COUNTY COUNCIL of BERKELEY COUNTY, WEST VIRGINIA

Request for Proposal (RFP) for Berkeley County Fleet Fuel Card Program

Bid Proposal due no later than 4:00 PM, Wednesday, May 3, 2017
in the County Council Office, Suite 201, 400 W. Stephen Street, Martinsburg, WV, 25401

March 2017
REQUEST FOR PROPOSALS
REGARDING QUALIFICATION AND PRICE PROPOSALS FOR
BERKELEY COUNTY FLEET FUEL CARD PROGRAM

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification and Price Proposals from qualified “Fleet Management Entities”, to provide Fleet Fuel Cards. The awarded contract, if any, hereinafter referred to as “Contract”, will be based on the terms specified in the agreement between the County and awarded Vendor, who will provide Fleet Fuel Card Services.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a firm judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss Qualifications & Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401, or by telephone at 304-264-1923. Inquiries should be directed to Alan Davis, County Administrator, at 304-267-5102.

Three (3) copies of submittals of Qualification & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “Berkeley County Fleet Fuel Card Program”. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 no later than 4:00 p.m. on Wednesday; May 3, 2017. Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification.

Proposals will be opened and entered into public record at 10:00 AM on Thursday, May 4, 2017 in the County Council Meeting Room, 400 W. Stephen Street, Suite 205, Martinsburg, WV, 25401.

Vendor must be able to implement the Berkeley County Fleet Fuel Card Program effective July 1, 2017.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.
I. **INTRODUCTION:**

Berkeley County is requesting Proposals from qualified “Fleet Management Entities” that will provide commercial fuel credit cards to purchase fuel “ONLY” from major fueling locations. Vendors shall be experienced in providing these services and shall have functioning processes already in existence and currently in use. Berkeley County owns a fleet of approximately 100 vehicles from a variety of Departments and Offices. Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

II. **BACKGROUND:**

Berkeley County is located in the eastern panhandle of West Virginia. According to 2010 U.S. Census information, Berkeley County has a population of 104,169 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the county seat.

The county lies adjacent to the Washington-Baltimore metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest-growing county in the State of West Virginia and among the fastest growing in the entire country.

Berkeley County is currently governed by a five (5) member County Council.

III. **SCOPE OF WORK**

A. **GENERAL**

- Berkeley County is soliciting proposals from qualified “Fleet Management Entities” to provide Fleet Fuel Cards. Vendor shall have an established transaction processing, reporting and payment system with respect to purchases of fuel for commercial and government organization fleet vehicle operations.
- The County desires a fleet fuel card program for the purchase of all fuel types while county employees and officials are on official business. The primary purpose for a fleet fuel card program is to establish one fuel card provider with a large and inclusive network across the United States. The use of this card must allow for fuel to be charged and billed by one provider, eliminating multiple fuel card providers and billing companies while providing for better internal controls to mitigate the potential for fraud and misuse.

B. **GENERAL SCOPE OF SERVICES**

- Vendor shall provide fuel cards, account set-up, and all training and related training materials to County without cost.
- Vendor must be able to implement the Berkeley County Fleet Fuel Card Program effective July 1, 2017.
- Vendor shall provide a single point of contact for account management of the Fleet Fuel Card Program available between 8:00am-5:00pm (PST) Monday through Friday.
- Vendor shall provide 24-hour customer service support; a 24-hour toll free number for reporting lost or stolen cards; and 24-hour on-line access for account maintenance, reporting and billing information.
• Vendor must have the capability to generate real-time consolidated reports that encompass fuel transactions.
• Vendor must be able to provide ALL reports in a delimited or fixed field length exported format. Format examples are csv, xls, dbf.
• Vendor must have the capability to assign fuel payment mechanism to both County owned vehicles and individual County employees.
• Vendor shall assure the absence of state and federal excise tax charges on all fuel transaction bills and shall bill these transactions to the County net of taxes for the life of the contract.
• Fuel cards shall be blocked from cash advances from banks, automated teller machines, or any other source providing such advances. Vendor shall ensure that all accounts are blocked from this type of activity.

C. MINIMUM QUALIFICATIONS
Responding Vendors must meet all of the following minimum qualifications:
• Vendor must have a minimum of five (5) years experience in providing Fleet Fuel Card Services to municipal/governmental entities which demonstrates its capability to provide the requirements in Attachment A, Scope of Work.
• Vendor must be able to provide all services described in this RFP.
• Vendor must be able to provide rebates and early pay incentives to the County for participation in the Fleet Fuel Card Program.
• Vendor must have provided a similar service with more than one governmental entity with a card population of not less than one thousand (500) cards.
• Submit the proposal in the manner as requested in this RFP.

D. ACCOUNT SETUP:
• Vendor shall set-up card accounts at the request of the County. Vendor shall issue fuel cards to the designated participating entity’s contact person, along with printed materials describing fuel card services.

E. RESTRICTIONS AND LIMITS:
• Vendor shall set control parameters for fuel cards to County.
• Vendor shall maintain an on-line master database for the review of control parameters and charges by card numbers.
• Vendor shall have the ability to restrict the following on a card-by-card basis: purchase limits and restrictions, and transaction limits as specified by the County.
• Vendor shall have the ability to restrict monthly dollar amount limit, specifying the maximum amount charged during a billing period;
• Vendor shall have the ability to allow for one additional transaction after initial transaction limits have been reached by calling for authorization;
• Vendor shall have the ability to decline any transaction, if the limitation on dollar amount or maximum number of transactions is exceeded;
• Vendor shall have the ability to restrict purchases to fuel only.
• Vendor shall have the ability to restrict Fuel Card Use: The fuel card shall be accepted by all automotive fuel dispensing businesses that accept major credit cards for payment. The card shall be as close to universally accepted as possible, such as Master Card or Visa. Berkeley County shall be permitted to define a minimum of two prompts required for the vehicle being fueled. At a minimum, this must include the six digit driver ID and an odometer reading for the vehicle being fueled.
• Vendor must address the amount of time and the process required to issue new and replacement cards for lost or stolen cards;
• Billing cycle timelines, sample invoices, and other billing options shall be addressed;
• A listing of available controls for limiting usage, including but, not limited to, those referenced hereinabove shall be provided.
• Describe how restrictions are enforced at the pump, on a card-by-card basis.
• Describe the timeline and procedure for deactivation of cards due to loss, theft or misuse.
• Describe the method used to prevent unauthorized fuel card use in a manual process.
• Submit a detailed plan of the Vendor’s Customer Services program as described in the Scope of Work.

The plan should also describe the following:
• Ability to provide a monthly billing statement, in Microsoft Excel format along with a hardcopy that details all expenses and discounts processed through the use of each individual fuel credit card;
• Ability to provide detailed data for purchases by fuel card;
• Alternative method for manual processing of receipts in the event of service interruption within the electronic sales system;
• Time frame required for obtaining paper copies of receipts, upon request.

F. ACCOUNT MAINTENANCE:

I. The County may routinely request changes to its fuel card accounts. Such changes may include, but are not limited to, card expenditure limits, transaction limits, purchase restrictions, card user PIN, billing address or telephone number, and termination or non-renewal of a fuel card. Vendor shall make changes to fuel card accounts as requested by County.

II. Billing/Invoicing: Each participating Berkeley County department shall be assigned a unique customer number to be used in identifying each sale. Berkeley County shall not be charged annual fees, transaction fees, processing fees, report fees or any other fees for the administration of the program. Vendor shall provide a monthly billing statement that summarizes all transactions for the specified billing period, including previous month’s payment, total new charges and total quantities, total exempted taxes and total discounts. Payment will be net 30 days following receipt of fully itemized invoice, and sent to:

Berkeley County Council
400 W. Stephen Street, Suite 201
Martinsburg, WV 25401

III. Transaction Dispute Resolution: Berkeley County may dispute unauthorized charges to the Vendor via email, by telephone, or by fax. Upon notification of suspected unauthorized charges, the Vendor shall hold those charges in suspense, and shall not charge late fees until resolution. Vendor shall describe how unauthorized “manual” charges are handled, identify at which point a refund for the unauthorized charges is given, and state the maximum dollar limit allowed per transaction for refunds issued on unauthorized charges. Vendor shall describe Berkeley County’s liability for unauthorized use of fuel cards.

IV. Secure Website: Vendor shall provide the option to Berkeley County Fleet Administration to self-manage card issues, card delivery, and cancellations or replacements through secured internet access to account information.

V. Reports:
Each report shall include the following information for each transaction:
• Transaction date and time
• Card number
• Vehicle description
- Department and Division
- Vendor name and address
- Odometer
- Product description
- Quantity purchased
- Price per gallon
- Transaction amount
- Purchase method
- Driver ID name and number

VI. Out of State Fueling – List any transactions incurred outside the State of West Virginia:
   - Over Tank Capacity – List any transactions that exceed the specified tank capacity;
   - Multiple Fuel Transactions – List multiple transactions occurring within the same day;
   - Unauthorized Fuel Type – List fuel transactions that are other than the authorized fuel type.

Berkeley County may request additional reports as needed throughout the contract term. These reports will flag for inconsistencies, such as low number of miles between fueling, inactivity on fuel card, etc.

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. At a minimum, your Qualifications Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent’s services.

A. Firm Information
   1. Name, address, telephone number (landline and cell), fax number of Contracting firm and parent company, if any, from which the project will be managed.
   2. Nature of Contracting firm and parent company, if any.

B. Firm Capabilities
   1. Describe the size of your firm/project office as related to size of staff.

C. Firm Principals and Background
   1. Submit the names, titles, and resumes of the principal staff member(s) who will be responsible for the project during the performance of the contract. Please assure that the information provided includes specialized experience and technical competence in providing relevant services on similar sized projects during the past three (3) years.
   2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Provide a list of at least three (3) but no more than five (5) similar and/or relevant projects that you have completed during the past five (5) years. This information must include the business name, contact person, address, email address, and phone number.

D. Miscellaneous Requirements:

All proposals must provide written proof that:

- The selected Vendor/Company is licensed to conduct business in the State of West Virginia.
- The selected Vendor/Company must certify that it is employing only US Citizens or those persons legally in the United States.
- The selected Vendor/Company must show proof of current workers’ compensation coverage in good standing or proof that coverage is not required.

E. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. PRICE PROPOSAL:

A. At a minimum, your Price Proposal shall include the following:

1. Completion of Price Proposal (Attachment A) in its entirety.
2. Fully executed Non-Collusion Certificate - Attachment B.
3. Proof of current business and licenses.
4. Statement that only US Citizens or legal immigrants are employed.
5. Proof of minimum insurance requirements as detailed in Section IX below.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

A. The contract will commence upon award by the County Council and shall be for a term of one year from such commencement date. It may be renewed by mutual agreement within sixty (60) days of termination.

If the Firm and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days notice to render satisfactory service. If at the expiration of such thirty (30) calendar days notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract. Either party may terminate the contract by providing thirty (30) days written notice to the other party.
VII. **USE OF EXISTING DOCUMENTS:**

Berkeley County shall cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council’s possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Council accept any responsibility for any such inaccuracy relied upon by the Vendor.

VIII. **COMPENSATION TO THE VENDOR:**

Invoices must be submitted to:

Berkeley County Council  
400 W. Stephen Street  
Suite 201  
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

IX. **INSURANCE REQUIREMENTS:**

**Professional Liability** – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million ($1,000,000) dollars, with a minimum coverage of one million ($1,000,000) dollars per occurrence and one million ($1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

X. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

The successful Bidder will be required to furnish, at the Bidder’s expense, a Performance Bond for One Hundred Percent (100%) of the contract award. Bonds must be issued by a company licensed to transact surety insurance in West Virginia.

XI. **SELECTION PROCESS:**

A. This solicitation is issued pursuant to the implementation of Berkeley County’s Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.

B. A Selection Committee appointed by the County Council will evaluate responses to this request and select those firms judged to be most qualified.

C. It is the County Council’s intent to open and review each firm’s Qualifications & Experience/ Technical Proposal to determine a firm’s qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm’s Qualifications & Experience/Technical Proposal is acceptable, then, price will be considered.
D. Since it is the County Council’s desire to select the most qualified firm, the Selection Committee reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.

E. Selection criteria to be used by the Committee are:

1. Responsiveness to the scope of work and these instructions;
2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
4. Oral presentations, if required;
5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
7. Firm’s capacity to perform the work, giving consideration to current workloads;
8. Firm’s familiarity with problems applicable to this type of services;
9. References from previous clients, including size and scope of the services, name and telephone number of contact person.

XII. PROPOSALS AND AWARD SCHEDULE:

A. Proposals received prior to the deadline will be treated as confidential, until receipt of all Proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.

B. It is expected that the contract award will be made within forty-five (45) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.

C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.

D. Proposals may not be altered or amended after they are opened.

E. The approval or disapproval of the Company’s Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Firm/Company as to this Committee’s prior knowledge of their abilities.

F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of any one or more of the applicants.

XIV. TERMS AND CONDITIONS:

A. The County Council reserves the right to reject any or all proposals. It further reserves the
right to award the contract to the bid considered the next best, if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.

B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of any one or more of the applicants.

C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.

D. The selected Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.

E. Selected Firm/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.

F. No reports, information or data given to or prepared by the Firm/Company pursuant to this agreement shall be made available to any third party by the Firm/Company without the prior written approval of the Berkeley County Council.

G. Firms/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.

H. Berkeley County shall not be liable for any costs incurred by the Firm/Company in regard to preparation of its proposal.

I. Berkeley County reserves the right to request interviews.

J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.

K. Berkeley County reserves the right to not hold discussions after award of the contract.

L. By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the provisions set forth in this request that it fully understands the obligations and responsibilities set forth therein.

M. The Firm/Company shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
N. The Firm/Company hereby represents and warrants:

1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;

4. That the facts and matters set forth within the Vendor’s response to this RFP and subsequently in any contract or amendment thereto are accurate, true and correct and shall be incorporated and made a part hereof as though set forth herein verbatim.

O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted for, upon contract award, shall, at the election of the County Council, be grounds for termination of the contract. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.

P. Hold Harmless/Indemnification: If a contract is awarded, the successful Firm/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm’s/Company’s performance of the contract awarded. Any property or work to be provided by the Firm/Company under the contemplated contract will remain at the Firm’s/Company’s risk until written acceptance by the County Council; and the Firm/Company will replace, at Firm’s/Company’s expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.

Q. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving thirty (30) days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Firm/Company be paid any amount that exceeds the price proposed for the work performed. The Firm/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
R. **Termination for Default:** When the Firm/Company has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Failure on the part of a Firm/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Firm/Company shall be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.

S. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

T. **Interpretation:** The contract resulting from this proposal shall be governed by the laws of the State of West Virginia.

**XV. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the RFP or be in doubt of the meaning of any provision therein, it should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the RFP documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under its proposal as submitted. Berkeley County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** No requests received after **4:00 p.m., Friday, April 28, 2017** shall be considered. Every interpretation made by Berkeley County shall be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.
LIST OF APPENDICES THAT ARE ATTACHED

Attachment A – Questionnaire
Attachment B – Price Proposal
Attachment C – Non-Collusion Certificate
ATTACHMENT A
QUESTIONNAIRE

This sheet must be included in your proposal. The County Council will utilize this sheet for purposes of reading the proposal into the public record. Please provide a response to each question.

Company Name:____________________________
Proposer Name:____________________________
Date: _______________
Date Offer Expires: _________________________

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
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<tbody>
<tr>
<td>What is the name of your fuel card program?</td>
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<tr>
<td>Is your program designed for government entities and tax exempt organizations?</td>
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<tr>
<td>Can you provide a list of the stations that accept your cards in the following Zip Codes: 25401, 25402, 25403, 25404, 25405, 25413, 25419, 25420, 25421, 25427, and 25428, and 25440?</td>
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<td>Are PIN numbers issued to authorized card users?</td>
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<td>Can fueling limits be placed on individual cards that are administered by district staff?</td>
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<td>How is the price per gallon determined?</td>
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<td>Are there any administrative or one time fees associated with the program?</td>
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<td>How are cards generated and is there a cost to replace a lost or stolen card?</td>
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<td>How long does it take to issue new or replacement cards?</td>
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<td>Are odometer readings required at the pump?</td>
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<td>Can miles per gallon be tracked on reports?</td>
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ATTACHMENT B
PRICE PROPOSAL

INSTRUCTIONS
This sheet must be placed on the very top of your price proposal. The County Council will utilize this sheet for purposes of reading the proposal into the public record.

Berkeley County Council
400 West Stephen Street
Suite 201
Martinsburg, WV, 25401

Bid Title: Berkeley County Fleet Fuel Card Program

Bid Due Date & Time: Wednesday, May 3, 2017 no later than 4:00 PM

Bid Opening Date & Time: Thursday, May 4, 2017 @ 10:00 AM

We have received all documents related to the above referenced project. We have examined all documents, received all addenda, attended the mandatory pre-bid conference, and have had the opportunity to ask for any needed clarifications. We hereby provide all services required for the successful completion of the project.

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<tr>
<th>Description</th>
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<th>Notes</th>
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<tr>
<td>Fees, Discounts &amp; Rebates</td>
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<td>Monthly Card Fees</td>
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<td>Annual Card Fees</td>
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<td>Transaction Fees</td>
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<td>Late payment/Late Charges Fees</td>
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<td>Software Fees</td>
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<td>Report Fees</td>
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<td>Charges for Replacement Cards</td>
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<td>Charge for Special Embossing of Cards</td>
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<td>Other Fees or Charges</td>
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<tr>
<td>Discounts/Unit Prices</td>
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Vendor Name & Address:___________________________________________________________

__________________________________________________________________________

By:________________________________________________________ (Authorized Signature)

Title:________________________________________________________ (Date)

West Virginia Business License
Number:________________________________________________________
ATTACHMENT B
NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the ________________________________

(Title)
and the duly authorized representative of the firm of ________________________________

____________________________________________________________________________________

whose address is ______________________________________________________________________

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor
any of its other representatives I here represent have:

(a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in
the compilation of the bid or offer being submitted herewith;

(b) Not in any manner, directly or indirectly, entered into any agreement, participated in any
 collusion to fix the bid price or price proposal of the bidder or offeror herein or any
 competitor, or competitive bidding in connection with the Contract for which the within
 bid or offer is submitted; and that no member of the County Council of Berkeley County,
 West Virginia, administrative or supervisory personnel or other employees of Berkeley
 County have any interest in the bidding company except as follows: (complete if
 applicable)

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true
to the best of my knowledge, information, and belief.

______________________________
Signature

______________________________
Date

______________________________
Printed or Typed Name