



# Purchasing Policy and Procedures Manual

Effective July 1, 2024

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## Revision History

July 1, 2024 – This manual was re-organized to increase ease of use. Added sections to detail consequences of misuse of the P-Card, a glossary, and a revision history to track future changes.

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## **Section 1 - Introduction**

### **1.1 Scope**

This manual has been created to assist the students, faculty, and staff of West Liberty University (WLU) with the purchase of goods and services that cost \$50,000.00 or less.

This manual is not to be construed as a complete or final determination and may be amended or changed. Exceptions may be made by the Chief Financial Officer (CFO), the Chief Purchasing Officer (CPO), or their designee. The Director of Purchasing for WLU currently also serves in the capacity of the CPO. This manual is available on the WLU Business Office website.

### **1.2 Purpose**

The purpose of this manual is to ensure that the business activities of WLU are in accordance with applicable governing authorities, prevent and misuse, abuse, of fraudulent activity, and to increase public confidence in WLU's business activities.

### **1.3 Authority**

The West Virginia State Code vests the Board of Governors (BOG) with the authority to purchase and acquire materials, supplies, equipment, services, construction and printing for the State's colleges and universities. Authority is also given to the BOG to set purchasing policy and prepare rules and regulations.

WLU's Purchasing Department adheres to the below statutes and policy manuals in its mission to provide the WLU community with the goods and services it needs to operate as efficiently as possible.

West Virginia (WV) Code § 18B-5-1 through § 18B-5-4  
WV Legislature Series 43 Purchasing Efficiencies  
WV Higher Education Policy Commission (HEPC) Series 30 Purchasing

### **1.4 Organizational Information**

The Office of Purchasing maintains a central office, located in the Business Office, Shaw Hall Room 325. In addition to the purchase of all goods and services, the WLU CPO also oversees P-Cards, travel approval, and the accounts payable functions for WLU.

### **1.5 Disclaimer**

This Purchasing Manual is provided for reference purposes only. This booklet is not a complete or final determination of any purchasing matter and may be amended or changed at any time at the discretion of the CPO to ensure compliance with the laws, rules and policies of the Governing Boards and the State of West Virginia.

### **1.6 Effective Date**

The effective date of this manual is July 1, 2024

### **1.7 Revisions or Replacements**

This manual replaces all other procedure manuals as they pertain to Purchasing at WLU.

### **1.8 Public Records**

All records in the Purchasing Office related to purchase orders and/or contracts are considered public records. All bids, proposals, or offers submitted by vendors shall become public information and are available for inspection during normal business hours. All public records may be released with or without a Freedom of Information Act request. The only exemptions to

disclosure of information are listed in WV Code § 29B-1-4. Trade secrets as submitted by a vendor are the only exemption to public disclosure by the Purchasing Office.

The submission of any information to the Purchasing Office by a vendor puts the risk of disclosure on the vendor. The Purchasing Office will make a reasonable effort to not disclose information that is within the guidelines of § 29B-1-4 and is labeled “proprietary information not for public disclosure.” The Purchasing Office does not guarantee non-disclosure of any information from the public.

### **1.9 Ethics**

Purchasing and disposal of surplus, obsolete and unusable materials, supplies and equipment in the public sector is a public trust and the highest degree of professional and ethical standards should be maintained at all times. Chapter 6B of the WV Code, the West Virginia Governmental Ethics Act, is applicable to all purchasing, receiving, inventory management, and surplus property activities performed under the jurisdiction of the Council, the Commission, and the Governing Boards.

Any person who is not authorized to approve a purchase or contract, or who does so in a manner that is in violation of state law, or the rules, policies and procedures of the Council and Commission and the Governing Board having jurisdiction, may be held personally liable for the cost of such purchase or contract as provided in state law. Purchases or contracts violating state law and/or the rules, policies and procedures of the Council and Commission and the Governing Board having jurisdiction shall be void and of no effect.

Except as may be authorized by the provisions Chapter 6B of the West Virginia Code: (1) neither the Council, the Commission, the Governing Board, nor any employee of the Council, the Commission or the Governing Board, shall be financially interested, or have any beneficial personal interest, directly or indirectly, in the purchase of any equipment, materials, supplies, services, or printing, nor in any firm, partnership, corporation or association furnishing them; and (2) neither the Council, the Commission, the Governing Board or any employee of said Council, Commission or Board shall accept or receive directly or indirectly, from any person, firm or corporation, known by the Council, the Commission or the Governing Board or such employee to be interested in any bid, contract or purchase, by rebate, gift or otherwise, any money or other thing of value whatsoever or any promise, obligation or contract for future reward or compensation.

Any vendor violating the West Virginia Code or the rules, policies and procedures of the Council and Commission or the Governing Board having jurisdiction may be suspended from the right to bid on or submit a proposal for institutional purchases for a period of up to one year.

### **1.10 Vendor Registration**

The West Virginia Code requires that all vendors be registered with the West Virginia Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. An annual vendor registration fee, payable to the State of West Virginia, is required from vendors receiving a purchase order for competitive products and/or services exceeding \$25,000 per order. Those exempt from paying the fee are vendors supplying sole source (non-competitive) products/services, or vendors receiving a purchase order in the aggregate amount of \$25,000 or less per order.

### **1.11 Vendor Preference**

West Virginia vendors may claim an in-state resident vendor preference in accordance with §5A-3-37 of the West Virginia Code on purchases of materials, supplies, equipment, and

printing that are competitively bid; however, this resident vendor preference is not applicable to construction, or for services. Except where provisions of §5A-3-37 may apply, the reciprocal preference provided for in §5A-3-37a of the West Virginia Code shall apply to the purchase of commodities (materials, supplies, equipment, construction, and services) and printing where appropriate. Claims for the resident vendor preference must be made in writing by the vendor and must be submitted with the vendor's bid.

### **1.12 Awards**

After competitive bids are received and properly evaluated, an award shall be made to the lowest responsible bidder meeting specifications. A responsible bidder is one who has a reputation for good performance, business, financial capabilities, and can furnish the required needs of the organization as requested. No personal preference shall be shown to any bidder, and "gold-plating" will not be permitted. "Gold-plating" is the adding of additional features or functions by a bidder to a specified requirement for which no original request was made, and then expecting an award (at more dollars) claiming the product or service is better than the lowest responsible bidder who meets the specified requirement.

If after a proper evaluation, an award is made to someone other than the lowest bidder; a thorough justification must be written and retained for public record and inspection. The reasons given must be technically correct and not based on subjective or prejudicial reasons. The justification must be signed by the evaluators and retained as part of the bid file.

### **1.13 Preparation of Purchasing Documents**

All forms submitted to the Purchasing Office must be typed (or neatly handwritten).

## **Section 2 – Planning**

### **2.1 Planning Process**

Planning the purchase of any good or service for use by the university is critical to the success of the institution. Some purchases are quick, simple, or routine in nature while others bring with them complexity and as a result take additional time to complete. Careful consideration must be made to ensure the university receives the correct good or service at the best possible price.

### **2.2 Financial Resources**

It is ultimately the responsibility of the budget manager to ensure that the purchase of goods and services does not exceed the available budget for the department. You should contact the CFO or university Controller if you have any financial resource questions before submitting a requisition to the Purchasing Office.

### **2.3 Timing**

It is the responsibility of the department purchasing the goods or services to submit a purchase request (if required) to the Purchasing Office PRIOR to the purchase of the goods or services.

Purchases made without the prior approval of Purchasing are unauthorized purchases and become the personal responsibility of the person making the purchase. Known as "after-the-fact" purchases, they will require an explanation and justification that will be subject to approval. The CPO will review purchases of this nature. These purchases must also be approved by the appropriate departmental dean or cabinet level administrator. Original letters, e-mails, or faxed correspondence will be acceptable. In addition to explaining why the University policy was not followed, an explanation shall be included that addresses efforts to prevent it from happening in the future.

Generally, purchase requests are approved within two business days of their submittal to the Purchasing Office, however, the best practice is to submit the request at least a week prior to when the order must be placed. If there is a short suspense for approval (outside of emergency purchasing procedures), it is the responsibility of the department requesting the purchase to notify the Purchasing Office of this deadline when submitting the request.

Some purchases, especially those grant funded, may have deadlines for delivery, this does not supersede the procedures of the Purchasing Office. In recent years, supply chains have been unpredictable, and some commodities have become increasingly difficult to procure. Starting the purchasing process as soon as the need is discovered will help prevent delays.

Purchases that require solicitation of the RFP process (\$50,000.00 and above) or Open-Ended Contracts (OECs) will take at least 45 days to complete and may take longer based on the complexity of the bid and what is being procured.

## **2.4 Selecting a Purchasing Method**

P-Cards shall be used to the maximum extent possible. All other purchases will be started as a Requisition and submitted to the Procurement Office for a Purchase Order. All requisitions received by Procurement are processed similarly.

When received, each is reviewed for accuracy and completeness. Erroneous or incomplete requisitions may be returned to the requestor for correction. The remainder is approved for purchase. Normally, this complete process requires not more than 3 to 5 days without bids.

## **2.5 Specifications**

The purpose of a specification is to serve as the basis for obtaining the commodities (products) and services suitable for the needs of the University in a cost-effective manner.

Determining the exact requirements (specifications) for products and services to perform a given function is one of the most important tasks in the procurement process. A specification must describe the type of product or service, the quality level, special requirements in design, performance, delivery, and usage. Specifications must not be restrictive and "lock-in/lock-out" a specific product, thus, limiting competition, or be so vague as to allow a vendor to provide a lower quality product or service.

A good specification is the following:

- Clearly understandable to both the buyer and seller
- Complete
- Concise
- Identifiable wherever possible with some brand or specification already on the market
- Verifiable
- Reasonable
- Legible

### **2.5.1 Types of Specifications**

There are at least three types of specifications used separately and/or in combination to communicate requirements for goods and services to the vendor.

**2.5.1.1 A Brand Name or Equivalent Specification** is based on one or more of a manufacturer's commodity or product description(s), model number(s) and quality level(s). The manufacturer's commodity or product number(s) must be easily identified and available in a current publication that is available to most vendors. Commodity or product description must be sufficiently detailed and specify only the required features needed for the application.



**2.5.1.2 A Performance Specification** is based on the specific performance needs of the purchaser. A performance specification is less structured as to how the product is made, and more structured as to how well it performs. The life cycle cost for operating and maintaining the product should be an element of the specification.

**2.5.1.3 A Design Specification** concentrates on the dimensional, physical and function requirements of the item being purchased. The design specification is used when the commodity must be specially made to meet the purchaser's unique needs.

Combinations of the above may be used to communicate a clear specification to vendors. A performance specification may refer to a nationally accepted testing procedure for a commodity; a design specification may indicate the physical size and dimension of the commodity; and a brand name or equivalent specification may be used to indicate a desired quality level.

## **2.5.2 Assistance in Preparing Specifications**

For assistance in preparing specifications, please contact the Procurement Office.

### **2.5.3**

#### **Format of a Specification**

A specification should be presented in a specific manner each time a purchase requisition is written. This format is as follows:

- Item number
- Quantity – The total quantity requisitioned and the unit of measure, such as cases, each, pounds, etc.
- Description – Enter the brand name or equal specification, the general name of the items, e.g., chairs, desks, etc., should be listed first; the manufacturer and model number of the item should follow immediately. (e.g., computer task chairs, KI Model #2572 Or Equivalent.) When using a brand name specification, the words "OR EQUIVALENT" must be inserted to inform vendors that alternate bids will be considered. Literature should be requested to accompany any alternate bid which can verify that the alternate bid complies with the specifications. The description should contain the essential requirements that clarify the quality level or indicate the features that are important to the function of the item/service being purchased.

Generally, the following language should NOT be included in a requisition:

- "No substitutes"
- "Only nationally known brands accepted."
- "No alternatives will be accepted without prior approval of the requisitioner."

## **2.6 Supporting Documentation for Goods**

The preferred supporting document for goods is a formal quote provided on letterhead from the company. However, a cart printout, an email from the vendor with an @vendorname.com email address (generic @gmail/Hotmail/etc. are not acceptable), or other documentation may be accepted at the sole discretion of the CPO.

Any quote must include at a minimum the name of the vendor, the description of what is being purchased, the quantity being purchased and the price. If freight is being charged, the quote must either reflect the cost of freight.

If multiple quotes are required, the items quoted must be of like model/quality. For example, if a drill is being purchased, the quotes must indicate that the drills are of a similar power with similar features. The model numbers/brand do not need to be identical as long as the fit/form/function are comparable. If there is a necessary feature that is exclusive to a particular brand, supporting documentation must be provided when the item is not lowest cost.

## **2.7 Supporting Documentation for Services**

There are many and sometimes unique types of language used to describe services or to disclose the cost of the service. Supporting documentation should be examined carefully to understand the services that are being offered, the actual cost of the services included in the price, and any peripheral services or costs that are excluded from the price. Some examples of the language for the cost of a service is fee, labor rate, hourly rate, lump sum amount, a scale, a tier, or number of users. The most common types of supporting documentation for services are a Quote, a WV 48 Agreement, or the Vendor's Agreement accompanied by a WV 96 Agreement Addendum. Other documentation that may be required are a Purchasing Affidavit, and a Certificate of Liability Insurance.

## **Section 3 – Process and Limits**

### **3.1 Purchasing Limits**

The use of foundation, grant, fund raising, or other outside funds does not supersede the requirements below. Failure to attain the correct paperwork will delay the approval of your purchase.

#### **3.1.1 Purchases less than \$1000**

Competitive bids are not required but are encouraged when possible. Unit cardholders may make these purchases using their P-Cards without Purchasing Office approval as long as the following conditions are met:

- There is no contract/quote/agreement that needs to be signed.
- The vendor accepts credit card payments, under the single swipe limit of the unit cardholder.
- There are no prohibitions on the goods/services being purchased (i.e. alcohol, prescription medications, association dues, etc.).
- The selected vendor is permitted to do business with the State of West Virginia.

If any paperwork is required to be signed, this purchase must go through the WLU Purchasing Office. If the contract has terms and conditions, a WV-96 form will need to be signed by the vendor. Vendors are required to sign any contract documents first; this should be done prior to the contract being sent to the Purchasing Office.

#### **3.1.2 Purchases between \$1000 and \$4,999.99**

Competitive bids are not required but are encouraged when possible. Unit cardholders may make the purchases using their P-Cards only after submitting a purchase requisition and receiving approval from the Purchasing Office. (See 3.2 for further information)

#### **3.1.3 Purchases between \$5,000 and \$49,999**

The department desiring the goods or services is responsible for obtaining at least three competitive quotes unless the purchase is made from one of the sources listed below, in which case only one quote is required.

- A general services administration contract (GSA)
- A group purchasing contract (GPO)
- A statewide contract (SW)
- A consortium contract (E&I, OMNIA, Sourcewell)
- A sole source vendor (See Sole Source Vendors for more information)

To obtain quotes, each vendor should be given the same specifications for the product or service. All vendors should be notified of any changes in the specifications. Quotes may be obtained in writing or electronically. One no-bid response from a vendor may be included to satisfy the three (3) quote rule, however the requestor must provide evidence that a third bid was solicited. The original quotes must be forwarded to the Purchasing Office to review and process. The Chief Procurement Officer or designee will determine if it is in the University's best interest to obtain additional quotes or to solicit the goods or services through a formal bid process. The Purchasing Office shall issue a purchase order to the vendor with the lowest quote. Change orders may be issued to modify the original purchase order. Purchase orders may be cancelled in accordance with the Standard Terms and Conditions.

The Chief Procurement Officer or designee has the authority to waive the three (3) quote rule or to allow the purchase of goods or the acquisition of services to be made from a vendor who did not submit the lowest quote at his or her discretion. The area or department desiring the goods or services must submit a written request to waive the three (3) quote rule or to purchase goods or acquire services from a vendor who did not submit the lowest quote to the Chief Procurement Officer.

For services, an agreement or contract must be in place on or before the first day of services. Agreements should be forwarded to the Purchasing Office for signature. The contract or agreement forms listed below may be used. The WV-96 form can only be modified by the State of West Virginia Attorney General's Office.

- Agreement form WV 48 with standard terms and conditions copied on the reverse side of the form or otherwise provided to the vendor.
- The vendor's contract or agreement with a WV-96.
- An agency contract or agreement with standard terms and conditions copied on the reverse side of the form or otherwise provided to the vendor and/or a WV 96.

### **3.1.4 Purchases \$50,000 or above**

Purchase requisitions for more than \$50,000 must come from competitively bid contracts and will be procured through the Purchasing Office. If there is an existing contract WLU can utilize (See 3.1.3 for examples), then a purchase order will be issued based on that pricing and contract terms. If no existing contract exists, a public bid will have to take place. These bids typically take between 45 and 60 days to award and must be advertised on the State Auditor's Office's (SAO) website and in a local paper for a minimum of two weeks. (See 3.4 for more information)

### **3.2 Requisitions**

Purchase requisitions are required for all purchases of over \$1,000 and purchases requiring a state check to be issued. These are internal documents that are not intended to be shared with vendors. Should the vendor need a purchase order, that will be issued separately by the Purchasing Office. The requisition must be submitted and approved by the Purchasing Office **PRIOR** to the purchase being made, failure to adhere to this may result in loss of P-Card for the offending party.

The WLU purchase requisition form should be filled out completely by the requesting department. It must have the name of the vendor, the requesting department information, an explanation of what is being ordered, if the description does not fit on the form, a separate page may be submitted with the requisition form, the budget coding to be used to pay for the expense, indication if the vendor accepts credit card payment, and signatures of the budget manager(s) paying for the goods and or services requested.

If multiple sources of payment are used, all budget managers must sign the form, or an attached approval email must be forwarded to the Purchasing Office. If the WLU Foundation is reimbursing WLU for the expense, an approved Foundation request must be submitted prior to the request being approved for purchase.

When submitting a purchase requisition, all accompanying documentation for the purchase, quote(s), vendor signed contracts, W-9 (if a new vendor or vendor address/name has changed), WV-96, sole source justification, WLU Foundation pre-approval, etc. should be completed and forwarded to the Purchasing Office. Failure to submit all supplemental documents will result in delay of processing.

When approved, an email will be sent to the department along with countersigned documents, and a completed and approved purchase order (if required). If the requisition is not approved, the Purchasing Office will work with the department and vendor to resolve the issue(s). Orders should never be placed until an approved purchase requisition is returned to the department.

See Exhibit 7.b for example.

### **3.3 Purchase Orders & Change Orders**

Purchase orders are external documents issued by the CPO or their designee to vendors that confirm what is being purchased by WLU, the agreed upon price and any special instructions. The purchase order number should be on any invoices associated with the order to prevent delay in payment.

Should a change to the order be necessary after the initial order is placed, the Purchasing Office will need documentation stating the change and will issue a change order to acknowledge the change(s).

### **3.4 Public Bids**

When public bids are necessary, the Purchasing Office will take the lead on creating the specifications required in conjunction with the department(s) utilizing the goods and/or services. A Public bid will be used any time the cost exceeds \$50,000, an OEC is being awarded, or it is deemed in the best interests of WLU. Public bids can take several forms depending on what is being procured.

RFB – A Request for Bid is typically used for construction projects. In an RFB, price is the determining factor in awarding the contract.

RFP – A Request for Proposal is used when price is not the only determining factor in awarding the contract. Price is taken into consideration when making the award, but factors such as interviews of potential vendors, references, reputation of goods and/or services are also taken into consideration.

RFI – A Request for Information is used when the University is trying to determine what potential solutions to their issues may be. These do not result in the awarding of a contract, but can be used to write specifications for future RFB/P

EOI – An Expression of Interest is used when soliciting Architectural services for projects. In an EOI, vendors submit information and are interviewed and ranked by a panel. Once completed, WLU begins negotiations with the highest ranked vendor and if a deal cannot be reached, will move on to subsequent vendors until a contract is awarded.

Public bidding requires advertisement at least two weeks prior to the deadline for submission of a bid. Typically, a pre-bid conference takes place two to three weeks prior to the bids being due. This will allow vendors to ask questions, tour facilities review the timeline and rules for the bid and refine the scope of the bid. These conferences can be mandatory or not depending on the project, however, this must be determined and advertised as part of the bid solicitation. Typically, a representative of the requesting department must be present during the pre-bid meeting to help answer any questions.

**Once a public bid is announced, only the Purchasing Office can communicate with any potential vendors until the contract is awarded.** If vendors reach out to any other WLU employee, they can be disqualified from bidding on the contract. If a bidding vendor has existing business that needs to be discussed, this must be coordinated through the Purchasing Office, and a member of the Purchasing Office staff must be present for any in-person meetings and copied on any correspondence. Failure to adhere to this may result in the vendor being disqualified from future bidding opportunities.

All public bids are available in the WLU Purchasing Office for examination.

### **3.5 Bid Appeals Process**

If a vendor believes an error has been made in the awarding of a contract, the following steps will be taken to resolve the issue.

A contact with WLU where a vendor expresses dissatisfaction, however, does not provide specific accusations of misconduct or errors on the part of the Purchasing Office shall be considered a complaint. A complaint may be made verbally or in writing. If made in writing, the vendor should identify the RFQ, RFB, RFP, EOI or Purchase Order number, the reason for the complaint and the action the vendor is seeking from WLU. A complaint is not considered a protest and will not be considered sufficient reason to delay or postpone evaluation and award of a contract.

Protests that are based on specifications or improprieties in any type of solicitation that are apparent or should have been apparent prior to the bid or proposal opening date and must be filed no later than five (5) calendar days prior to the proposal opening or closing date. A protest of the award must be filed no later than five (5) calendar days after the award of the contract is posted or otherwise made available in the WLU Purchasing Office for competitive transactions above \$25,000. Information regarding awards may be obtained from the WLU Purchasing Office, and a vendor contemplating a protest has the duty to obtain this information in a timely manner, so that the protest can be made within the stated time limit.

A protest must be filed in writing to the CPO and contain the name and address of the protestor, the number of the RFQ, RFB, RFP, EOI or purchase order number, a statement of

the grounds for protest with supporting documentation, the relief sought, and if a hearing on the merits of the protest is requested.

The CPO will review the merits of the protest and issue a decision in writing. Should the protestor request a hearing on the merits of the protest, the CPO shall set a time and place for the hearing. The hearing shall be conducted in an informal manner; technical rules of evidence shall not apply. It shall be recorded, and an official record shall be prepared. Following the hearing, the CPO shall issue a written decision.

Reconsideration of a decision on a protest by the CPO may be requested by an aggrieved party to the WLU CFO. A request for reconsideration shall be made within five (5) calendar days after receiving the CPO's written decision. It shall contain the name and address of the aggrieved party, the number of the RFQ, RFB, RFP, EOI or purchase order number, a statement of the grounds for reconsideration with supporting documentation, a copy of the CPO's written decision, the relief sought, and if a hearing on the merits is requested.

The CFO shall review the request for reconsideration and issue a decision in writing. In the event the aggrieved party requests a hearing on the merits, the CFO shall set a time and place for the hearing. The hearing shall be conducted in an informal manner; technical rules of evidence shall not apply. It shall be recorded, and an official record shall be prepared. Following the hearing, the CFO shall issue a written decision in writing to the aggrieved party and his or her decision shall be final.

WLU may refuse to decide on any protest or reconsideration when the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such court. The foregoing shall not apply when the court requests, expects or otherwise expresses interest in the decision of the institution.

### **3.6 Receipt of Goods & Services**

Receiving reports are required for all commodities that are not strictly services. The reports may consist of packing slips, or the form developed for the p-card process. All receipts must be signed and dated within 24 hours of the receipt of the material. West Liberty University does not have a central receiving station therefore, in most cases, the delivery is made directly to the requisitioner or a representative of the requisitioner. If you are the requisitioner, follow the receiving instructions and forward the proper information to the Accounts Payable Office. If you are the requisitioner and did not directly receive the shipment, you must obtain the receiving information from the person who did receive the shipment, verify the information, prepare the proper receiving papers, date, sign, and forward to the Accounts Payable Department.

All commodities with a value of \$5,000 or more per unit must be accounted for in the inventory management system. Upon receipt of a commodity with a value of \$5,000 or more, you must immediately contact the purchasing department. Within eight working hours, we will properly enter the item in the inventory management system and co-sign the receiving report, which should then be forwarded to the Accounts Payable Department.

### **3.7 Order & Payments**

The placing of orders for goods is usually done by the requesting department unless otherwise coordinated with the Purchasing Office. Payment by credit card can be made either by the unit cardholder if under their single swipe limit or the Accounts Payable Office. If payment by the Accounts Payable Office is required, please indicate this on the purchase requisition to prevent a delay in payment. Payment will not be made on goods or services

until they are received except in very limited circumstances. Any payments requiring a state check will be processed by the Accounts Payable Office.

### **3.8 Stringing**

Stringing is strictly prohibited. Stringing is defined as the act of separating Requisitions, Purchase Orders, Orders, Invoices, or Payments to circumvent policies and procedures or credit card spending limits.

## **Section 4 – Internal Resources**

### **4.1 Food Service**

The WLU food service contractor has exclusive rights to provide all food services and first right of refusal. An estimate or quote should accompany any requisition for food. Should the WLU food service contractor decline to provide services, a written statement of that should accompany the request.

### **4.2 Bookstore**

The WLU bookstore contractor has exclusive rights to bookstore services and first right of refusal. The bookstore also sells a variety of apparel and branded products that can be customized for the requestor.

### **4.3 Physical Plant**

Any services for trades services (painting, drywall, plumbing, electrical, etc.) must be submitted by physical plant or they will be rejected.

### **4.4 Fleet**

Any request for supplemental fleet or charter buses must be submitted by the fleet department or they will be rejected. This does not include rental vehicles for travelers when approved by the travel coordinator.

## **Section 5 – Special Procedures and Miscellaneous Items**

### **5.1 Alcoholic Beverages**

The purchase of alcohol is prohibited unless approved in writing by the WLU President for special events and circumstances. Alcohol purchases will not be reimbursed for employees/students while traveling.

### **5.2 Association & Membership Dues**

All association and membership dues must be pre-approved by the WLU president or their designee prior to the purchase, payment or joining as a member. All membership dues should be paid by the WLU Business Office.

### **5.3 Contractor vs Employee**

WLU's CFO in conjunction with the Human Resources department will determine if a vendor is a contractor or an employee in accordance with the United States Internal Revenue Service. The payment for persons considered an employee of WLU must be processed through payroll.

### **5.4 Electronic Signature**

Electronic signatures are acceptable on purchasing documents.

### **5.5 Emergency Purchases**

Emergency purchases may be made only when there exists a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or to meet bona fide emergencies arising from unforeseen causes, including delays by contractors, delays in transportation, and unanticipated volume of work, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written letter of justification explaining the basis for the emergency and for the selection of the contractor must accompany the requisition. Emergency procurement shall be limited to those supplies, equipment, services, or construction items necessary to meet the emergency.

Detailed documentation must be submitted to the CPO within five (5) business days after the emergency event.

### **5.6 Employee Reimbursements**

Reimbursements are not guaranteed. Employees are encouraged to utilize a P-Card or contact the WLU Business Office to make purchases. Reimbursements will only be considered when there is no alternative readily available. Employees will not be reimbursed for association dues and membership fees. Employees will submit the reimbursement form along with invoice and proof of payment. The form must be signed by the budget manager with coding provided on the form. The decision to reimburse an employee is the responsibility of the CFO and will be determined on a case-by-case basis.

### **5.7 Sole Source Purchases**

When an item is available from only one source and costs more than \$1,000, an order may be placed without competitive bids if written justification is provided. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential offerer for that item. The following are examples of circumstances which could necessitate sole source procurement.

- a. Where the compatibility of equipment, accessories, supplies, or replacement parts is the paramount consideration.
- b. Where a sole source supplier's item is needed for trial use or testing.
- c. Where a sole source supplier's item is to be procured for resale.
- d. Where public utility services are to be procured.
- e. Where specific items are called for on a grant or contract.
- f. When there is only one vendor who can provide the material.

For sole source purchases over \$25,000, an original signed quotation must be obtained from the vendor by the Purchasing Department. Copies or faxes of signed quotations are acceptable for purchases below \$25,000.

### **5.8 Gifts and Gift Cards**

The purchase of gift cards in any amount must be approved by the Purchasing Office. Before gift cards are approved, the requestor must fill out the gift card request form that provides justification for the cards as well as the accounting information. Gift cards given for prizes or gifts must be signed for by the intended recipient(s) and those receiving reports must be forwarded to the Purchasing Office.

### **5.9 Legal Services**

The acquisition of all legal services must be approved by the VP of Finance and Administration and the Attorney General's Office prior to the acquisition of such services.



### **5.10 Advertising**

Advertising (except for legal ads and employment ads) should go through the WLU Marketing department to ensure that all branding and advertising specifications are met.

### **5.11 Computer Hardware and Software**

All IT related purchases (hardware, software, and supplies) regardless of price, require IT approval.

### **5.12 Leased Space**

For all space leases, consult with the Purchasing Department.

### **5.13 Maintenance Agreements**

The request for a maintenance agreement for equipment is to be submitted on a requisition when there are terms and conditions present. The make, model, serial number and University tag number for the equipment must be stated. The vendor must sign the maintenance agreements and addendum (WV-96) first. The VP of Finance and Administration will sign for the University. Payments for maintenance can be made only after the services have been performed. If stated in the agreement, these payments may be made periodically as maintenance is performed. Dates of service should be kept within the State fiscal year of July 1 through June 30. In addition, maintenance agreements which have "terms and conditions" attached must have a WV-96 attached.

Repairs to office, scientific, or educational equipment require the issuance of an approved University purchase order. This includes equipment which must be shipped back to the vendor for repair.

When equipment is required on-site, the department must prepare a requisition and process it through Purchasing. If the vendor requires a confirming order number before the service call is made, please advise the Purchasing Department. Although the exact charges may not be known, the charges should be estimated. List estimated charges as two separate items, one for labor and one for parts. Note: The department is solely responsible for all charges.

Should the equipment require off-site repair, proper packing of the equipment for shipment is the responsibility of the department. The department must prepare a requisition in advance to cover repair and shipping costs. If the exact charges are not known, an estimate is acceptable. Please include the serial number of the equipment, the University tag number, the building and room number, the name of the contact person, and a brief description of the problem. Forward the requisition to Purchasing. Departments cannot ship any equipment to a vendor for repair until they receive the vendor's copy of the order signed by a buyer. Departments are responsible for shipping the packages.

### **5.14 Hospitality**

The campus food service vendor has exclusive rights to all food served on our campus and permission must be received by our food service vendor for any food to be bought from another vendor.

Hospitality is defined as the expense of state funds for the reception of guests by a spending agency for a specific event or function related to conducting state business provided that the function is:

- necessary
- appropriate to the occasion

- reasonable in amount
- serves as a bona fide University purpose.

These expenses include meals, refreshments, awards and supporting purchases for the event, such as paper products, décor items, etc.

### **5.15 Insurance Requirements**

Any vendor providing services on university owned grounds may be required to carry liability insurance. The Certificate of Liability must be presented on an Acord form and name the University as an additional insured.

### **5.16 Pre-Payment**

The State of West Virginia pays in arrears. In certain circumstances where customary, it may be possible to pre-pay. Software is an example of a commodity where pre-payment is allowed. However, if pre-payment is made and the contract is resolved prior to completion of services, the remaining value of the contract will not be returned to the department unless a credit is provided by the vendor and will only be provided in the current fiscal year.

### **5.17 Sales Tax**

The University is exempt from West Virginia Sales Tax. Other states will also exempt purchases from sales tax. These states are listed on the "Certificate of Exemption" form more commonly known as the "Tax Exempt" form. A "Certificate of Exemption" form should be submitted to the Vendor prior placing or paying for an order so tax will not be charged on the order.

### **5.18 Signature Authority**

The University's President, CFO, and CPO are the only individuals authorized to effect and sign non-credit card and non-essential services purchases, agreements, or contracts for West Liberty University.

Faculty and staff outside the above individuals may not obligate University funds, regardless of payment source.

### **5.19 Vendor File**

A W9 form is required to add a vendor or to modify a vendor's information in the wvOasis system. You should contact the Accounts Payable Clerk to verify if the Vendor is on file in wvOasis system or for other assistance. All other Vendor requirements will be verified by the Purchasing Office. The Purchasing Office will work with the Vendor to resolve any issues.

## **Section 6 – Policies & Procedures, Manuals, and Forms**

### **6.1 WLU Board of Governor's Policies**

The Rules of the WLU Board of Governors are located at <https://westliberty.edu/bog/rules/>


### **6.2 Business Office Manuals & Forms**

All WLU Business Office forms and procedure manuals can be found at <https://westliberty.edu/business-office/>

## Section 7 – Exhibits

<b>Exhibit 7.a Order &amp; Payment Requirements for General Campus</b>					
<b>Goods</b>					
Total Order Dollar Limit	Vendor	Requisition	Purchase Order	Who Orders	Who Pays
\$999.99 or less	Accepts P-Cards	Not Required	Not Required	Unit	Unit Cardholder
\$1000 - \$4999.99	Accepts P-Cards	Required	Not Required	Unit	Unit Cardholder
\$5,000 - \$50,000	Accepts P-Cards	Required	Not Required	Unit	Unit / Accounts Payable
Any	Does Not Accept P-Cards	Required	Required	Purchasing	Accounts Payable
<b>Services</b>					
Total Order Dollar Limit	Vendor	Requisition	Purchase Order	Who Orders	Who Pays
\$999.99 or less	Accepts P-Cards	Not Required	Not Required	Unit	Unit Cardholder
\$1000 or more	Accepts P-Cards	Required	Not Required	Unit	Unit Cardholder
Any	Accepts P-Cards	Required	Required	Purchasing	Accounts Payable
Any	Does Not Accept P-Cards	Required	Required	Purchasing	Accounts Payable
<b>Order Exceptions</b>					
1	A hospitality request is required for all hospitality purchases.				
2	All computer and software purchases must be approved by the CIO/designee prior to Business Office submittal.				
3	All WLU Foundation purchases must be pre-approved before submittal to the WLU Business Office.				
4	All grant related purchases must be approved by the WLU Grant Manager prior to submittal to the WLU Business Office				

### Exhibit 7.b Purchasing Requisition Form (Example)

<b>Purchase Requisition</b>	West Liberty University West Liberty, WV 26074	
	Vendor Details: Sample Vendor 123 Any St Anytown, WV 26003  304-555-1234	WLU Department Details: Ship To: Business Office  CUB#: 109  Phone: 304-336-8510

Request Information:

- 4 Widgets @ \$300 EA
- 2 Warp Cores @ \$200 EA
- 1 Flux Capacitor @ \$1000 EA

Additional Documents	
Contract/WV-48	W-9 (If new vendor)
WV-96	Foundation Pre-Approval (If required)
Quote(s)	

**PCARD ELIGIBLE** \_\_\_\_\_

Questions contact Patrick Kelly, Director of Purchasing

☒ Telephone: 304-336-8510 Email [patrick.kelly@westliberty.edu](mailto:patrick.kelly@westliberty.edu)

Fund	Org	Line	Amount		Total:	\$2600
8121	0652	79HXXX	\$2600			
				Budget Manager Approval		Date
				Purchasing Approval		Date

## Exhibit 7.c WV-96 (Contract Addendum)

WV-96  
1/1/2019

### STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): West Liberty University

Vendor: Sample Vendor

Contract/Lease Number ("Contract"):

Commodity/Service: Some Service

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96  
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strlethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: <u>West Liberty University</u>	Vendor: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Exhibit 7.d WV-48 (Agreement)**

# AGREEMENT

WV-48 (Rev. 10/2019)

Purchase Order #

I, Sample Vendor, 123 Any St., Wheeling, WV 26003, agree to perform  
(Name and address)  
the following services for West Liberty University at 208 University Dr., West Liberty, WV 26074  
(Agency) (Location)

Some service to be performed  
(Detailed description of services to be performed)

Date(s) of Service: from 7/1/24 to 7/3/24

The rate of pay shall be \$100 per Day not to exceed \$300 for the entire term of the contract.

**NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor.**

The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;  
 I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by the above named vendor from the State of West Virginia for full-time employment during the current fiscal year will be \$\_\_\_\_\_.

The vendor serves as \_\_\_\_\_  
(Position)  
with the title of \_\_\_\_\_, certified by \_\_\_\_\_  
(Supervisor's Signature)

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for Purchase Order/Contract listed on page 2 are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

## APPROVED BY:

Agency: West Liberty University  
(Authorized Signature of Agency)  
\_\_\_\_\_  
(Title)  
7/1/24  
(Date)

Vendor: Some Vendor  
(Vendor's Signature)  
\_\_\_\_\_  
(Social Security or FEIN)  
6/30/24  
(Date)

Funding Information:			
Fund	Dept	Unit	Amount \$
5000	0000	791-000	300
Total Amount			\$ 300.00

## Approvals (if required):

\_\_\_\_\_  
Position Date

\_\_\_\_\_  
Position Date

\_\_\_\_\_  
Position Date

## Exhibit 7.e Receiving Report





TMO 3 Form – Rev. 01/2008

Agency Ref. #

**STATE OF WEST VIRGINIA**  
DEPARTMENT OF ADMINISTRATION  
TRAVEL MANAGEMENT OFFICE  
REQUEST FOR HOSPITALITY SERVICE

SPENDING UNIT NAME/ORG# \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FUNCTION SPONSOR \_\_\_\_\_

LOCATION OF FUNCTION \_\_\_\_\_

DATE(S) OF FUNCTION \_\_\_\_\_

**ESTIMATED EXPENSES**

FOOD AND BEVERAGE	\$ _____
MEETING ROOM	\$ _____
EQUIPMENT RENTAL	\$ _____
LODGING	\$ _____
OTHER/	\$ _____
OTHER	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**PURPOSE/JUSTIFICATION OF FUNCTION:**

**FUNCTION ATTENDEES** (Must list individual names unless for a group of 20 or more. A list of attendees for groups of 20 or more must accompany the form):

**AGENCY AUTHORIZATION FOR THE ABOVE FUNCTION**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
FUNCTION REPRESENTATIVE'S SIGNATURE

By: \_\_\_\_\_ DATE \_\_\_\_\_  
AGENCY HEAD SIGNATURE



## Exhibit 7.h Membership Request Questionnaire

STATE OF WEST VIRGINIA  
OFFICE OF THE GOVERNOR  
CHARLESTON, WV 25305  
QUESTIONNAIRE FOR MEMBERSHIP IN ASSOCIATIONS

Date Submitted: \_\_\_\_\_  
Spending Unit: \_\_\_\_\_ Account No. \_\_\_\_\_  
Account Name: \_\_\_\_\_

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. Name of Association: \_\_\_\_\_
2. If this is a NEW association, what are the annual dues? \_\_\_\_\_
3. If an INCREASE in dues: Current Annual Dues? \_\_\_\_\_ Increased to \_\_\_\_\_
4. What factors are used to determine amount of dues? \_\_\_\_\_  
\_\_\_\_\_
5. Do you anticipate any additional increase in dues for the next 3 years? \_\_\_\_\_
6. List all other estimated costs (other than dues), such as registration fees, tuition, travel, association meetings, conventions, etc. \_\_\_\_\_  
\_\_\_\_\_
7. What is the purpose of the association? \_\_\_\_\_  
\_\_\_\_\_
8. What tangible benefits will the State derive from this membership? \_\_\_\_\_  
\_\_\_\_\_
9. List specific individuals or groups in the State that will benefit from your participation in this association. \_\_\_\_\_
10. What is the estimated number of staff members attending association meetings/conventions during any fiscal year and the estimated travel cost? \_\_\_\_\_
11. Could one agency participate and submit a written report to other agencies involved? \_\_\_\_\_
12. Will a written report be made to the spending unit by each attending staff member after association meeting attendance and will a copy of this report be available to the Governor? \_\_\_\_\_
13. Do the association members receive any written material and is this material available to any other interested individual? \_\_\_\_\_

|