



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

Purchase Order

PURCHASE ORDER NO.
TCARD06

PAGE
1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*70903511302 304-295-3466
 UNITED BANK INC
 2650 GRAND CENTRAL AVENUE
 PO BOX 5190
 VIENNA WV 26105

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/21/2006		NET 30		550249860			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS IS A BLANKET OPEN-END STATEWIDE CONTRACT FOR TRAVEL CARD SERVICES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS TRAVEL CARD SHALL BE USED FOR TRAVEL-RELATED CHARGES FOR GOODS AND SERVICES.</p> <p>THIS AWARD IS PER THE FOLLOWING:</p> <ol style="list-style-type: none"> REQUEST FOR PROPOSAL DATED 10/03/05 AND ALL ADDENDA, AND ALL SPECIFICATIONS AND REQUIREMENTS ATTACHED THERETO. TCARD06 SPECIFICATIONS & REQUIREMENTS, ATTACHED, TEN PAGES, DATED 12/18/2006. VENDOR'S BID DATED OCTOBER 18, 2005 VENDOR'S LETTER DATED 12/18/06 CONFIRMING ACCEPTANCE OF AWARD. 							<p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>DEC 28 2006</p> <p><i>Beverly Toler</i></p>
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>DSF 12-22-06</i></p>						<p>OPEN END</p>	
						<p>TOTAL</p>	

Approved for same fiscal year
Dwayne Wayfield

BETTY FRANCISCO *304-558-0468*

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	10/31/2005	JB	946-35		0.00000		
	CREDIT CARD, CHARGE CARD SERVICES FOR TRAVEL						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 1, 2007 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO 304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>							
						TOTAL	

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

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	WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
	THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

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TCARD06 Specifications & Requirements

PART 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting proposals for a statewide contract covering travel card services for all for all West Virginia State Agencies and political subdivisions. This Travel Card shall be used for travel-related charges for goods and services.

1.2 Project:

The travel credit card shall be used for travel related charges only. These services will be used by all state entities and will also be available to local municipal governments, educational institutions and other political subdivisions throughout the state, at their option. The contract the state will enter into will provide travel cards to employees at no charge to the state. The individual cardholder shall be responsible for the charges and payments on such accounts. Travel credit cards may be recommended for travelers who travel as few as two times per year. Each department may have different thresholds where they request travel cards for their employees. Individual cardholders are liable for the balance on their travel card accounts and have a minimum of 60 days to pay from the date of posting and the cardholder is required to pay the balance in full. If the cardholder fails to pay the balance by the due date and becomes delinquent, United Bank follows normal collection procedures for the state program. Travel Coordinators may receive monthly delinquency reports if they have elected to do so. Bank advises travel Coordinator on team, ghost and personal account delinquencies. Payment terms for card holders – 60 days.

PART 2 OPERATING ENVIRONMENT

Location:

Travel Card Program is administered by the Purchasing Division of the Department of Administration, located in the Capitol Complex in Charleston, West Virginia.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The successful vendor shall work with the Travel Manager, (individual responsible for administering the program). Travel Manager will determine to whom the cards should be issued. The Travel Manager will provide list of approved work groups or employees authorized to receive/use the credit cards. Frequent revisions to the list (additions and deletions) may occur.

3.2 Scope of Work:

3.2.1 Single Provider

The State prefers a "one-stop/one-shop vendor". This means that the winning bidder

TCARD06

should be able to serve the travel card program as sole point of contact, rather than dealing with multiple banking or card providing institutions. The bidder must describe the capabilities in the proposal as well as the bidder's understanding of the issuance procedure envisioned by the State. The bidder may present alternative issuance procedures.

3.2.2 Cardholder Information (Mandatory)

The successful vendor shall **not** sell or distribute a list of participating agencies/institutions, addresses, cardholder names and addresses, or any other information to any person, firm or other entity for any purpose. Additionally, the vendor may not contact individual cardholders for any purpose not directly related to the use of the state travel card. **The bidder must clearly state in its proposal that it understands and will abide by these restrictions. This does not prohibit personal relationships between the banking institution and the individuals.**

3.2.3 Card Format/Design (Mandatory)

The successful vendor shall provide a card designed specifically and exclusively for the State of West Virginia Travel Card Program. Each card shall, at a minimum, include the following features:

- a. The name STATE OF WEST VIRGINIA shall be on the face of the card.
- b. The phrase FOR OFFICIAL USE ONLY shall be printed on the face.
- c. Vendor's toll free number for reporting a card lost or stolen shall be printed on the back of the card.

The state intends to establish policies and procedures to address possible misuse, fraud, and/or abuse. Bidder is requested to suggest clauses and or warnings that may be placed on the cardholder agreement/application form and card.

3.2.4 Liability (Mandatory)

The State of West Virginia will not accept proposals with any liability to the state for individual cardholders. The state will only enter into an agreement for travel card service at no charge to the State for individual cardholders. Vendor shall furnish cards without charging an annual fee to the designated employees of the state. In an effort to collaborate with the successful vendor, the state may agree to the following procedures:

- a. Credit risk review of cardholders.
- b. Overall account spending limit of \$2,000.00 (or more) and may agree to lesser limits for some individual cardholders.
- c. Various limits for cash advances to individual cardholders as agreed to by the state and the successful vendor.
- d. Blocking of all jewelry and electronic purchases, retail sales, on-line internet shopping, etc. as requested.
- e. Individual cardholders card may be canceled, suspended or blocked if charges become 60 days past due.

The state will require employees to use the successful vendor for official state business travel only. The state is willing to work with the vendor in establishing credit limits for each employee. The state will work with the vendor to control the reasonable limits of liability, but cannot accept liability for any cardholder. Individual cardholder credit checks may be

TCARD06

completed by the vendor prior to issuance of a travel card. However, such credit checks are the responsibility of the vendor and shall not become any liability for the state.

A. Team Accounts/Ghost Accounts

Team Accounts shall be issued as requested by the Travel Manager, to various state agencies and specifically issued to small groups or teams of individuals.

Ghost Accounts are bankcard accounts used by various agencies of the state to facilitate issuance of airline tickets, conference registrations and other purposes that do not require the issuance of a plastic bankcard and rely solely on a bankcard account number without the issuance of individual plastic cards. If payments for Team and Ghost accounts are late, vendor may pursue interest through the Tax Commissioner.

The State of West Virginia shall be responsible for all Team Accounts and Ghost Accounts as authorized through the contract; each agency using such account shall process and pay the properly prepared and submitted invoice by due date.

B. Control Restrictions

The directors of participating agencies and institutions shall determine how the cards will be used, consistent with the terms of any resulting contract.

The Travel manager must have the ability to control spending limits, cash advance limits, etc. for each cardholder. The bidder must describe their ability to provide limits and restrictions to the travel cards.

State agencies may be added to the program by written notice to the vendor from the state Travel Manager. The notice will provide the vendor with the agency name and address and the name and telephone number of the agency travel coordinator/cardholder.

Upon such notification, the vendor shall establish an account as requested with designated limits and restrictions (if any).

C. Customer Support

The successful vendor shall provide customer support to the Travel Manager, Travel Coordinator and cardholders. This support shall include, but not be limited to the following: (Bidder shall address each item.)

- a. Toll free telephone number (s) for card assistance; include description of hours and days of coverage for domestic and international travel.
- b. Toll free telephone number to report lost or stolen cards, include description of hours and days of coverage, for domestic and international travel
- c. Customer account representatives (state name, title, phone number, e-mail address) who would respond to cardholder or agency inquiries concerning billings and/or services for domestic and international travel.
- d. Clearly define the availability and cost of emergency replacement cards for domestic and international travel. State if you offer any additional services for the traveler.
- e. Clearly define the limits and extent of flight insurance and rental vehicle

TCARD06

- insurance for domestic and international travel.
- f. Clearly define the program for domestic and international travel assistance. Bidders response should include, but not necessarily be limited to the following topics: ATM cash access; travelers checks, excess lost baggage insurance; foreign currency and travelers check next day delivery; emergency cash, personal check cashing, passport assistance, immunization requirements, weather conditions, currency exchange rates, medical protection, legal referral service, roadside assistance service, airport lounges and business centers; ability to quickly change credit limit for travelers on extended or international travel status if credit limits are insufficient to cover actual reimbursable costs.

State prefers that customer service numbers be available 24 hours a day, seven days a week.

Questions, Credits and Disputed/Contested Charges

The bidders shall offer detailed methods for handling questions concerning charges on a statement. Information must include, but not be limited to:

- a. Directions to handle questions or disputed/contested charges on statement;
- b. Credit account (agency or individual) pending resolution of the questioned or disputed item; and
- c. Process credits for items resolved in agency/individual

D. Specific Plan for Providing Services

Bidder must address specific plans for providing travel card services.

1. Program Control

The following program control features information must be specifically addressed:

- a. Available charge card billing cycles
- b. Processing time necessary to issue card
- c. Bill inquiry response time;
- d. Billing procedures
- e. Lost or stolen card replacement capability and procedures
- f. Delinquent account collection procedures.
- g. Credit card collection procedures
- H. Capabilities to access supplier database information for reporting and management of suppliers/vendors.

2. Billing

Billings shall be provided on a monthly basis (or billing cycle) with statements provided to whomever the Travel Manager or agency coordinator identifies, including, but not limited to:

- a. Travel Manager;
- b. Agency Travel Coordinator; and
- c. Cardholders.

TCARD06

3. Reports

Bidder must be capable of providing the State with monthly and/or quarterly and/or annual reports. Bidders should explain their capabilities for the following:

- a. Type of business establishment (e.g., airline, restaurant, hotel, etc.)
- b. Total dollars paid by business type by agency and/or cardholder
- c. Total dollars paid to all merchants (by the cardholder on year-to-date basis). These reports should be sorted by merchants paid by the travel card in descending dollar amounts. A secondary sort would be the total payments to each merchant by individual state agencies and institutions.
- d. Vendor must provide electronic system access, in order to provide management information reports to the Travel Management Office. These reports must include billing information on actual airfare, lodging, car rental, and other charges, as well as account activity detail.
- e. The bidder shall describe how the reporting provides detail and summary reporting. Bidder shall provide the levels of detail for the cardholder, agency and Travel manager that are available. The bidder shall also describe options available to the state for frequency of reports, daily, quarterly, annual, ad hoc, etc.
- f. It would be advantageous to the state to use the state's accounting/coding structure for capturing data and reporting. Bidder must describe willingness and what possibilities exist to utilize the state's coding structures.
- h. Bidder should describe any other media that reports can be produced upon, e.g., disk, microfiche, CD, COLD technology, etc. Bidder should describe and provide samples of management and other reports that can be provided to participating agencies and institutions, and the State Travel manager. The central agencies of the state may request standard management information on a statewide basis. The bidder should explain their capability to transmit reports by hard copy, all magnetic formats (tapes, disk, etc.), or microfilm/fiche.. Include information on any media in which these reports are available and charges for these reports, if any. In addition, the bidder must describe options regarding the frequency of report productions (daily, weekly, monthly, ad hoc, etc.)

4. Changes in Cardholder or Agency Accounts

Any participating agency's Travel Coordinator may request a change to cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number, and may include termination or non-renewal of a cardholder's account. Bidder must state time required after receiving a change request for a cardholder account or agency master account and effecting the change.

5. Card Termination

The Travel manager or Travel Coordinator of each participating agency will immediately notify the vendor of card termination or cancellation. This notification may be made in verbally, but a written notification shall also be sent. Upon notification, the bidder shall immediately cancel that cardholder or work group account.

The bidder must state in the proposal an understanding of this requirement.

TCARD06

6. Lost or Stolen Cards

Cardholder, agency Coordinator and/or Travel Manager will immediately report lost or stolen credit cards to the bidder. Such reports will be in writing or verbally followed by a written notice. Bidder shall explain process for immediate cancellation and any emergency issuance of a replacement for the reported lost or stolen card. Vendor must accept verbal or written report of lost/stolen cards. Bidder must state time to have replacement cards in the mail. (Vendor must have capability of replacing cards within 48 hours of notification and should so state in their proposal or provide an explanation for non-compliance.) Cardholders shall not be liable for any unauthorized charge(s) on the account/card reported stolen.

Cancellation and Reinstatement Procedures

- a. Cancellation due to dismissal or resignation: If the state dismisses an employee, or if the employee resigns their position with the State of West Virginia, the employee must surrender their card to the Travel Coordinator or travel Manager. Such card shall be destroyed immediately and notify vendor, both verbally and in writing, that the employee is no longer employed with the state and that the account is to be closed. Upon such notification, the vendor shall immediately cancel that cardholder or work group account. If the state cannot retrieve the card, they will simply notify the vendor that the account is to be closed. Bidders must state the address and fax number to which such notice shall be sent.
- b. Cancellation due to nonpayment: Accounts that become delinquent or are a chronic delinquency problem may be subject to cancellation.
- c. Lost/Stolen Account Information: Employees should call the toll free number provided for lost or stolen cards immediately upon discovery of the fact. If the account is in good standing, vendor shall reissue a new account/card immediately.
- d. Suspicious Activity: Vendor will include description of fraud monitoring system currently in place that will detect behavior and/or spending habit changes which could indicate that a card or account is being used without the employee's knowledge. If such suspicion is raised, the vendor shall attempt to contact the employee.
- e. Reinstatement: Accounts that have been canceled for any reason will only be reinstated at the direction of the Travel Manager/Travel Coordinator.

E Program Enhancement/Acceptance of Bidder's Card

1. Program Enhancement

Bidder must describe any established program(s) to recruit new business for inclusion in the credit card program when notified by an agency that the vendor card is not accepted. Bidders must describe in their proposal their program for recruiting any new business.

TCARD06

2. Acceptance of Bidder's Card

Detailed information concerning the number and types of business establishments located geographically within West Virginia that accept the proposed Travel Card for travel related expenses. The bidder shall provide the number of travel related vendors within the State of West Virginia which accept the offered card. Travel and entertainment related vendors are defined as follows: Hotels, motels, travel agents, ticket agents, bars and taverns, railroads, gasoline stations, theaters, airlines, passenger railroads, amusement parks, and passenger car rentals.

F. Electronic Media/Automation Capabilities

1. Electronic Media

Bidder must describe capabilities of providing an electronic file containing monthly credit card billing information or other management reporting data electronic form that contain monthly credit card billing information or other management reporting data.

2. Automation Capabilities

The state recognizes the value of automation capabilities. Bidder must summarize the automation capabilities offered. The following topics must be addressed (and any others the bidder wishes to offer).

- a. On-line inquiries
- b. up-load and download capabilities
- c. Internet access

The state anticipates that the successful bidder will have a high degree of technical expertise. The bidder shall explain plans to retain that high level of expertise, addressing, but not limited to, the following topics:

- a. Research and development commitment.
- b. Continuing education of staff.
- c. Associations/memberships of bidder/staff.

G. Program Implementation

The state intends to implement the program statewide. Vendor will assist the state with an implementation plan, i.e., recommendations about the implementation of the pilots, suggesting the number of agencies to be used in pilot, recommended periods and benchmarking and success measurement techniques.

Bidder must provide copies of any forms, letters, applications and billing formats which must be completed in connection with this program.

Bidders must specify the time required to produce a card after a cardholder initially signs up (the length of time to deliver the card after the application process is completed).

H. Disaster Recovery Plan

Bidder must describe its disaster recovery plan in detail and indicate the length of time

TCARD06

required to restore full service assuming that the bidder's primary operation site is unavailable due to either man-made or natural disaster.

- d. in on-going operations for the duration of the contract.
- e. The physical location of employees assigned to this account.

3.4.1 *Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.2 *Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.3 *Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be

TCARD06

included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

3.4.4 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.5 *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.6 *Subcontracts/Joint Ventures:*

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

3.4.7 *Term of Contract & Renewals:*

This contract will be effective January 1, 2007 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.4.8 *Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms

TCARD06

of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.9 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4.10 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the State of West Virginia to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.



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

Purchase Order

PURCHASE ORDER NO.
TCARD06

PAGE
5

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*70903511302 304-295-3466
 UNITED BANK INC
 2650 GRAND CENTRAL AVENUE
 PO BOX 5190
 VIENNA WV 26105 26105 26105

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/21/2006		NET 30		550249860			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: TCARD06							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	946-35		CREDIT CARD, CHARGE CARD SERVICES F				
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO 304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL