



## **West Virginia Parkways Authority**

### **REQUEST FOR PROPOSALS**

The West Virginia Parkways Authority will receive sealed proposals for the following:

**ATM SERVICES FOR THE WEST VIRGINIA PARKWAYS AUTHORITY'S  
THREE TRAVEL PLAZAS, PRINCETON WELCOME CENTER AND MILEPOST 69 REST AREA  
AND  
TAMARACK, THE BEST OF WEST VIRGINIA**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, October 21, 2014**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 a.m. and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed or late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

In addition to the separation of the technical portion of the proposal from the cost/revenue portion of the proposal as specified in the RFP, all proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

**Attn: Purchasing Department**

**RFP: ATM SERVICES**

**Bid Opening Date: October 21, 2014**

This RFP is available at [www.wvturnpike.com](http://www.wvturnpike.com).

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

# REQUEST FOR PROPOSALS TO PROVIDE AUTOMATED TELLER MACHINES (ATM'S)

## GENERAL INFORMATION FOR CONTRACTORS

- Introduction

The West Virginia Parkways Authority (hereinafter "WVPA" or "Authority") is a public corporate instrumentality of the State of West Virginia and has statutory authority to collect tolls and other revenues and provide for the maintenance and operation of 88 miles of interstate highway that constitutes the West Virginia Turnpike. The Authority is governed by a nine member Board including the Governor or his designee that establishes policy for its operation. The Authority operates three full-service travel plazas that include restaurants and fueling facilities, a rest area that includes a welcome center, a rest area that includes a snack shop and a retail center known as Tamarack, The Best of West Virginia.

For more detailed information and access to the Authority's Comprehensive Annual Financial Report, please visit the WVPA's website at [www.wvturnpike.com](http://www.wvturnpike.com).

- Description of Work

**Purpose:** This Request for Proposal (RFP) provides interested Contractors/Vendors with sufficient information to enable them to prepare and submit proposals for consideration by the WVPA to satisfy its need for ATM Services to serve its customers and patrons at its Tamarack retail facility, two rest areas (as described herein) and three (3) travel plaza locations. The existing ATM Agreement is currently in a month to month status and the Authority is issuing this RFP seeking a new agreement for ATM services.

**Scope:** The ATM network being sought by the Authority must offer basic banking transactions to cardholders from network and non-network affiliated financial institutions including cash withdrawals, cash advances, balance inquiries, account transfers, etc. For those ATM customers affiliated with a member financial institution, the customer must be able to execute a surcharge free transparent transaction identical to one transacted at the customer's underlying financial institution.

**Required Phase-In:** The successful Vendor will be required to phase-in the ATM network and coordinate activities not only with the Authority but also with the Travel Plaza Managers, as well as the supervisors of the Princeton Welcome Center, Tamarack and the Mile Post 69 Rest Area.

**Type of Contract:** The successful vendor /contractor will enter into a revenue sharing agreement with the Authority. The Authority may in its sole discretion undertake

consideration of the Proposers whose proposals, as to revenue and other factors, demonstrate that they are qualified, responsible, and capable of performing the work. The information requested in this section shall constitute the proposer's detailed analysis of how ATM and other sources of revenue (for example market based revenue opportunities such as advertising revenue) will be shared between the successful contractor/vendor and the Authority.

(See Exhibit A, 12 Month History of ATM Transactions and Surcharge Revenues)

**Locations:**

**Site A: Princeton Welcome Center** - Milepost 9 - Intersection of US Route 460 and West Virginia Turnpike.

**Site B: Bluestone Travel Plaza** - Milepost 17 - West Virginia Turnpike, Northbound entry only.

**Site C: Beckley Travel Plaza** - Milepost 45 - West Virginia Turnpike.

**Site D: Tamarack: *The Best of West Virginia*** - Milepost 45 - West Virginia Turnpike.

**Site E: Morton Travel Plaza** - Milepost 72 – West Virginia Turnpike, Northbound entry only.

**Site F (New - Proposed): MP 69 Snack Shop** - Milepost 69 – West Virginia Turnpike, Southbound entry only.

WVPA requires all proposers to submit an RFP that proposes ATM services described at all six ATM locations as one total package.

It is the responsibility of each proposer to visit the locations should they choose to do so.

WVPA will only assist in the installation of any ATMs to the point of providing adequate space and electrical service; all other installation, including telephone connection and data lines, will be the responsibility of the Contractor. Existing dedicated electrical power lines and data lines for current ATM's may be utilized by the contractor provided it is at no cost to the Authority.

The Contract will be for a fixed period of time through April 30, 2019 with a one (1) one-year extension option period, exercisable at the sole discretion of the WVPA.

## Questions

IMPORTANT – RESTRICTIONS OF COMMUNICATIONS From the time of advertisement of this solicitation (RFP) until a contract is executed (final award) with a successful proposer and such final award is announced by the Authority, interested entities are not allowed to communicate about this solicitation or scope with any staff or any official representatives of WVPA except for submission of questions as instructed in the RFP. Proposers, Finalist(s), and Apparent Awardee(s) are restricted from making public statements or press releases about their selection as finalists or their apparent award. For violation of this restriction, WVPA reserves the right to reject the submittal of the offending proposer.

All questions relating to the RFP may be submitted (in writing via email as indicated below) to clarify any points in the RFP which may not have been clearly understood. No questions asked in any other manner will be answered. If any questions make necessary the issuance of an addendum, the addendum will be furnished to all parties. Only responses and Addenda, which have been issued by the Authority, shall be valid. All questions relating to this RFP must be addressed via e-mail to Shelley Clay, Director of Purchasing at [sclay@wvturnpike.com](mailto:sclay@wvturnpike.com) no later than 2:00 PM on Wednesday, October 15, 2014. All questions and written answers will be posted to the Authority's website as an addendum to and become part of this RFP. It is the responsibility of each proposer to check the Authority's website.

- Award of the Contract

The WVPA may make one award or multiple awards resulting from this procurement.

- WVPA contemplates awarding a contract or contracts resulting from this solicitation to the responsible Contractor(s) whose proposal is deemed to best conform to the solicitation and will be most advantageous to the Authority in terms of service, revenue and other factors, specified elsewhere in this solicitation, considered "Best Value". In the context of this solicitation, the word "Price" is synonymous with "Revenue".
- WVPA intends to evaluate proposals and award a contract or contracts without discussions with Contractors (except clarifications). Therefore, the Contractor's initial proposal should contain the contractor's best terms from a "revenue" and "technical" standpoint.
- Clarifications or limited communications with a Contractor may be conducted by WVPA at any time after receipt of proposals to resolve minor or clerical errors or certain aspects of the proposals.

- WVPA reserves the right to: (1) reject any or all proposals received as a result of this RFP at any time prior to acceptance of proposals or award of Contract if such action is in WVPA's best interest, (2) waive informalities and minor irregularities in offers received, (3) evaluate Revenue Proposals from Contractors whose Technical Proposals conform to this Request for Proposal, and (4) accept other than the highest offer and award the Contract to that responsible Contractor whose proposal is most advantageous to WVPA based on Revenue and Technical merit and considered by WVPA as Best Value proposal.
- Information Required From Proposers

To be considered, the proposal must respond to all requirements in the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to a proposal.

- Proposal Requirements
  - Proposals are requested and shall be received in two (2) distinct parts: Part 1: technical; and Part 2: revenue/price. The Technical Proposal and the Revenue / Price Proposal shall be submitted sealed in separate envelopes which shall be appropriately marked. The Technical Proposal shall not contain any revenue/pricing information. The Revenue/Price Proposal will not be opened initially.
  - The contractor shall submit the following information:
    1. Six (6) copies of the revenue/price proposal in a separate sealed envelope, clearly labeled "Revenue/Price Proposal".
    2. Six (6) copies of the technical proposal in a separate sealed envelope clearly labeled "Technical Proposal".
    3. FAILURE TO MEET THE ABOVE REQUIREMENTS MAY RESULT IN DISQUALIFICATION OF ANY SUCH PROPOSAL.
    4. Each technical proposal and revenue proposal shall contain numbered pages, an index and an executive summary.

**Technical Proposal:** Each technical proposal shall enable WVPA personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of WVPA. To this end, each technical proposal shall be specific, detailed, and complete to clearly and fully demonstrate that the prospective Contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase any requirements or attest that standard procedures will be employed are inadequate to demonstrate how the Contractor intends to comply with the requirements of the RFP.

**Revenue/Pricing Proposal:**

All information relating to revenue data must be included in this envelope.

Each Contractor shall include a Revenue Schedule for the base period. Any and all conditions associated with revenue submission shall be detailed in the Revenue Proposal.

**Revenue Sharing.** The information requested in this section shall constitute the Proposer's detailed analysis of how ATM and other sources of revenue (for example, market based revenue opportunities/advertisement revenue [MBRO]) will be shared between the contractor and the Authority.

**Any costs not provided for in the proposal will be assumed as no charge to the Authority.**

For further details see General Responsibilities of the Parties starting on Page 9 of this RFP.

The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Authority may make such investigations as deemed necessary to determine the ability of any Proposer to perform the services described within the RFP (the "Work"), and the Proposer shall furnish to the Authority all such information and data for this purpose as requested by the Authority. The Authority reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Authority that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the Work.

**Statement of the Services.** State in succinct terms your understanding of the services required by this RFP.

**Plan of Work.** Describe in narrative form your technical plan for accomplishing the Work. Use the task descriptions in this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained and documented if necessary.

**Prior Experience.** Include experience in delivering and operating ATMs at non-bank locations, your experience in dealing with and entering into revenue sharing agreements. Also include any special techniques or experience considered necessary to accomplish the Work. The experience described should represent work actually done by individuals who will be assigned to this project as well as that of your company/organization. Projects referred to should be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency to be contacted. For non-proprietor bank contractors, identify the number of banks in your network, names of the banks, and experience running the network.

**Personnel.** Include the number and names, where practicable, of all personnel and their titles who will be engaged in the Work. Show where these personnel will be physically located during the time they are engaged in this Work. Include through a resume or similar document, education, and experience in ATM Services. Also include any special techniques or experience the proposer considers necessary to accomplishment of this Work. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors, if any, you intend to use and the services they will perform.

Subcontracting: Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period, use of any subcontractors by the successful Proposer, which are not previously identified in the proposal, must first be approved in writing by the Authority.

**Training.** If appropriate, indicate recommended training of the Authority personnel, if any. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number of and frequency of sessions, and number and level of instructors

**Business References.**

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number and a contact person.

**Emergency Operating and Recovery Plan.**

As part of any contract award, the vendor shall be required to maintain an Emergency Operating and Recovery Plan designated to minimize any disruption to the ATM services. The plan, contingency and backup procedures shall be made available for review by the Authority. Given a worse-case scenario, the contractor/vendor should be completely functional within 24 hours of a major emergency situation. The vendor must fully cooperate during any and all plan testing operations initiated by the Authority.

General Responsibilities of the Parties to the Contract:

- Responsibilities of the Proposer / Contractor
  - ATM equipment and Telephone System and/or data lines connection in each location listed. All such lines must be done outside of WVPA network. Contractor must provide its own line and services unless such lines are available from prior Vendors at no cost to the WVPA.
  - All customer service functions and a support network for ATMs.
  - Furnish and identify a contractor manager who would serve as liaison to WVPA as client. The contractor manager would be a main point of contact for WVPA and any issues pertaining to the contract would be coordinated with the contractor's manager.
  - Subcontracts

Subcontracts by the Contractor for the Contracted Premises or use of the facilities must be approved in writing in advance by WVPA.
  - Alterations & Signage

All alterations or renovations, including signage removal and/or installation must be reviewed and approved in writing by WVPA and are at the sole expense and responsibility of the Contractor unless other provisions have been made with WVPA. Signage must be routinely inspected and maintained in conformance with contract requirements.
  - Security

All ATMs must be securely installed with functioning cameras.
  - Taxes / Permits

The Contractor shall assume the obligation of paying all taxes including sales taxes and other taxes, fees or charges levied, on account of, or in connection with their operations. The Contractor shall be required, at no cost to WVPA, to obtain and maintain as current, all permits required by local or state agencies.

- **Installation Schedule**

Within 15 calendar days of the Notice of Award, the Contractor(s) shall submit an installation schedule to WVPA for approval. WVPA will respond within 15 calendar days.

- Contractor(s) shall provide a “trouble call” telephone number which is answered twenty-four (24) hours per day, seven (7) days per week and which is prominently displayed on each ATM. Repairs must be made within 24 hours in order to keep ATM’s up and running. A Performance Penalty will be charged for failure to meet the requirements of this section equal to \$50.00 per 24 hour period/per location that an ATM is not up and running.

- **Reporting**

The Contractor shall provide a monthly report of ATM usage to be determined, by WVPA location, no later than the 20th day of the month for the previous month’s usage. The report should include breakdown of WVPA’s revenue share.

- **WVPA Public Safety**

The WVPA will not be held responsible for any security incidents regarding Contractor equipment.

- **Equipment**

The Contractor is responsible, at its sole cost and expense, for all repairs, replacement, and/or maintenance of Contractor owned, contractor rented, loaned, and/or otherwise acquired equipment. The Contractor is required to keep said equipment in good operating order and condition consistent with manufacturer’s specifications and/or WVPA’s requirements of safety, sanitation, and functionality.

- Revenue for WVPA

The Contractor will be responsible for providing any revenues to WVPA based upon its proposal and as specified in the terms of the contract award.

- Responsibilities of WVPA

- Adequate space and appropriate electrical connection at each location listed. Providing access to the ATM machine(s) located in the designated spaces.

- Contract Administration

The Contractor's Manager shall interface at WVPA with the Project Manager or his designee. The designated Project Manager may be changed at the option of WVPA by a written notice to the Contractor without a formal Contract amendment. All notices, requests, and other formal communications under this Contract shall be given to or by the Project Manager. The Project Manager is the main point of contact for WVPA and any issue pertaining to the Contractor shall be coordinated with the Project Manager.

- Restrictions Placed on Contractor by WVPA

- Use of Contracted Premises

The Contracted Premises shall be used exclusively for the installation of an ATM.

- Renovations

The Contractor shall not make any modifications to the contracted premises without prior written approval from WVPA.

- Rights of WVPA

WVPA shall have the right to send representatives into the Contracted Premises, at any time, for inspections or other purposes approved by the Project Manager. The Contracted Premises shall be returned to WVPA at the end of the Contract period in a condition acceptable to WVPA, reasonable wear and tear excepted, as determined by the WVPA Manager.

Commencement of Work After Selection:

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Authority shall issue a written Notice to Proceed to the selected Proposer authorizing the Work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice To Proceed and the Authority shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Authority employee has the authority to verbally direct the commencement of any work under this Contract.**

### **CRITERIA FOR SELECTION**

**Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all revenue data is kept separate from and not included in the Technical Submittal.

Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Authority. The committee will recommend for selection the proposal that most closely meets the requirements of the RFP and satisfies Authority needs. Award will only be made to a Proposer determined by the Authority to be responsive, responsible and represent the Best Value as determined in the sole discretion of WVPA.

The following criteria will be used in evaluating each proposal:

- **Understanding the Services Requested.** This refers to the Proposer's understanding of the Authority's needs that generated the RFP, of the Authority's objectives in asking for the services, and of the nature and scope of the Work involved.
- **Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of this RFP, especially the time constraint and the quality, relevancy, and the recentness of the projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a contract or project of this size.
- **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience

and education, with the particular reference to experience on services similar to those described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

- **Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the services. Of equal importance is whether the technical approach is completely responsive to all written requirements contained in the RFP and if it appears to meet Authority objectives.
- **Revenue Sharing.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Authority reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the most revenue to the Authority. The Authority will select the firm with the proposal that best meets its needs (Best Value), at the sole discretion of the Authority.
- **Mandatory Requirements.** The terms “must”, “will”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or fact. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Authority.

## **WORK STATEMENT**

### **Objectives.**

Enter into a revenue sharing agreement with a vendor who will own, install, maintain, operate and service ATMs at the Authority’s three (3) travel plazas on the West Virginia Turnpike, at the Welcome Center at Exit 9, Princeton, WV, The Rest Area at Mile Post 69 on the West Virginia Turnpike (not currently serviced by ATM’s) and at the Tamarack facility located at Exit 45 on the West Virginia Turnpike.

### **Nature and Scope of the Project.**

The vendor will implement and maintain an ATM network at all designated locations on or near the West Virginia Turnpike system. The ATM network will offer basic banking transactions to cardholders from network and non-network affiliated financial institutions including cash withdrawals, cash advances, balance inquiries, account transfers, etc. For those ATM customers affiliated with a member financial institution, the customer will execute a surcharge free transparent transaction identical to the customer’s underlying financial institution.

WVPA is not interested in proposals that provide for the Authority owning, maintaining, or being responsible for the operation of any ATM. The machine(s) that will be placed in the designated areas for each of the sites will be the sole responsibility of the Contractor.

ATM signage is available on Travel Plaza Signs (signage along the Turnpike usually within 2 miles before the Travel Plaza to alert travelers to services provided). The vendor is required to provide such ATM signage to the Authority at the vendor's expense.

### **Tasks.**

- Provide basic ATM transactions to all cardholders.
- ATM network bank customers' transactions without charge.
- ATM non-network bank customers' basic ATM functionality with any required fee disclosure.
- ATM brand-wrapping requires Authority approved branding.
- Looped video advertisements will require Authority approval prior to release.
- ATMs must offer the cardholder a receipt.

The Proposer may recommend modifications to the Work in the proposal. WVPA is not required to accept or incorporate any such recommendations.

### General Information

- Proposal Format and Page Limits

There are no page limitations associated with the proposals.

- Proposal Page and Character Size

The page size of the Contractor's proposal shall not exceed 8 ½ by 11 inches, except for foldouts which may not exceed 11 by 17 inches. The page margins shall not be smaller than one inch on all four sides. The type size for text shall neither be smaller than 10 point nor more than 12 point, with at least one and one half (1 ½) line spacing. The type size for figures and tables shall be no smaller than 8 point, with proportional spacing permitted.

- Contents

- Restriction on Disclosure and Use of Data

- WVPA shall provide all reasonable precautions to insure that proprietary, technical and pricing information remains within the

review process except where otherwise ordered by an administrative or judicial body, as necessary to use in a judicial or administrative proceeding or as otherwise required by law. Proposers shall attach to each page of any proprietary data submitted with the solicitation the following legend:

“The data contained on this page shall not be disclosed outside WVPA, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer; provided that, if a contract is awarded on the basis of that offer, WVPA shall have the right to duplicate, use, and disclose this data, in any manner and for any purpose whatsoever.”

Note: The Authority is subject to the provisions of the West Virginia Freedom of Information Act which mandates disclosure of information subject to limited exceptions. The Authority will notify proposal vendor of such status and vendor can take steps necessary to protect such information.

- This restriction does not limit WVPA’s right to use information contained in this data if it is or has been obtained by WVPA from another independent legitimate source.
- Except for the foregoing limitation, WVPA may duplicate, use, and disclose in any manner and for any purpose whatsoever and have others so do, all data furnished in response to this solicitation.”
- Price Proposal Evaluation Criteria
  - Proposals received hereunder shall be subject to analysis of all important aspects of projected revenue to WVPA to determine price reasonableness.
  - Should WVPA determine that there is not adequate revenue competition or that a revenue analysis does not provide an acceptable basis for determining revenue reasonableness, it may conduct an overall financial analysis.
- Proposed Evaluation Factors (Technical and Revenue)

Each Technical and Revenue Proposal will be reviewed and evaluated individually by WVPA in accordance with procurement policy and procedures.

This is a “Best Value,” competitive selection. Award(s) will be made to the Contractor(s) who are deemed responsible in accordance with the RFP requirements; possesses the management, financial, technical and appropriate facility capabilities requirements; and are judged by a comprehensive assessment of the evaluation criteria to be the most advantageous to WVPA, revenue and other factors considered. Evaluation factors are identified below not necessarily in order of importance. For evaluation purposes, as proposals become more technically equivalent, revenue becomes more important.

WVPA is more concerned with obtaining excellent technical features than with making an award to the Contractor offering the highest revenue stream. However, WVPA will not make an award at significantly lower overall revenue to WVPA to achieve only slightly superior technical features.

- Technical Area:

The technical evaluation factors are listed below:

- Corporate Experience: Contractors must include, in their proposals, a list of all of the projects that they have completed over the last 3 years that are comparable to the work defined in the Scope of Services of the RFP. Proposals must include a description of each referenced project that includes a profile of the work performed, the period of performance, the size of the project and contact persons and telephone numbers. Contractors will be evaluated on their performance record in successfully providing these services.
- Program Description: Location, size of equipment, ATM machine features and/or product cut sheet, method of securing ATM, method of installing/using (POTS) Plain Ordinary Telephone System in location, method of cash replenishment.
- Operations Plan: Contractor shall provide a plan which describes the problem resolution available to customers
- Customer Fee Schedule: Contractor shall describe in the proposed fee schedule for ATM usage and what if any percentage will be shared with WVPA. The fee schedule for ATM usage must be considered by WVPA as reasonable based on industry criteria.

- Revenue Area:

The information requested in this section shall constitute your detailed analysis of how ATM fees and other revenues will be shared between the Contractor and WVPA. The Revenue Sharing shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.

Any costs not provided for or addressed in the proposal will be assumed as no charge to WVPA.

Each Contractor's Revenue Proposal will be evaluated in terms of the following, which are equal in importance:

- WVPA will evaluate revenue for reasonableness by performing a price analysis if adequate price competition exists and by cost analysis if adequate price competition does not exist, to ascertain if fair and reasonable pricing exists.
- WVPA will evaluate the compatibility of Contractor proposed revenues and skill levels with the Contractor's Technical Proposal.
- WVPA will evaluate completeness of the Contractor's revenue data for all RFP requirements.
- Evaluation and Award
  - Evaluation Process: Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that: they meet all of the mandatory specifications required; and, has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and, attains the highest overall point score of all Vendors, shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- Evaluation Criteria: All evaluation criteria is defined in the requirements section and based on a 100 point total score. Revenue shall represent a minimum of 40 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

|                                 |                           |
|---------------------------------|---------------------------|
| • Qualifications and experience | 30 Points Possible        |
| • Approach and methodology      | 30 Points Possible        |
| • Revenue                       | <u>40 Points Possible</u> |
| Total                           | 100 Points Possible       |

Each revenue submittal proposal will be scored by use of the following formula for all Vendors who achieved the minimum acceptable score:

- Technical Evaluation: The Authority evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Authority.
- Minimum Acceptable Score: Vendors must score a minimum of 70% (42 points) on the total technical evaluation points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the proposer's technical proposal failing to meet the minimum acceptable score and the proposer's technical proposal failing to meet a mandatory requirement of the RFP or the contract. Revenue submittal bids for non-qualifying proposals will also be opened but shall not be considered.
- Revenue Submittals Evaluation: The Authority evaluation committee will review the revenue submittals, assign appropriate points, and make a final recommendation to the Authority.

The contractor assumes full responsibility for and shall indemnify WVPA against any and all losses or damage of whatsoever kind and nature to any and all WVPA owned property, while in the custody and care of the Contractor for use, storage, repair, or service to be performed under the terms of the Contract; resulting in whole or in part from negligent acts or omissions of the contractor, or any employee, agent, customer, or representative of the Contractor.

If due to the fault and/or the negligent acts, whether of commission or omission, and WVPA owned property is lost or damaged as a result of the Contractor's performance of work, the Contractor shall be responsible to WVPA for such loss or damage, and WVPA, at its option, may in lieu of payment thereof, require the contractor to replace at its own expense, all property lost or damaged.

The Contractor will give the Project Manager written notice of any fire or damage occurring to the contracted premises and a copy of all notices received by the Contractor of any claim for bodily injury occurring within/on WVPA property within 24 hours of occurrence or receipt.

Insurance – The apparent successful Vendor shall furnish proof of the following insurance prior to contract award:

Proposer agrees that it will obtain and maintain Commercial General Liability, Commercial Automobile Liability (designated Symbol 1), Workers Compensation and Employer's Liability, including standard form Insurance Services Office (ISO) contractual liability provisions, with a combined single limit of at least One Million Dollars insuring against damage resulting from injuries including wrongful death and property damage for any accident or accidents which occur and involve the work performed by Applicant or the installations and appurtenances thereto left subsequent to the completion of Applicant's work. Such insurance shall apply to any accident occurring upon Authority property and to any accident occurring off the Authority's property while engaged in work originating pursuant to or related to the contract. The Authority shall be included as an Additional Insured under the Commercial General Liability and Commercial Automobile Liability policies.

The Commercial General Liability, Commercial Automobile Liability, Workers Compensation and Employer's Liability insurance policies will waive any rights by the insurer to subrogate against the Authority.

Proposal shall require that all contractors and subcontractors working or providing services or materials to this project carry the same insurance required of Proposer under the terms of this RFP Proposal, including the naming of the Authority as an additional insured.

**West Virginia Parkways Authority  
ATM Transaction & Surcharge Revenue  
Last 12 Months Through November 30, 2013**

**Exhibit A**

| Month     | Contractor Non-Customer Transactions |           |         |        | Contractor Customer Transactions |          |           |         | Parkways Revenue |        |                  |
|-----------|--------------------------------------|-----------|---------|--------|----------------------------------|----------|-----------|---------|------------------|--------|------------------|
|           | Tamarack                             | Princeton | Beckley | Morton | Bluestone                        | Tamarack | Princeton | Beckley |                  | Morton | Bluestone        |
| December  | 129                                  | 61        | 1,603   | 681    | 761                              | 25       | 5         | 48      | 22               | 9      | 5,283.52         |
| January   | 65                                   | 48        | 1,254   | 547    | 544                              | 14       | 6         | 62      | 21               | 5      | 4,054.28         |
| February  | 82                                   | 42        | 1,126   | 544    | 525                              | 213      | 3         | 41      | 29               | 12     | 4,134.86         |
| March     | 110                                  | 62        | 1,703   | 640    | 741                              | 16       | 3         | 60      | 21               | 15     | 5,326.18         |
| April     | 123                                  | 69        | 1,588   | 704    | 701                              | 23       | 3         | 48      | 28               | 13     | 5,214.00         |
| May       | 157                                  | 75        | 1,790   | 772    | 766                              | 26       | 4         | 72      | 22               | 9      | 5,834.94         |
| June      | 154                                  | 91        | 1,948   | 854    | 936                              | 27       | 4         | 54      | 18               | 18     | 6,484.32         |
| July      | 189                                  | 99        | 2,131   | 895    | 983                              | 21       | 11        | 53      | 32               | 10     | 6,989.92         |
| August    | 179                                  | 74        | 2,443   | 1,012  | 995                              | 18       | 4         | 75      | 29               | 13     | 7,650.36         |
| September | 153                                  | 70        | 1,653   | 724    | 790                              | 19       | 7         | 56      | 26               | 20     | 5,558.44         |
| October   | 122                                  | 45        | 1,800   | 770    | 822                              | 13       | 4         | 69      | 33               | 18     | 5,839.68         |
| November  | 123                                  | 55        | 1,778   | 819    | 729                              | 8        | 8         | 37      | 26               | 7      | 5,672.20         |
|           |                                      |           |         |        |                                  |          |           |         |                  |        | <u>68,042.70</u> |

**Contract - Contractor pays 63% (currently \$1.58) of surcharge on all approved contractor non-customer withdrawals.**

**During any month in which the aggregate number of contractor customer transactions exceeds 2% of the aggregate number of contractor non-customer transactions at all locations, contractor agrees to pay 63% for each approved contractor customer transaction.**