deemed non-responsive. The Transmittal Letter shall include the following:

- 1) A statement that **deviations** are included, if applicable.
- 2) A statement that **proprietary information** is included, if applicable.
- 3) A sworn statement that, if awarded a Master Agreement as a result of this RFP, the Vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640.
- 4) A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**.
- 5) A sworn statement of that the Vendor is in compliance with Section 50.170 - Prohibitions of Certain **Conflicts of Interest**.
- 6) A statement of certification in accordance with Section 50.180 - **Certification Regarding Debarment, Suspension, and Proposed Debarment**;
- 7) The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver.
- 8) The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- 9) **Sub-Vendor** information to include name of company, address, contact name, telephone number, fax number, and email address, if applicable.

Section 50.160 - Format of Cost Proposal

The Cost Proposal shall be submitted as prescribed in Section 70.

Section 50.170 - Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the Vendor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no

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interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Vendor further represents and warrants that in the performance of the Master Agreement, no person, including any Sub-Vendor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the Vendor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Master Agreement to voluntarily acquire any ownership interest, direct or indirect, in the Master Agreement prior to the completion of the Master Agreement.

Section 50.180 - Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation (FAR) 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and / or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

'Principals', for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

Section 50.190 - Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at the 'Laws, Policies, and Procedures' and 'Standard Attachments and General Terms' section located on the eProcurement Web page at <https://eprocurement.ky.gov/attachments.htm>

Pursuant to KRS 45A.485, Vendors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the Master Agreement. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

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Section 50.200 - Vendor's Exceptions to Terms and Conditions of the RFP

A Proposal in response to this RFP that includes terms contrary to the terms and conditions in Section 40 of the RFP or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the RFP, may not be accepted.

Section 50.210 - Deviations to Other Provisions of the RFP

The provisions appearing elsewhere in this RFP shall become part of any resulting Master Agreement. Any deviations from the provisions of the RFP must be specifically identified by the Vendor in its Proposal, which if successful, shall become part of the Master Agreement. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this RFP. Deviations must be submitted as stated in Section 50 of this RFP. The Commonwealth reserves the right to reject any and / or all deviations in whole or in part. Deviations to the Terms and Conditions set forth in Section 40 of this RFP may not be accepted.

Section 50.220 - Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of Proposals submitted in response to this RFP. The Finance and Administration Cabinet shall not disclose any portions of the Proposals prior to award of the Master Agreement to anyone outside the Finance and Administration Cabinet, representatives of the Agency for whose benefit the Master Agreement is proposed, representatives of the Federal Government, if required, and the members of the Evaluation Committee. After a Master Agreement is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all Proposal data submitted by all Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a Proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered Proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a Proposal contains information in these areas that a Vendor declares Proprietary in nature and not available for public disclosure, the Vendor shall declare in the

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Transmittal Letter (Section 50.150) the inclusion of Proprietary information and shall noticeably label as Proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked 'Proprietary Information'. Proposals containing information declared by the Vendor to be Proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any Proposal received in response to this RFP. Selection or rejections of the Proposal will not affect this right.

END OF SECTION 50

SECTION 60 - TECHNICAL PROPOSAL EVALUATION

Section 60.000 - Technical Proposal Evaluation

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all

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Proposals. The Commonwealth may reject any Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all Proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Vendor. The Commonwealth reserves the right to alter the composition of the Evaluation Committee or to designate other staff to assist in the Evaluation process.

Each Vendor is responsible for submitting all relevant, factual and correct information with their Proposal to enable the evaluator(s) to afford each Vendor the maximum score based on the available information submitted by the Vendor. This information must be attached with cross-references to the appropriate location in the RFP (i.e. page number, paragraph, subject, etc.).

The Commonwealth shall evaluate the Proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology.

Section 60.010 - Company Profile

The Vendor shall submit a profile of the company's operations and qualifications, to include:

- 1.) Description of the Company, main office location, secondary office location(s), contact name(s), number of employees for the entire Company, and number of employees for the proposed GPS product line.
- 2.) Identify whether the Company is a subsidiary or division of a larger entity.
- 3.) Company profile and history of Company and major business lines.
- 4.) Outline of the company's experience, business, and technical qualifications.
- 5.) State the number of years the Company has been in business while having GPS as a product line(s).
- 6.) State the number of years the Company has been providing Cellular and / or Cellular / Satellite GPS services and to what size Customers.

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Section 60.020 - Customer Service and Support

The Vendor shall submit information relating to Customer Support Services provided by the Company, to include:

- 1.) Tracking technical support requests, problems, fixes.
- 2.) Ensuring communication and feedback to and from Customers.
- 3.) Escalation process for standard and critical problems. Indicate how long it takes to address problems.
- 4.) Customer service options available after system launch.
- 5.) Customization support.
- 6.) Help desk or technical support and the location and hours available.
- 7.) Maintenance and version update provisions.
- 8.) What constitutes a 'bug' and what provisions for 'bug' fixes are included?
- 9.) Methodology for addressing 'bugs' and software defects, to include service call procedures and complaint resolution.
- 10.) The process followed when a Customer is down and cannot use the product due to an identified software flaw (specifically the average time it takes to address the software bug).
- 11.) The process followed when there is a work-around to the Customer's problem (specifically the average time it takes to address the software bug)
- 12.) What constitutes necessary product functions and which functional change requests constitute an enhancement?
- 15.) Vendor shall describe its service-level agreement and submit an example.

Section 60.030 - Technical Requirements

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The Vendor shall describe how it proposes to meet the requirements listed in Section 30.060 - GPS Specifications and Requirements.

Section 60.040 - Optional Equipment

The Division of Fleet Management would like additional information for a 'Panic Button' that provides an email alert for safety and customer service in the event an employee has a break down while traveling in an area where cell phone service is unavailable; or finds themselves in a life-threatening situation or environment. Fleet Management would then have a GPS location to send a service truck or dispatch the Police without delay. The Vendor shall provide a description of their products and / or services that accomplish this objective.

Vendor shall also describe any additional optional equipment / services it provides that may be of additional benefit to the State.

Section 60.050 - Training

The Vendor shall describe their training approach for using their product(s).

Section 60.060 - Technical Proposal Scoring Criteria

The criteria listed in **Section 30.060 - GPS Specifications and Requirements**, will be evaluated with a maximum scoring of 100 points per item for a total of 2,300 points.

Section 60.010 - Company Profile and Section 60.020 - Customer Service and Support will also be evaluated with 250 points available to each Section. There will also be 100 points available for Optional Equipment and 100 points available for Training. A total of 3,000 points will be available for the Technical Proposal evaluation.

The Vendor is to provide information / documentation as to how they will meet each of the below items. This portion of the Proposal shall not exceed a total of 25 pages, shall have 1 inch margins (top, sides, and bottom), 12 font, Arial, single-sided, and single spaced. Any pictures, drawings, or other 'non-written' documentation shall be counted towards this 25 page limit as well.

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SCORING CRITERIA		POINTS POSSIBLE
1.) Up and down GPS capabilities utilizing cellular or cellular / satellite hybrid equipment with store and forward technologies.		100 POINTS
2.) Web-based application.		100 POINTS
3.) Inventory capabilities via pings. For example, Fleet Management would like to perform an annual (or monthly) inventory of State Fleet vehicles. Fleet Management would want to be able to click a button to ping all State Fleet vehicles and a location report would then be generated. In the event that some of the State Fleet vehicles are out of GPS range, the system will then generate a report listing the Fleet vehicle tag (or license plate) numbers that did not report. The system will also store and forward the information so that when the Fleet vehicle comes back into range the vehicle location information will be updated and recorded and the report will show that the task has been completed.		100 POINTS
4.) Vehicle telematics minimum requirement: a) Engine default / check engine light notifications. <u>(THIS ITEM MOVED TO THE OPTIONAL ITEM SHEET (ATTACHMENT C) WITH MODIFICATION #2.)</u> b) Idle time reporting. c) Engine hour usage. d) Email notification for rapid vehicle speed deceleration that could indicate that the Fleet vehicle has been involved in an accident.		100 POINTS

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e) Please note that the Vendor will be required to include pricing for OBDII and CAN Bus systems (these are mechanical terms in that both are how a vehicle 'communicates' to a PC. OBDII for gas engines, CAN for diesels.	
5.) Ability to gather mileage 'usage' data via daily and monthly reports and electronic files to include location and mileage reading / inventory capabilities via reporting pings to allow for accurate vehicle tracking. Minimum of once a month vehicle mileage reporting capabilities.	100 POINTS
6.) Secure data backup and recovery capabilities.	100 POINTS
7.) Ability to locally edit identifiable Fleet vehicle information such as the Vehicle Identification Number (VIN), serial number (SN), tag (license plate) number, etc. Fleet Management may need to cross reference vehicle information and run reports with different identifiers.	100 POINTS
8.) Ability to electronically retrieve data from a data warehouse environment in a standard data format such as FTP, Excel, Crystal Reports, etc.	100 POINTS
9.) Vendor shall maintain data and report information for one (1) year at which time the information and files shall be forwarded to the Commonwealth for archiving purposes.	100 POINTS
10.) Bread crumbing to be able to see where the Fleet vehicle is and where it has been via web mapping capabilities.	100 POINTS
11.) Be able to provide a minimum of 24 position reads (pings) per day, at least one every hour.	100 POINTS

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12.) Web based interface with the capability to have a 'super' administrator with the ability to assign Agency administrator rights. For example. Fleet Management can see ALL Fleet vehicles and the Department of Revenue (DOR) can only see their (DOR) Fleet vehicles. Fleet Mgmt is to have the ability to create the levels and views within the system.	100 POINTS	
13.) Geo-fence capabilities are to be real time and at no additional charge with email alerts.	100 POINTS	
14.) Speed alert with email notifications.	100 POINTS	
15.) Email alert notifications if system parameters are exceeded or breached in some way - tampering, disconnection of the device, vehicle accident, etc.	100 POINTS	
16.) Help Desk and technical support shall be available at a minimum during normal business hours (7:00 AM - 6:00 PM local, EST time), Monday through Friday, excluding State Holidays. Vendor shall provide the Commonwealth with the Help Desk phone number.	100 POINTS	
17.) GPS Mapping to include Google Mapping.	100 POINTS	
18.) The Vendor is responsible to make all GPS unit return arrangements (to include pick-up shipper notification, provide pick-up shipping labels, and payment) for the return of ANY unit (faulty, damaged, old models after upgrades, etc.)	100 POINTS	

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19.) Installation and Training - the Vendor shall be capable of installing the GPS units. The Commonwealth reserves the right to install the GPS units. If the Commonwealth does install the units, the Vendor shall provide free installation and training as needed and requested.	100 POINTS
20.) The application shall be written and configured in a secure manner in accordance with Microsoft Best Practices and Commonwealth Office of Technology (COT) security standards, procedures, and policies.	100 POINTS
21.) GPS geographic coverage of at least 70% of the Commonwealth and State population coverage of at least 80%.	100 POINTS
22.) The Vendor shall provide (at no additional cost) a minimum of 200 hours per year of additional software / reporting time to be used for software and reporting changes and updates as necessary. This will be coordinated with and approved by Fleet Management.	100 POINTS
23.) Vendor shall offer a Bid price for a three (3) year unit lease with a \$1 final buyout option. (This is mandatory - other options are listed in the optional item section below.)	100 POINTS
24) Section 60.010 - Company Profile The Vendor shall submit a profile of the company's operations and qualifications to include those items listed above.	100 POINTS
25.) Section 60.020 - Customer Service and Support The Vendor shall submit information relating to Customer	100 POINTS

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Support Services provided by the Company to include those items listed above.	
<u>TOTAL POINTS POSSIBLE</u>	<u>2,500 POINTS</u>

Section 60.070 - Follow-on Evaluation

It is anticipated at this point that the top four (4) Vendors based on the Technical Proposal Evaluation scoring from Section 60.060 will move forward for the Cost Proposal Evaluation. These four (4) Vendors will then be notified for the scheduling of the Oral Presentation / Demonstration in Frankfort, KY. Please refer to Section 10.050 - Estimated Schedule of RFP Activities, for an anticipated date for the Oral Presentation / Demonstration portion.

Section 60.060 - Technical Proposal Scoring Criteria

(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

Criteria	Points Possible
Section 30.060 - GPS Specifications and Requirements	2,300
Section 60.010 - Company Profile	100
Section 60.020 - Customer Service and Support	100
Total Points Possible	2,500

END OF SECTION 60

SECTION 70 - COST PROPOSAL EVALUATION

Section 70.000 - Cost Proposal Evaluation

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Vendors shall ONLY provide their Cost information on the Cost Proposal.

Vendors shall submit the following with the Cost Proposal otherwise the Proposal may be deemed non-responsive:

Attachment B - Cost Proposal Statement

Vendor Pricing Conflict of Interest Statement (refer to Section 50.020 above).

Section 70.010 - Cost Scoring Criteria

(THIS INFORMATION WAS UPDATED WITH MODIFICATION #2)

Criteria	Points Possible
BASE GPS SINGLE MODE PRICE	500 POINTS
INSTALLATION CHARGE FOR OTHER THAN FLEET MANAGEMENT INSTALLS	50 POINTS
TRAVEL COSTS TO SUPPORT NON-FLEET GPS UNIT INSTALLATIONS (PER MILE / PER DAY)	50 POINTS
SET UP FEE / ACTIVATION FEE	100 POINTS
COST PER 2 MEGA BYTE	300 POINTS
TOTAL POINTS POSSIBLE	1,000 POINTS

The Vendor with the lowest Cost per mega byte (MB) receives the maximum score. The Vendor with the next lowest Cost receives points by dividing the lowest Cost by the next lowest Cost and multiplying that percentage by the available points. For example, 1,000 points is allocated to the lowest Cost criteria for this procurement, Vendor 'A's Proposal response is for a Cost of \$0.10 as the lowest Vendor and receives the maximum 1,000 points ($\$0.10 / \$0.10 = 1.00 \times 1,000 = 1,000$). Assume Vendor 'B' is the next lowest Vendor at \$0.20, then 'B' receives 500 points ($\$0.10 / \$0.20 = 0.50 \times 1,000 = 500$).

Section 70.020 - Follow-on Evaluation

It is anticipated at this point that the top four (4) Vendors, based on their combined

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Technical Proposal and Cost Proposal total scores will proceed on to the Oral Presentation / Demonstration. These four (4) Vendors will then be notified as to scheduling an Oral Presentation / Demonstration in Frankfort, KY. Please refer to Section 10.050 - Estimated Schedule of RFP Activities, for an anticipated date for the Oral Presentation / Demonstration portion.

END OF SECTION 70

SECTION 80 - ORAL PRESENTATIONS / DEMONSTRATIONS

Section 80.000 - Right to Use Oral Presentations / Demonstrations to Verify / Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations / Demonstrations to verify or expand on the Technical or Cost Proposal information provided by the Vendor. The Vendor will have available two (2) hours maximum to both explain and / or show how their system will meet and / or exceed the mandatory requirements as well as to conduct a Question and Answer session with the Evaluation Committee. More information will be provided to those Vendors eligible at a later date. Again, this is the Vendor's only opportunity to show how the Vendor's GPS system is better than the other Vendors' systems being presented / demonstrated.

Section 80.010 - Right to Reject Based on Oral Presentations / Demonstrations

The Commonwealth reserves the right to reject any or all Proposals in whole or in part based on the Oral Presentations / Demonstrations.

Section 80.020 - Oral Presentations / Demonstrations Evaluation Criteria

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The top four (4) ranking Vendors (based on their combined Technical and Cost Proposal evaluation scores) may / will be requested to provide an Oral Presentation / Demonstration to answer questions or to clarify the understanding of the GPS System by the Evaluation Committee in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right not to require an Oral Presentation / Demonstration if they do not affect the final scorings or rankings.

Criteria	Points Possible
Oral Presentation / Demonstration (Section 80.020)	1,000 points
TOTAL POINTS POSSIBLE	1,000 POINTS

END OF SECTION 80

SECTION 90 - NEGOTIATIONS

Section 90.000 - Negotiations

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a Master Agreement with the top ranked Vendor. In the event the Commonwealth cannot reach agreement with the top ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. It is the Commonwealth's intent to award a Master Agreement to the Vendor with whom successful negotiations are completed.

Section 90.010 - Items to Be Negotiated

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Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical Proposal and / or Cost Proposal.

END OF SECTION 90

SECTION 100 - RANKING OF PROPOSALS AND AWARD OF MASTER AGREEMENT

Section 100.000 - Best Interest of the Commonwealth

The Commonwealth will rank the Proposals in the manner set forth within this Request For Proposal (RFP). However, the Commonwealth reserves the right to reject any or all Proposals in whole or in part based on the best interest of the Commonwealth.

Section 100.010 - Total Points Possible for the RFP Proposal

Total Points Possible With Oral Presentations / Demonstrations

5,000

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END OF SECTION 100

END OF RFP

ATTACHMENT A

(REFER TO SECTION 40.200 FOR MORE INFORMATION ON THIS FORM.)

AFFIDAVIT FOR VENDORS

RFP - 758 0800001566

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

(NOTICE TO VENDOR: THIS FORM UPDATED IN JULY 2008, PLEASE READ IT.)

- A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each Bidder or Offeror shall swear or affirm under penalty of perjury that:
- (1) neither the Bidder or Offeror as defined in KRS 45A.070(6), nor the entity which he / she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
 - (2) the award of a master Agreement or Contract to the Bidder or Offeror or the entity which he / she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- B. I hereby swear and affirm under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any Master Agreement or Contract awarded.
- C. **I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract**

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awarded.

- D. I hereby swear or affirm under penalty of perjury that the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 to the extent required by Kentucky law; and will remain registered for the duration of any contract awarded.

I have fully informed myself regarding the accuracy of the statements made above.

_____ SIGNATURE	_____ PRINTED NAME
_____ TITLE	_____ DATE

Company Name: _____

Representative's Name (Please Print): _____

Address: _____

City, State, Zip: _____

Telephone #: _____

Fax #: _____

Email: _____

FEIN # and Vendor Customer # (VC / VS if known): _____

Subscribed and sworn to before me by _____, _____
(Affiant)
(Title)

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of _____ this ____ day of _____, 200__
(Company Name)

Notary Public

[Place Notary Seal here] My commission expires: _____

ATTACHMENT B
(REVISED FORM PER MODIFICATION #2)
COST PROPOSAL FORM
FLEET MANAGEMENT GPS
RFP 758 0800001566

VENDOR NAME: _____

ITEM	AVAILABLE POINTS	PER UNIT
<u>BASE PRICING AS A PER UNIT COST (BASED ON A PLANNING QUANTITY OF 100 UNITS.)</u>		
BASE GPS SINGLE MODE PRICE	500 POINTS	\$ _____

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INSTALLATION CHARGE FOR OTHER THAN FLEET MANAGEMENT INSTALLS	50 POINTS	\$ _____
TRAVEL COSTS TO SUPPORT NON-FLEET GPS UNIT INSTALLATIONS (PER MILE / PER DAY)	50 POINTS	\$ _____
SET UP FEE / ACTIVATION FEE	100 POINTS	\$ _____
COST PER 2 MEGA BYTE	300 POINTS	\$ _____
<u>TOTAL POINTS</u>	1,000 POINTS	

ATTACHMENT C
OPTIONAL ITEM COST SHEET
(ADDED TO RFP WITH MODIFICATION #2)
FLEET MANAGEMENT GPS
RFP 758 0800001566

VENDOR NAME: _____

Per (Section 30.060) - The following Costs / Prices SHALL NOT be included in the evaluation of the Proposal Costs. They should be listed for possible future use during the creation of the Master Agreement. These Costs / Prices will not be evaluated.

ITEM	TIER 1	TIER 2	TIER 3	TIER 4
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	1 -100 UNITS	101 - 250 UNITS	251 - 500 UNITS	501 - 1,000 UNITS
BASE PRICING AS A PER UNIT COST WITHIN THESE TIER LEVELS	\$ _____	\$ _____	\$ _____	\$ _____
DUAL MODE OPTION PRICE	\$ _____	\$ _____	\$ _____	\$ _____
MORE FREQUENT 'PING' REPORTING TIMES (VS. THE 1 PER HOUR AS STANDARD)	\$ _____	\$ _____	\$ _____	\$ _____
1) GPS text message availability.	\$ _____	\$ _____	\$ _____	\$ _____
2) Over-the-air reprogramming.	\$ _____	\$ _____	\$ _____	\$ _____
3) Application shall be hosted by COT.	\$ _____	\$ _____	\$ _____	\$ _____
4) Wireless panic button (and Section 60.040).	\$ _____	\$ _____	\$ _____	\$ _____

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5) GPS unit installation by Fleet Mgmt.	(ITEM #5 IS DELETED FROM RFP WITH MOD #2 .)			
6) Cost for a 5 year lease with a \$1 final buyout option.	\$_____	\$_____	\$_____	\$_____
7) PER UNIT price / cost for a straight purchase (vs. a lease) option with the Fleet Mgmt doing the financing.	\$_____	\$_____	\$_____	\$_____
8) PER UNIT price / cost for a straight purchase (vs. a lease) option with VENDOR-arranged financing.	\$_____	\$_____	\$_____	\$_____
9) New models or model upgrades as they become available.	\$_____	\$_____	\$_____	\$_____
10) Physically disable engine starters.	\$_____	\$_____	\$_____	\$_____

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11) Temporarily-mounted GPS unit	\$ _____	\$ _____	\$ _____	\$ _____
12) Vendor to install a GPS system outside of a fifty (50) mile radius.	\$ _____	\$ _____	\$ _____	\$ _____
13) Vehicle telematics - a) Engine default / check engine light notifications.	\$ _____	\$ _____	\$ _____	\$ _____

Any additional optional equipment / services as described in Section 60.040, if applicable. (Please provide them on a separate sheet of paper.)