



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

Request for Quotation

RFQ NUMBER
 AUD115000

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 RON PRICE
 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

STATE AUDITOR'S OFFICE
 BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/13/2010				

BID OPENING DATE:

06/24/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		946-35		
CREDIT CARD, CHARGE CARD SERVICES						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE AUDITOR'S OFFICE, IS SOLICITING REQUESTS FOR PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE PURCHASING CARD SERVICES FOR THE STATE OF WEST VIRGINIA, AND TO OFFER SAID SERVICES TO LOCAL MUNICIPALITY GOVERNMENTS, EDUCATIONAL INSTITUTIONS, AND OTHER ENTITIES THROUGHOUT THE STATE AT THEIR OPTION, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE PROPOSAL INSTRUCTIONS AS NOTED HEREIN.</p> <p>***** VENDORS MAY SUBMIT QUESTIONS REGARDING THIS RFP TO THE BUYER, CHUCK BOWMAN, UNTIL 5:00 PM ON TUESDAY, JUNE 1, 2010. QUESTIONS MAY BE E-MAILED TO MR. BOWMAN AT CHARLES.A.BOWMANJR@WV.GOV FAXED TO: 304.558.4115 OR MAILED TO HIS ATTENTION AT THE PURCHASING DIVISION ADDRESS PRINTED ABOVE.</p> <p>ABSOLUTELY NO QUESTIONS WILL BE ACCEPTED AFTER THE THE CUT-OFF NOTED ABOVE OF 5:00 PM ON 06/01/2010. *****</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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.</p> <p>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.</p> <p>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.</p> <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</p>						

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF REQUEST FOR PROPOSAL PROJECT ADDENDA FOLLOWING THE QUESTION AND ANSWER PERIOD AS SCHEDULED HEREIN.</p> <p>THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE DISTRIBUTED BY THE BUYER WITHIN</p>						

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<p>FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE AND POSTED ON THE PURCHASING DIVISION BULLETIN WEBSITE.</p> <p>ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: AUD115000</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

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 Purchasing Division
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Request for Quotation

RFQ NUMBER
AUD115000

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ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: BUYER 41</p> <p>RFP. NO.: AUD115000</p> <p>BID OPENING DATE: 06/24/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ AUD115000 ***** TOTAL: _____</p>						

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REQUEST FOR PROPOSAL
West Virginia State Auditor's Office – AUD115000

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the West Virginia State Auditor's Office, Purchasing Card (P-Card) Division, hereinafter referred to as "Auditor's Office", to provide purchasing card services for the State of West Virginia. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The Auditor's Office seeks to obtain purchasing card services for the State of West Virginia Purchasing Card Program. The primary objectives of the program are to make purchasing and accounting processes more efficient; enhance the reporting of purchase data; and provide payment to merchants on a timelier basis. The services will consist of design, implementation, card provision, billing, training, customer support, utilization monitoring and reporting. These services will be used by all State entities and may also be available to local municipal governments, educational institutions and other entities throughout the State, at their option.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Chuck Bowman, Buyer Supervisor
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
charles.a.bowmanjr@wv.gov

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposal contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One (1) original technical response (hard copy) and one (1) separate original financial/revenue proposal (hard copy) and one (1) technical response on CD and one (1) separate financial/revenue proposal on CD. Please direct all to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: 41
Req#: AUD115000
Opening Date: 06/24/2010
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Financial/Revenue proposals. The financial/revenue portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed financial/revenue proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Financial/Revenue Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the financial/revenue proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Financial/Revenue Evaluation and Resident Vendor Preference: The evaluation committee will review the financial/revenue proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the financial/revenue bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the financial/revenue proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations/demonstrations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The financial/revenue percentage quoted in the bidder's proposal will not be subject to any decrease and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public

disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....05/14/2010
 Vendor's Written Questions Submission Deadline.....06/01/2010
 Bid Opening Date06/24/2010
 Oral Presentation/Demonstration(approx. week of) 07/12/2010

1.17 Mandatory Prebid Conference:

N/A

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 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.

1.19.5 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; and (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.

1.19.6 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 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.

1.19.7 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 and regulations, Federal, State and Local Government.

1.19.8 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.

1.19.9 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.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of five (5) years, 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, 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.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 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 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 by the State with thirty (30) days prior notice.

1.19.13 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 the necessary changes including but not limited to 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.

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.

1.19.14 Invoices, Progress Payments, & Retainage:

Agency invoices that will be processed and paid under the purchasing card program are currently paid on a monthly billing cycle.

1.19.15 Liquidated Damages: N/A

1.19.16 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 Agency 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 of breach of confidentiality brought by any party related to unauthorized disclosure by the Vendor, its employees, subcontractors or any other individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The State Purchasing Card Program is administered by the State Auditor's Office located in the Capitol Complex in Charleston, West Virginia.

2.2 Background:

The State of West Virginia P-Card Program has been in existence since 1996 and is proven to be one of the most successful state government P-Card programs in the

country. Currently, the program has approximately 200 billing accounts, which include over 6,400 cardholders who execute more than 620,000 transactions annually with a total dollar volume exceeding \$335 million of traditional purchase card spend and an average transaction amount of \$568. The program is currently implementing travel management software and replacing the State's existing individual liability "travel only" card with a corporate liability P-Card. The program anticipates issuing up to 20,000 additional travel-only cards, which could represent up to \$30 million of spend. The State also intends to incorporate fleet spend throughout this contract. The State of West Virginia requires a minimum monthly credit limit of \$100 million. These services will be used by all State entities and may also be available to local municipal governments, educational institutions and other entities throughout the State, at their option.

The State Auditor's Office web site located at <http://www.wvsao.gov> contains additional information in regard to the overall operation of the State Purchasing Card Program.

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

The State of West Virginia Purchasing Card Program encompasses many different levels of government. While all must conform to the overarching authority of the State Auditor's Policies and Procedures, the hierarchical structure or set-up is delegated to each individual entity participating within the P-Card program. The State P-Card program currently utilizes 7 levels within the hierarchy structure of the TSYS-1 platform. Billing accounts are set at level 4 and, at a minimum we desire to maintain this flexibility.

The State is committed to a model of continuous process improvement and prefers a vendor who has an established, verifiable history of delivering innovative solutions to its clients and customers. The State seeks proposals that reflect the capability of the vendor to supply not only the core capabilities, but also to understand the unique needs of the State and to recommend solutions that promote the continuous improvement model.

The State must maintain its current level of efficiency and is seeking a vendor that can continue to successfully meet the following objectives:

- Simplification of the purchasing process
- Continued reduction of administrative expenses associated with making state purchases
- Provide data and information (reporting, analytical & projection) management reports
- Provide training when and where needed on multiple levels
- Customer support service
- Continued promotion and expansion of the Purchasing Card Program

The successful vendor is one who is able to incorporate all the above-described services and demonstrates verifiable performance in operating programs of similar size and complexity and has the capability to keep the Auditor's Office abreast of any new industry studies or any 'best practices' studies as they become available.

3.2 Scope of Work and Objectives:

3.2.1 General Program

The use of the purchasing card will not be restricted to specific vendors, countries or types of purchases. Vendors may submit proposals for multiple card brands. If services vary by brand and vendors opt to submit proposals for more than one, the bidder should clearly address such differences in the applicable sections of their proposal. If differences affect the financial/revenue portion of the response, bidders will be required to complete separate financial/revenue proposals based on the attached financial/revenue scenario for evaluation purposes. The State strongly desires to select the card brand once the award has been made to the financial institution.

The State desires a vendor who can:

- a) Handle large volumes of transactions for entities throughout the entire state.
- b) Accommodate use of the card worldwide.
- c) Provide service to multiple participating agencies (currently totaling approximately 135) in the purchasing card program.
- d) Add new agencies to the purchasing card program.
- e) Adjust credit and transactional limits.
- f) Provide account statements in the desired customized frequency, through a variety of electronic delivery methods/options, including internet access to account statements via secure web sites.
- g) Bill the participating agencies at least on a monthly basis.
- h) Provide a quarterly rebate plan to the State of West Virginia based on the aggregate volume of purchases from all agencies during a standard payment cycle and, if applicable, based upon increasing dollar and rebate tiers. Additionally, if varying rebates are offered based on categories of spend, those differences should be thoroughly explained. The bidder should describe its methodology for computing its rebate by utilizing the attached spend scenario (Attachment A).
- i) Please describe any other options available to optimize card utilization including but not limited to:
 - i. Interagency purchasing
 - ii. New vendor recruitment
 - iii. State vendor card acceptance analysis
 - iv. Expansion of payment capabilities through additional card platform tools
 - v. Benchmarking and performance goals

3.2.2 Card Features

3.2.2.1 Card Issuance

Card issuance requires the approval of the State Auditor's Office. **The successful vendor will incur all costs associated with card issuance.** The State desires an automated process for card issuance that includes multiple approval levels.

Bidders should provide a narrative of how various cards e.g. procurement cards, team cards, ghost cards, fleet cards, travel cards, etc. may be issued and specify the time frame required to produce a card when an application is initially submitted. Also, please note if there are any differences in the time frames for lost or stolen and replacement cards.

3.2.2.2 Card Format/Design

The State desires multiple card designs created specifically and exclusively for the State of West Virginia Purchasing Card Program. Examples include, but are not limited to:

- a) The name of the 'STATE OF WEST VIRGINIA' on the face of the card, the State's official seal, or any other distinct feature approved by the Auditor's Office.
- b) The phrase 'FOR OFFICIAL USE ONLY' on the face.
- c) The phrase 'TAX EXEMPT' and each agency's unique tax exempt number embossed or otherwise placed on the face of the card.
- d) The successful vendor's toll-free telephone number for reporting a card lost or stolen printed on the back of the card.
- e) Custom background on the face of the card.

It is desirable that bidders provide the State with specifications for any card customizations that may be necessary to fulfill the program requirements. (For example, the State maintains unique plastic cards for the WV National Guard to be used in the case of declared emergencies.)

3.2.2.3 Card Control and Restrictions

It is desirable that the Auditor's Office and other participating agencies have the ability to place account controls and restrictions on any card under the purchasing card program at various hierarchy levels. The bidder should describe the controls and restrictions they have available. Such controls and restrictions may include but are not limited to:

- a) The ability to restrict card access to cash or cash-like products.
- b) MCC group templates.
- c) Vendor blocking.
- d) Single per transaction dollar limits.
- e) Number of purchasing card authorizations per day.
- f) Number of purchasing card authorizations per billing cycle/month.
- g) Temporary Card Maintenance based on date parameters.
- h) Dollar limits per day.
- i) Dollar limits per billing cycle/month.
- j) Dollar limits per cardholder.

3.2.2.4 Cardholder Information

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 shall not contact individual cardholders for any purpose not directly related to the use of the state purchasing card. Please confirm compliance.

3.2.3 Customer Support

Please describe your overall approach to providing customer support including but not limited to the following sub-sections.

3.2.3.1 Contact Information

The successful vendor must provide customer support to the State Auditor's Office, P-Card Division and agency Purchasing Card Coordinators as designated by the State Auditor's Office. Please address personnel assignments, hours of availability, methods of access to personnel and account information and response times.

3.2.3.2 Lost/Stolen Cards and Account Closures

The State of West Virginia will not be liable for unauthorized or fraudulent transactions posting to an account. Please describe your process for handling lost or stolen cards including any deadlines or time frame requirements for reimbursement or insurance purposes. Please also describe any procedures to address charges that may occur after the account is closed.

The State desires an automated process for account closures.

3.2.3.3 Changes in Cardholder or Agency Accounts

The State desires an automated process for account maintenance. The bidder should describe the available methods for changes in a cardholder account or agency master account.

3.2.3.4 Disputed Items and Charge Backs

The Bidder should describe the options available for handling disputed items and charge backs, including the following:

- a) Handle questioned/disputed charges appearing on the statement;
- b) Procedure for crediting an agency's account, pending resolution of the questioned/disputed item;
- c) Process for charge back of items resolved in the agency's favor;
- d) Description of any timeframes or requirements involved with this process.

3.2.4 Technology

3.2.4.1 Data Transmission & Connectivity

- a) The successful vendor must provide a secure data transmission of its account and transaction activity at least once per bank processing day, to multiple points as designated by the Auditor's Office.

- b) The bidder should describe available methods of securely transmitting the data file to the State.
- c) The State desires to receive all data fields available in the transaction output from the card processor. The Bidder should fully describe any limitations or restrictions to distributing these data fields to the State.
- d) The State of West Virginia desires to continue to receive data transmissions with the content of Total Systems Data Exchange File Level 8 or equal. We are currently at release 2010.1.
- e) Please describe the different versions of data transmission files available, including an overview of the differences and a discussion as to how often new versions and/or updated versions are made available.
- f) Provide documentation of the content of the data file(s) that will be used in the proposed solution.
- g) Provide a description of technical support capabilities including access, phone number, e-mail, etc. and include a description of a file delivery help desk and an escalation process.
- h) The State desires to receive merchant payee data in order to fulfill 1099 and 1057 tax reporting requirements. Bidder should address any available options as well as the proposed frequency of reporting and updates.
- i) It is desirable to receive electronic billing statement files on whatever cycle(s) the purchasing card program utilizes. This data should be included as part of the regular data transmission. Please describe all available options to the State.
- j) The successful vendor must be able to re-transmit the data transmission file(s).
- k) During the contract period, the State may move to an ERP environment and the bidder should describe its ability to interface with these systems listing ERP systems with whom they have successfully implemented.

3.2.4.2 Management and Control Reporting Information

The State of West Virginia strongly desires to maintain its reporting and inquiry capabilities that meet the specific requirements of its cardholders and fiscal managers. Please provide a description of the standard ad hoc reporting capabilities including but not limited to frequency of reports (daily, quarterly, annually, ad hoc, etc.) and real time/on-line data reporting.

3.2.4.3 Accounting Structure Requirements

As previously described, the State has multiple participants using the purchasing card program. There are different accounting structures in use as well. The State desires the ability to accommodate all accounting structures currently in use and to have the flexibility to add additional structures in the future. Accounting structures include but are not limited to the following:

- a) The state's WVFIMS accounting/coding scheme is a combination of independent numbers as follows:

Field:	Fund	Fiscal Year	Organization	Activity Code	Object Code	Project Code	Grant Code
Length:	4	4	4	3	3	5	5
Required/Optional:	Required	Required	Required	Required	Required	Optional	Optional

- b) Many of the institutions of higher education use the Banner accounting system. The accounting structure follows:

Field	Chart	Year	Index	Fund	Org	Acct	Prog	Actv	Locn	Proj
Length	1	2	6	6	6	6	6	6	6	6
Req/Opt	Req	Opt	Opt	Req	Req	Req	Opt	Opt	Opt	Opt
Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num

- b) Several institutions of higher education use the Oracle Financial System. This system uses multiple accounting strings that can be alpha-numeric as follows:

GL - Field	G-Campus	G-Fund	G-DA	G-Function	G-Line Item	G- Project
Length	2	7	9	3	6	8
Req/Opt	Req	Req	Req	Req	Req	Req
Alpha/Num	Num	Num	Num	Num	Num	Num

Project P - Fields	P-Project	P-Task	P-Award	P-Exp Type	P- Exp Org
Length	8	25	15	30	60
Req/Opt	Required	Required	Required	Required	Required
# of Values					
Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num	Alpha/Num

3.2.4.4 Additional items

The following are also areas of interest to the State (see Section 4 for response requirements):

- a) The software solution for purchasing card transaction reconciliation and reporting.
- b) The software solution's capabilities and operational requirements.
- c) Services available to aid participating agencies with conversion from their current operation to the bidder's proposed system.
- d) Ongoing support.

3.2.5 Transition/Implementation

The bidder's transition and implementation plans are extremely important to the State. The transition/implementation plan should include but is not limited to the following:

- a) The timeline for implementing the purchasing card program.
- b) The tasks to be performed and responsible parties.
- c) All customer support that will be provided during implementation such as onsite visits, technical assistance, user manuals, web-based training, etc.
- d) The process for adding new cardholders.
- e) Names of the proposed on-site implementation team members.
- f) Resumes and experience of the proposed team members.
- g) The man-hours required to complete the transition within identified timelines.
- h) Any other information necessary to understand the implementation of the proposed system.
- i) A plan to expand the program to handle fleet processing.
- j) A plan to expand the program to handle travel processing.

3.2.6 Training

The State desires a vendor that has the capability to train at all levels from the State Purchasing Card Management to the agency level coordinators. Training considerations include but are not limited to:

- a) Updates on technology changes.
- b) Updates on purchasing card rules and regulations affecting the State of West Virginia.
- c) Updates on changes within the financial institution that affect the State of West Virginia.
- d) Supplements to the existing web-based training programs of the Auditor's Office. The Auditor's Office reserves the right to use vendor-provided training programs on the Auditor's Office web site or any other web site or server by which the web-based training programs are distributed for the Auditor's Office and the State Purchasing Card Program.

3.2.7 Emergency Purchasing Cards

The State of West Virginia currently has an Emergency Purchasing Card Program. The Cards are activated and used in the event of a federal or state declared emergency. Please describe the process for the performance of this type of activity on a 24 hour/7 day per week basis.

3.2.8 Fraud Detection

Fraud detection is a key issue in the purchasing card program. The State desires a vendor with a system that will alert the State of any possible fraudulent transactions as well as a process to alert agency level card management personnel and to investigate suspect transactions for fraud and misuse. Bidder should provide a description of how their proposed fraud system operates.

3.2.9 Disaster Recovery Plan

Bidder should describe their disaster recovery plan in detail and indicate the length of time required to restore full service assuming that the bidder's primary operation site is unavailable due to either man-made or natural disasters.

3.2.10 Liability

The State shall be liable for all valid transactions not exceeding the single purchasing card transaction limit which are initiated within the control restrictions in effect at the time of the transaction. The State will not accept liability for unauthorized use of purchasing cards, fraudulent use, or lost or stolen cards that are reported to the successful vendor institution. Bidder should describe any liability for which the State would be responsible.

3.2.11 Organizational Experience, Size and Qualifications

The State desires a vendor with the organizational experience, size and qualifications to ensure successful administration of the purchasing card program as well as financial stability to administer the purchasing card program throughout the contract duration.

- a) Organizational Experience, Size and Qualifications: Please provide a description of the organization, personnel and experience that would substantiate qualifications and ability to perform the required services.
- b) Eligibility of Bidder: Provide a summary detailing the bidder's business and ability to provide the services described in the RFP including:
 - 1) The history of its purchasing card services;
 - 2) A contact list of three (3) customers, including the contact person, phone number and e-mail address, one of which should be a public sector customer; and
 - 3) For each contact listed, the number of cards issued, average daily transaction \$ volume and number of daily transactions.
- c) Organizational Size/Structure in Relations to the Scope of Work: Please provide the following information:
 - 1) Any information about the bidder's current dollar and transaction volume capacity to provide the services described in this document;
 - 2) Information supporting the adequacy of personnel resources available to implement and support the State of West Virginia's Purchasing Card Program including a) the number of employees currently assigned to government credit card and corporate credit card accounts, respectively; b) the number of positions that would be assigned to the State's purchasing card account and the

- number of hours each position will spend on implementation and on-going operations for the duration of the contract; and c) the physical location of employees to be assigned to the account.
- d) **Financial Information:** The State desires to review the bidder's financial information that confirms the financial stability of the company. The bidder should provide its most recent audited financial report and describe any outstanding or potential liabilities which may impact the bidder's ability to provide requested services.

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds: N/A

3.3.2 Insurance Requirements: N/A

3.3.3 License Requirements:

The successful vendor will be responsible for all necessary permits and licenses and abide by all applicable laws and regulations of the State of West Virginia. The vendor must be registered as a vendor with the Department of Administration, Purchasing Division and with the Secretary of State's Office to do business in the State of West Virginia.

3.3.4 Litigation Bond: N/A

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 Response Format

4.1.1 Title Page:

RFP Subject: Proposal to provide purchasing card (credit card) program for the State of West Virginia.

RFP Number: AUD115000

Vendor Name _____

Business Address _____

Telephone Number _____ **Web site** _____

Printed Name of Authorized Person _____ **Title** _____

Authorized Signature _____ **Date** _____

Email Address _____

4.1.2 Table of Contents:

Bidder should clearly identify the material by section and page number in the bidder's table of contents.

4.1.3 Proposal Format:

Bidders should organize their proposals into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is preferred. If no explanation or clarification is required in the bidder's response to a specific subsection, the bidder should indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: **"(Bidder's Name)" understands and will comply.**

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of five (5) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest 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. If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.3 Evaluation Criteria:

Below are the evaluation factors and maximum points possible for technical point scores. The evaluation committee will review the responses to the following sections described in this RFP:

Section 1 – Procurement Specifications and Deliverables **50 Points**

Bidders should respond to all sections and sub-sections in Part 3 of this RFP.

Section 2 Oral Presentations/Demonstration **20 Points**

Bidders submitting a proposal in response to this RFP and who have met all mandatory requirements shall be required to give an oral presentation/demonstration of their proposals. The date and time for oral interviews will be determined following receipt and preliminary evaluation of technical proposals. Bidders will have a strict three (3) hour time period to present their software product(s), which may include but are not limited to the items included in **Attachment B**. Vendors who have not met ALL mandatory requirements will be immediately disqualified and will not be eligible to participate in the oral interview process.

Section 3 Financial/Revenue Proposal **30 Points**

Bidders must submit a separate detailed financial/revenue proposal. Each bidder must, at a minimum, respond to the scenario noted in Attachment A. Bidders may submit and explain additional scenarios at their choosing.

Each cost proposal will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Revenue of Proposal Being Evaluated}}{\text{Highest Net Revenue}} = (?) \times 30 \text{ Point Possible} = \text{Revenue Score}$$

<u>Evaluation Criteria</u>	<u>Points Possible</u>
<i>Section 1 Procurement Specifications and Deliverables</i>	50
<i>Section 2 Oral Interviews</i>	20
Total Technical Score	70
<i>Section 3 Financial/revenue proposal</i>	30
Total	100 Points Possible

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 1. The minimum qualifying score on the technical portion is 49 points in order to be eligible for Oral Presentations. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interest of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

Attachment A

AUD115000 Financial/Revenue Proposal Scenario

The following spend schedule is for evaluation purposes only. Bidders should use the information contained in the schedule to detail their proposed rebate amount. Bidders should show all calculations and sub-total each quarter's rebate amount as well as the yearly total. If the bidder's proposal is based on a tiered structure, the bidder should fully explain how the rebate will be annualized and if the rebate percentage is retroactive to day one spend. The proposal should also explain if calculations start over each contract year as well as if there is a minimum base-line rebate percentage. If the bidder includes a signing or performance bonus in their proposal, the amount should be spread over the 5 year contract for calculation purposes. (Example: A \$50,000 signing bonus and a \$50,000 performance bonus should be calculated to show an additional \$20,000 rebate in year one.) If needed for calculation purposes, the information contained in the schedule should be assumed to repeat years two through five. Bidders should assume the standard payment cycle is on a monthly basis with a payment due date of 25 days after the billing cutoff and fully detail in their calculations any increase or penalty for early or late payment as well as if applicable increases or penalties are applied based on the monthly pay date or the average quarterly pay date.

Billing Period	Average # of Days to Pay after Cycle Date	Total		Total \$ Purchasing Spend	# of Transactions	Purchasing \$		# Travel Transactions	Travel \$ Transactions	
		\$ Net Spend	# of Transactions			Standard Transaction	Large Ticket		Standard Transaction	Transactions
1	18	\$30,200,000	55,986	\$28,700,000	48,486	\$26,658,000	\$2,042,000	7,500	\$1,500,000	
2	33	\$26,247,000	60,097	\$24,747,000	52,597	\$22,986,000	\$1,761,000	7,500	\$1,500,000	
3	16	\$28,501,000	65,372	\$27,001,000	57,872	\$25,080,000	\$1,921,000	7,500	\$1,500,000	
4	17	\$24,363,000	62,061	\$22,863,000	54,561	\$20,488,000	\$2,375,000	7,500	\$1,500,000	
5	3	\$29,799,000	57,247	\$28,299,000	49,747	\$25,359,000	\$2,940,000	7,500	\$1,500,000	
6	13	\$47,804,000	61,209	\$46,304,000	53,709	\$41,493,000	\$4,811,000	7,500	\$1,500,000	
7	10	\$24,605,000	57,341	\$23,105,000	49,841	\$21,439,000	\$1,666,000	7,500	\$1,500,000	
8	17	\$27,796,000	61,429	\$26,296,000	53,929	\$24,400,000	\$1,896,000	7,500	\$1,500,000	
9	7	\$27,963,000	63,056	\$26,463,000	55,556	\$24,555,000	\$1,908,000	7,500	\$1,500,000	
10	4	\$37,680,000	66,372	\$36,180,000	58,872	\$32,177,000	\$4,003,000	7,500	\$1,500,000	
11	26	\$32,613,000	57,479	\$31,113,000	49,979	\$27,671,000	\$3,442,000	7,500	\$1,500,000	
12	5	\$26,756,000	54,009	\$25,256,000	46,509	\$22,462,000	\$2,794,000	7,500	\$1,500,000	
		\$364,327,000	721,658	\$346,327,000	631,658	\$314,768,000	\$31,559,000	90,000	\$18,000,000	

Total Purchasing/One-Cards 6,500
Total Travel Only Cards 13,000

Attachment B

AUD115000 Oral Presentation

It is highly desirable to view an actual software demonstration of an entire card process from the creation of a new cardholder through transfer of the cardholder's transaction into an accounting system; to include cardholder as well as administrator functions and capabilities. Bidders will have a strict three (3) hour time period to present their software product(s), which may include but are not limited to the following software features. Bidders are free to present any additional software feature they feel would further meet the needs of the State within their 3-hour period.

- Administrative Features such as set up/maintenance for:
 - New cardholders
 - Hierarchy
 - Coordinators/Reviewers
 - Roles/Responsibilities
 - Default funding assignment
 - Adding or deleting hierarchy points
 - Hierarchy changes
 - Number of Hierarchies available
 - Card demographic information
 - Card single transaction and monthly limits
 - Temporary card limit increases/decreases
 - MCC templates
 - Real-time capabilities
 - Fields/segments available for accounting purposes
 - Number of fields
 - Length restrictions per segment/field
- Transaction Review/Editing:
 - Transaction Edit/Reconciliation Capabilities (Single as well as Multiple Transactions)
 - Split funding
 - Search by capabilities (transaction id, cardholder reviewed/approved, approver reviewed/approved, merchant, etc.)
 - Unique Document Identifier
 - Number of Screens per transaction review
 - Approval levels
- Reporting:
 - Standard transaction reports
 - Ad hoc reporting capabilities
 - Location of reports (different reporting systems or self-contained)

- Hierarchy reporting
- Cardholder reporting
- All fields available for reporting on:
 - Travel
 - Purchase Transactions
 - Fuel

- Data/Transaction Transfer Capabilities
 - Data Mapping
 - Import/Export Methods

- Additional Software Capabilities
 - Virtual Accounts
 - Payment Files
 - Audit/Monitoring

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____