



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
FLT12003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FLEET MANAGEMENT OFFICE
 2101 WASHINGTON STREET, EAST
 BUILDING 17
 CHARLESTON, WV
 25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		946-35		
<p>FUEL ONLY CARDS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH FUEL ONLY CARDS PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON OCTOBER 07, 2011 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</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>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 12, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RF SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE</p>						
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<p>CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</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> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p>						

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..... SIGNATURE COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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						
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<p>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 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</p>						

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<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: FLT12003</p> <p>BID OPENING DATE: 10/27/2011</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>						

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***** THIS IS THE END OF RFQ FLT12003 ***** TOTAL: _____						

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**REQUEST FOR QUOTATION
FLEET MANAGEMENT OFFICE
FUEL-ONLY CREDIT CARD SERVICES – FLT12003**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Administration, Fleet Management Office, hereinafter referred to as "FMO", to establish a contract for the procurement, maintenance, and support of a secure, fuel-only credit card program, also referred to as "universal fleet card program."

1.0 PURPOSE

- 1.1 The State of West Virginia currently has a fuel-only, secure credit card program for vehicles (approximately 2,600 expanding to 9,300 over three fiscal years) currently, but no method to accurately determine if fuel dispensed against an assigned secure, fuel-only credit card is being used for the assigned vehicle or for ancillary equipment or both. Vehicle credit cards are linked to a specific vehicle.
- 1.2 To provide additional, auditable, reporting granularity for fuel consumption by asset management category, procurement classification code, agency billing code, FMO-established program or event code while providing improved fuel loss control and prevention, FMO intends to extend the use of secure, fuel-only credit cards to:
- 1.2.1 Six thousand, seven hundred (6,700) additional vehicles, ancillary equipment (approximately 5,000 units) which are rented, leased, owned, operated, maintained, managed, or administered (WV Code §5A-3-48 through 5A-3-53) by FMO.
- 1.2.2 Two-hundred FMO-established program or events. FMO-established program or event fuel-only credit cards will be linked to an agency, specific individual, office, or billing code.

2.0 MANDATORY PRE-BID CONFERENCE

- 2.1 A mandatory pre-bid conference shall be conducted on September 30, 2011 at 1:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Third Floor Conference Room, Charleston West Virginia 25305.
- 2.2 All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

3.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency" – Any entity seeking goods and services under this "Contract."
- B. "Mandatory Requirements" – Any specification or statement containing the word "must", "shall", "will", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State. Failure on the part of the vendor to meet any of the mandatory specifications shall result

in disqualification of the bid.

- C. "Manufacturer" – The Company which produces the secure credit card. D. "POS" – Point of sale.
- D. "POS Transactional Validation" – The method used by the vendor to validate transactions at POS. Transactions that are validated at the fuel dispenser and prior to dispensing fuel are considered "immediate" or "hard". Transactions that are not validated at the fuel dispenser and prior to dispensing fuel are considered "deferred" or "soft".
- E. "Vendor" – The successful bidder.

4.0 SCOPE OF WORK

4.1 Background:

The State of West Virginia currently has a distributed base of Wright Express secure, fuel-only credit cards. In addition, the State of West Virginia has an automated fleet management program which is fully integrated with the Wright Express secure, fuel-only credit card program for billing processes, lifecycle maintenance reporting, and vehicle odometer reporting which are considered "mission essential" processes in meeting the state's statutory fleet management requirements. This does not prevent other secure, fuel-only credit card vendors from bidding or infer that Wright Express vendors will receive preference during bid evaluation.

- 4.2 The FMO is required by statute to provide fleet management services to all state agencies. Fleet service includes, but is not limited to repair, maintenance, storage, and fuel for vehicles owned or operated by the State of West Virginia as well as supporting FMO-established programs and events that require a fuel-only credit card.
- 4.3 The vehicles or equipment, some of which may have multiple drivers or operators located throughout the state and driven or operated both within the state, nationwide, and in isolated cases internationally.
- 4.4 The vehicles or equipment units described in this contract are generally: state-owned, leased, or rented sedans, trucks, vans, sport utility vehicles (passenger vehicles); and state-owned, leased, or rented cargo, all-terrain, marine, public health, safety, and emergency management vehicles and equipment (specialty vehicles and equipment). The following information typifies the fleet:

Passenger Vehicles	4,300
Specialty Vehicles and Equipment	5,000
Ancillary Equipment	5,000
FMO-established programs or events	200
Average Months-In-Service – Vehicle	47
Average Months-In-Service – Equipment	Various

- 4.5 The Fleet Management Office manages the workflow processes for the purchase, lease, rental (short-term lease), and secure, fuel-only credit card administration for approximately eighteen hundred seventy (1,870) new passenger or specialty vehicles annually. The West Virginia fleet vehicle replacement policy requires retention for at least four (4) years and odometer display of one-hundred thousand (100,000) miles at the time of vehicle retirement. Specialty vehicles and equipment

(approximately 10,200 units) are retained at different intervals depending upon unit mission and available replacement funding.

4.6 Annual fuel spend volume for fiscal year 2010 was \$7,155,865.

Diesel	\$248,622
Ethanol (E85)	\$2,588
Fuel Other	\$61,120
Premium Diesel	\$38,778
Super Unleaded	\$46,934
Unleaded Alcohol 10	\$18,486
Regular Unleaded	\$6,688,349
Unleaded Plus	\$50,988

4.7 Annual transactions volume for fiscal year 2010 was 171,740 (based on previous fiscal years and .024 transaction-to-spend correlations).

4.8 State desired credit limit for this program: None.

4.9 Balances are paid in full monthly.

4.10 Fees that are non-applicable to the current fuel-only, secure, credit card program: Late Fees, Over Limit Fees, and Annual Fees.

4.11 Rate of interest applicable to the current fuel-only, secure, credit card program: zero percent (0%).

4.12 No instances of fraud have been reported to FMO during fiscal year 2010.

4.13 The State does not currently share in any revenue, rebates, rewards, etc. generated from the current fuel-only, secure, credit card program.

4.14 The State can accept and encourages discounts, rebates, and incentives offered by the vendor.

4.15 The State's standard payment terms are Net 30.

4.16 The State is exempt from Federal Excise Tax and State taxes.

4.17 The state does not desire file transfer protocol (FTP) file transmission. See subparagraph 2.2.2 for mandatory reporting requirements.

4.18 The state intends for historical data to be maintained and subsequently transferred in the event of a vendor change.

4.19 This contract will not be used to obtain or procure any non-fuel purchase card or authorize any payment of non-fuel transactions.

4.20 Vendor logo may be displayed on the secure, fuel-only credit card in addition to the card manufacturer.

5.0 REQUIRED PRODUCTS AND SERVICES

5.1 Fuel Card

- 5.1.1 Vendor must provide a secure, fuel-only credit card that must be "universal" and honored by multiple retail franchises, i.e., Exxon Mobil™, BP™, 7-Eleven™, GoMart™, Sheetz®, Shell™, Marathon™ Pilot™, and Speedway™ throughout the continental United States including Hawaii and Alaska.
- 5.1.2 Vendor must provide a secure fuel-only credit card that must be "universal" and honored internationally by retail franchises, i.e., Exxon Mobil™ and BP™. Fleet Management will provide the vendor with international requirements (itinerary) no later than five (5) days prior to the projected travel dates.
- 5.1.3 Vendor must furnish a secure fuel card for each vehicle, specialty vehicle, ancillary equipment, or in some cases as designated by FMO- established program or event (approximately 200 fuel-only credit cards); administer and assign unique, individual Personal Identification Numbers (PIN) for each driver, operator, location, or event as well.
- 5.1.4 Vendor must capture point of sale information at the fuel dispenser. Personal identification number (PIN) and odometer, hours, or power take off (PTO) reading must be entered and verified as an authorized entry (valid PIN [active] and valid odometer, hour, or PTO reading [no numeric value less than the last recorded odometer, hour, or PTO reading]) prior to fuel being dispensed. Reported transactional data must include: the amount of the expenditure, the identity of the driver or operator (PIN), the odometer, hour, or power take off (PTO) reading, fuel type (unleaded, diesel, ethanol [E-85], CNG, LNG, LPG, and hydrogen), grade or composition (regular unleaded, mid-grade unleaded, premium unleaded, biodiesel [B-5], and biodiesel [B-20]), quantity dispensed, and the identity of the fuel provider.
- 5.1.5 Vendor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by FMO.
- 5.1.6 Vendor must create dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or application permissions can be adjusted by FMO or hierarchical designees.
- 5.1.7 Vendor must integrate with existing FMO maintenance, repair, and garage management systems/programs (currently Automotive Rentals International).
- 5.1.8 Vendor must time-phased initial secure, fuel- only credit card issue as designated by FMO (estimated number 3,100 per fiscal year).
- 5.1.9 Vendor must provide client-defined data fields to accommodate a combination of vehicle/equipment type, location, assigned spending unit, etc. as designated by FMO.
- 5.1.10 Vendor must provide color-differentiated plastic card stocks to easily separate:
 - 5.1.10.1 Vehicle
 - 5.1.10.2 Equipment
 - 5.1.10.3 FMO-established program or event cards

5.2 Reporting

Vendor must provide a browser client-server application for real-time exception reporting based on user-selected criteria such as odometer, transactional, fuel quantity, fuel expenditure, and fuel type or grade thresholds or selections.

- 5.2.1 Vendor must provide standardized and customizable reports will be available through a browser-client application to state agencies without additional charge. Reports must be exportable in comma-separated-value or ".csv" format.
- 5.2.2 Reports must be mathematically correct. Rounding individual transactions and/or other totals are not acceptable.
- 5.2.3 Vendor must provide a browser client-server application for drivers or operators that identify the name, physical address, telephone number, and hours of operations for each participating fuel-only fuel card program authorized retailer. The browser client-server application must be searchable by single or multiple data points, e.g., country, city and state, zip code, or distance from an inputted zip code.
- 5.2.4 Vendor must include initial set-up fees, software licensing, and annual software maintenance fees in the monthly, fixed price fee per card.

5.3 Management/Administration

- 5.3.1 Vendor shall provide on-site user training in West Virginia as required demonstrating a functional understanding of the browser client-server application by the user; utilization of reports; analysis of operating costs; and costing trends at no additional cost. No more than four (4) half-day visits will be required during annual contract periods.
- 5.3.2 Vendor shall participate, at FMO's request, (with 30-day advance notice) at seminars in West Virginia to educate drivers or operators on program requirements at no additional cost to the state. No more than two (2) full-day visits will be required per annual contract period.
- 5.3.3 Vendor shall provide a browser client-server application for FMO and designees (approximately 100) to interact online for credit card ordering; reporting lost or stolen credit card; information updating and reporting; and requesting personal identification number (PIN).
- 5.3.4 PIN's will be no less than six numeric digits and unique for each fuel-only credit card. No duplicate PIN numbers are authorized either within client code, business unit, or billing code – no blanket PIN's.
- 5.3.5 PIN's will not be made available to or maintained by client, business unit, or billing code designees unless approved by FMO.
- 5.3.6 Vendor must provide at no additional cost to the state, ongoing functional integration with all currently awarded browser client-server applications that support FMO fleet management, maintenance, repair, and garage management systems (currently Automotive Rental International (ARI)).

5.4 Delivery

Post award, discovery, and implementation plan approved by FMO, the Vendor must agree to deliver secure, fuel-only credit cards on contract within five (5) business days after receipt of a viable procurement document. If the vendor believes that delivery will be longer than five (5) business days, the Vendor must contact the FMO or designee within two (2) business days after receipt of the order to discuss the reason for the delay and a new projected delivery date.

5.5 Payment and Invoicing

5.5.1 The costs quoted must match the invoice to insure timely payment.

5.5.2 The Vendor must invoice clients, business unit, billing code, etc. as designated by FMO monthly for fuel-only charges made by assigned drivers or operators.

5.5.3 The Vendor will pay directly to fuel suppliers:

5.5.3.1 All charges except Federal Excise Tax and State tax as an "ultimate vendor" or

5.5.3.2 Credit (preferred method) or reimburse the Federal Excise Tax and State tax collected to the invoiced agencies monthly. Invoices for transactions originating outside the continental United States, Alaska, and Hawaii must be in U.S. dollars.

5.5.4 Any vendor rebates, incentives, and discounts must be itemized and contained on client, business unit, billing code, etc. monthly invoice or on the monthly invoice following the period for which the rebate, incentive, or discount is offered by the vendor.

5.6 Uninterrupted Fuel Service

The Vendor must provide secure, fuel-only credit cards for temporary use during card replacement cycles to FMO or designee to ensure uninterrupted fuel service for drivers or operators. The vendor must describe the procedure on how and when the inventory of temporary-use, secure, fuel-only cards will be restocked.

5.7 Reporting

The Vendor must provide the Contract Administrator with usage reports including a summary of all secure, fuel-only credit cards (regardless of dollar amount) sold under this contract including FMO or designee name, model/part number, item description, WV-39 number, date received, order ship-date, and total amount. These reports must be provided using a browser client-server application.

5.8 Support

The Vendor shall maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have received secure, fuel-only credit cards from the Vendor under this contract. Personnel staffing the Vendor's support line shall be able to give technical assistance to agencies for all products or services purchased from or provided by the Vendor.

6.0 COST

- 6.1 The Vendor is required to quote a monthly, fixed price fee per card for all required products and services per Section 5.0. The monthly, per card fee must be all-inclusive. If no fee will be imposed on the State, the Vendor must indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal and Volume Rebate Bid Sheet.
- 6.2 The following criteria will be used to evaluate annual cost:

6.2.1 Annual cost:

- 6.2.1.1 Cost frequency for evaluation will be monthly.
- 6.2.1.2 Cost will be calculated using 10,000 active, secure, fuel-only credit cards for domestic use and 100 active, secure, fuel-only credit cards for international use.
- 6.2.1.3 Cost will be calculated per annum to ensure an "apples-to-apples" comparison.
- 6.2.1.4 Cost will be calculated as of the first day of the first billing cycle after an agreement becomes effective.

Example: \$1 per card per month X 10,000 cards/month = \$10,000 per month X 12 months = \$120,000 total annual cost.

- 6.3 The following criteria will be used to evaluate volume rebate:

6.3.1 Volume Rebate

- 6.3.1.1 Rebate frequency for evaluation will be monthly.
- 6.3.1.2 Rebate will be calculated using monthly retail transactions at all locations (Tier 1 – 3).
- 6.3.1.3 Rebate will be calculated using basis points to ensure an "apples-to-apples" comparison.
- 6.3.1.4 Rebate will be calculated as of the first day of the first billing cycle after an agreement becomes effective.
- 6.3.1.5 For the purposes of evaluation, volume rebate basis point will be calculated using 10,000 active, secure, fuel-only credit cards for use domestically and 100 active, secure, fuel-only credit cards for use internationally.

Example: 10,000 cards = volume rebate of 135 basis points (1.35 rebate percentage) x \$1,000,000 domestic retail transactions = \$13,500 monthly volume rebate x 12 months = \$135,000 total annual volume rebate.

- 6.4 No separate reimbursement will be made to the Vendor for travel or any other expense or service.

7.0 ADDITIONAL REQUIREMENTS

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 shall 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 the payment of all subcontractors.

8.0 LOCAL GOVERNMENT BODIES

The Vendor agrees to extend the prices, terms, and conditions of the bid to county, school, municipal and other government bodies, and the bid shall extend to political subdivisions of the 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.

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 _____