



**State of West Virginia:
Electronic Payment Card (EPC) Services
RFQ # WWV09851**



commitment

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PROCUREMENT DIVISION
STATE OF WV

Submitted by:

Andy Taylor, Vice President, Citi

Office: 703-394-1927

July 31, 2008



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

Request for Quotation

BFO NUMBER
 JWWV09851

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

Citibank, N.A.
 1650 Tysons Blvd, Suite 630
 McLean, VA 22102
 (703) 394-1927

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/08/2008				
BID OPENING DATE: 07/31/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-35		
ELECTRONIC PAYMENT CARD (EPC) SERVICES						
EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE (Matt Gillin) TELEPHONE 610-941-4601 DATE 7.29.08

TITLE Anthony En Post FEIN ADDRESS CHANGES TO BE NOTED ABOVE

(WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR')

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
 6. Payment may only be made after the delivery and acceptance of goods or services.
 7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
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13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
 14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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 OFFICE OF ADMIN. SUPPORT-5302

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BID OPENING DATE: 07/31/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 610 941 4601	DATE 7.29.08
TITLE Attorney in Fact	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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	REV. 04/11/2001					
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). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 <input type="checkbox"/> BIDDER IS A CORPORATION 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.						

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SIGNATURE	TELEPHONE	DATE
	606 941 4601	7.29.08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Attorney in Fact		

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POSTER

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE</p>						

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SIGNATURE 	TELEPHONE 610 941 4601	DATE 7.29.08
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VENDOR

SHIP TO

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<p>PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>Chickadee, WA</u></p> <p>DATE: <u>7.29.08</u></p> <p>SIGNED: <u>[Signature]</u> (Matt Gillin)</p> <p>TITLE: <u>MO, Attorney in Fact</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE 610-941-4601 DATE 7.29.08

TITLE Attorney in Fact FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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<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: JOHN ABBOTT-----</p> <p>RFQ. NO.: WWV09851-----</p> <p>BID OPENING DATE: 7/31/2008-----</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>----- 703-394-1919 (fax) -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Andy Taylor, Vice President, Citi Office: 703-394-1927 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 610 941 4601	DATE 7.29.08
TITLE Attorney in Fact	ADDRESS CHANGES TO BE NOTED ABOVE	

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PROPERTY

PROPERTY

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***** THIS IS THE END OF RFQ WWV09851 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 660 941. 9601	DATE 7.29.08
TITLE Attorney Fied	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WWV09851 - EPC DEBIT CARD SERVICES SPECIFICATIONS

General Requirements:

The qualified financial institution will provide electronic banking services for the disbursement of unemployment compensation via Electronic Payment Card (EPC) that is VISA or Mastercard branded or Direct Deposit for WORKFORCE West Virginia, Unemployment Compensation Division. These services shall be provided at no cost to the State. **No fees outside of those shown on our Cost Sheet shall be assessed to the claimant. Should a vendor change the estimated quantities, or bid other quantities not listed, shall be grounds for disqualifying the bid. Including fees outside of those shown on our Cost Sheet is prohibited and will disqualify a vendor's bid response.**

Purpose:

The intent and purpose of this solicitation is to establish a contract with a qualified financial institution who meets all mandatory requirements outlined in this Request For Quotation to implement an EPC card program for the Unemployment Division of WORKFORCE West Virginia.

Scope of Work:

1. Mandatory Requirements

BY SIGNING THE BID THE BIDDER AGREES TO ALL MANDATORIES SET FORTH IN THIS BID.

The Electronic Payment Card (EPC) **must**:

- A. be branded VISA or Mastercard, shall operate via the VISA or Mastercard network, shall be accepted by any participating merchant, and the card will allow for PIN based and signature based purchase;
- B. perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction;
- C. be re-loadable, have a stored value, and cannot have a line of credit associated with it;
- D. support Point of Sale and cash back purchases and support on-line and phone purchase capabilities;
- E. not require a bank account relationship or credit approval of the card holder/claimant; and,
- F. be "Regulation E" compliant.

The successful vendor **must**:

- G. provide fraud protection in compliance with Regulation E;
- H. provide 24 hours per day, 365 days per year, toll-free customer service support;
- I. allow the claimant to elect either Direct Deposit or EPC services. In the event the claimant does not provide the necessary bank account information, the vendor shall automatically defer the claimant to the EPC services;
- J. provide the initial cards to the claimant;
- K. issue the initial card to the claimant within five (5) to seven (7) days of receipt of information from WORKFORCE West Virginia;
- L. process file that loads value on the cards within twenty-four (24) hours of the receipt of WORKFORCE West Virginia's file;
- M. not charge any fees whatsoever to the agency and agree to charge only fees identified on the Cost Sheet to the claimant
- N. assume all Regulation E responsibility for the card and provide **free** monthly statements by US mail to claimant, if claimant requests paper statements;
- O. establish an automated procedure for an electronically secure data connection to accept claimant account information on a daily basis (i.e., new accounts, updates), requiring no additional manual entry of data by WORKFORCE West Virginia after initial claim entry;

- P. establish, in conjunction with WORKFORCE West Virginia, an interface for the receipt of batch account information via automatic file transfer that requires no prompting by WORKFORCE West Virginia;
- Q. process and credit payments to the claimant/cardholder's debit card account by the close of business on the day that WORKFORCE West Virginia funds are deposited with the vendor; or directly deposited into the claimant's bank account
- R. be FDIC, FSLIC, or NCUSIF insured and affiliated with the VISA or Mastercard system;
- S. not deny any claimant referred by WORKFORCE West Virginia for participation in the EPC or direct deposit program;
- T. not allow the claimant/cardholder to make deposits or add value to the card;
- U. not allow the claimant/cardholder to obtain checks or negotiate checks against the card of the underlying account;
- V. provide educational and instructional material associated with the card and direct deposit to the claimant/cardholder and Workforce West Virginia;

- AA. notify the claimant/cardholder in advance of changes in policy that affect them or their account;
- BB. notify WORKFORCE West Virginia in advance of any changes affecting claimant/cardholders;
- CC. reinstate suspended cards (reopened claims) at the request of WORKFORCE West Virginia;
- DD. notify WORKFORCE West Virginia if a card is unused for more than three (3) months;
- EE. return funds from any unused cards, at the request of WORKFORCE West Virginia;

- FF. allow WORKFORCE West Virginia to approve the instructional material provided with the card;
- GG. begin accepting initial deposits from WORKFORCE West Virginia no later than seven (7) days after the initial cards are distributed to the claimant/cardholder; or bank account information of the claimant is received for direct deposit services
- HH. allow the card or account to remain active until WORKFORCE West Virginia indicates otherwise;
- II. allow the claimant/cardholder to choose and change the PIN;
- JJ. disallow any transaction that causes the claimant/cardholder to exceed the amount available in the account;
- KK. allow for withdrawals at the vendor's teller window at no cost;
- LL. notify WORKFORCE West Virginia within the negotiated timeframe when a card is returned by the United States Postal service as undeliverable;
- MM. send a daily data file which will inform WORKFORCE West Virginia of the date the account is ready to accept deposits;
- NN. submit a monthly report which provides the following information: 1) the total number of cards issued; 2) the total number of cards cancelled; and, 3) a list of any unused cards;
- OO. provide 24 hours per day, 365 days per year, a toll-free and web access to card/account balance and transaction information;
- ~~PP. provide a domestic call center to provide customer service support;~~
- QQ. provide one, free new card issuance to replace lost or stolen cards within one (1) day of notification; and,
- RR. allow for a minimum of two (2) ATM withdrawals per customer per month from the vendor's ATM network at no cost
- SS. must not allow cardholder information to be used for commercial solicitation purposes
- TT. Within the past five (5) years provided substantially similar services to those requested in the RFQ to no less than three (3) other clients, said services must have been in place for at least two (2) years
- UU. must have systems disaster support available to your stored value card services which include:
 - 1. Backup and recovery capabilities
 - 2. Security and emergency arrangements

WWV09851 BID FORM

No fees outside of those shown on our Bid Form shall be assessed to the claimant. Should a vendor change the estimated quantities, or bid other quantities not listed, shall be grounds for disqualifying the bid. Including fees outside of those shown on our Bid Form is prohibited and will disqualify a vendor's bid response.

Debit Card Services –

Type of Service	Estimate Quantities*	Claimant's Unit Fee	Claimant's Total
Setup Fee	10,000	\$	\$
Monthly Account Services	10,000	\$	\$
<u>ATM Withdrawal</u>			
Minimum 2 free ATM withdrawal transactions per month	10,000	\$	\$
Additional ATM withdrawals per month	10,600	\$	\$
ATM transactions performed outside of the U.S.	100	\$	\$
ATM withdrawal at non affiliated ATM	100	\$	\$
<u>Balance Inquiry</u>			
Telephone balance inquiries through toll-free IVR	10,000	\$	\$
Web balance inquiries	10,000	\$	\$
ATM balance inquiries	10,000	\$	\$
ATM balance inquiries at non affiliated ATM	10,000	\$	\$
Account Overdraft	1,000	\$	\$
Denial for insufficient Funds	1,000	\$	\$
Account inactivity beginning 12 months after last account activity	1,000	\$	\$
<u>Card Issuance Services</u>			
Card deactivation	1,000	\$	\$
Card reactivation	1,000	\$	\$
Expired card replacement	1,000	\$	\$
Additional card issuance	1,000	\$	\$
One card replacement requested by cardholder	1,000	\$	\$
Additional card replacements requested by cardholders	1,000	\$	\$
Web account services	10,000	\$	\$
Cardholder contact to customer services	10,000	\$	\$
Change of PIN	1,000	\$	\$
Account transaction research	1,000	\$	\$
Point of sale (POS)	10,000	\$	\$
Conversion of foreign currency	100	\$	\$
Overnight delivery services requested by cardholder	100	\$	\$
Monthly Operating Fee	100	\$	\$

Bid Form

Debit Card Services –

Type of Service	Estimated Quantities*	Claimant's Unit Fee	Claimant's Total
<u>ACH Origination and Routing</u>			
ACH Monthly Maintenance	10,000	\$	\$
ACH Credits Originated	10,000	\$	\$
ACH Debits Originated	10,000	\$	\$
ACH Transmission	10,000	\$	\$
ACH Return	10,000	\$	\$
ACH Notification of Change	10,000	\$	\$
<u>ACH Implementation</u>			
ACH Debit Blocking Maintenance	1,000	\$	\$
DDA Account Maintenance	1,000	\$	\$
Credits/Debits Posted	1,000	\$	\$
Miscellaneous Depository Items	1,000	\$	\$
Balance Reporting Maintenance	1,000	\$	\$
Balance Reporting Accounts	1,000	\$	\$
Balance Reporting Items	1,000	\$	\$
Total			\$

*Estimated quantities are provided for calculation purposes only and are not intended to imply or reflect actual transactions or expectations of WORKFORCE West Virginia

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Litbank, NA

Authorized Signature: _____

Date: 7.29.08

(Matt Gillin)



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:
WWV09851

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

Citibank, N.A.
 1650 Tysons Blvd, Suite 630
 McLean, VA 22102
 (703) 394-1927

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/16/2008				

BID OPENING DATE: **07/31/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO ADD THE MANDATORY REQUIREMENT: "THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT AN ANNUAL STATEMENT ON AUDITING STANDARDS (SAS70) AS DEVELOPED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (AICPA)".						
0001	1	LS		946-35		
ELECTRONIC PAYMENT CARD (EPC) SERVICES						
***** THIS IS THE END OF RFQ WWV09851 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 610-941-4601	DATE 7.29.08
TITLE Attorney-in-Fact	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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
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ADDRESS: CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

S H I P T O

BUREAU OF EMPLOYMENT PROGRAMS
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV
25305-0112 558-2634

Citibank, N.A.
 1550 Tysons Blvd, Suite 630
 McLean, VA 22102
 (703) 394-1927

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/22/2008				

BID OPENING DATE: **07/31/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS, PER THE ATTACHED.						
NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.						
0001	1	LS		946-35		
ELECTRONIC PAYMENT CARD (EPC) SERVICES						
***** THIS IS THE END OF RFQ WWV09851 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>(Signature)</i>	TITLE Attorney in Fact	FEIN	TELEPHONE 610-991-9601	DATE 7.29.08
---------------------------------	----------------------------------	------	----------------------------------	------------------------

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

Addendum #02

Q 1. Will you please provide a definition of "qualified financial institution"? If the offeror is not a qualified financial institution but has a qualified financial institution as a subcontractor, will WORKFORCE West Virginia allow proposals from other qualified contractors that are not financial institutions provided they have a qualified financial institution as a subcontractor providing all required banking and financial services?

A 1. A qualified financial institution is an institution equipped to receive, process, and distribute funds for the stated purpose with the necessary insurance protection of said funds. If the vendor is not a qualified financial institution, but has a qualified financial institution as a subcontractor, WORKFORCE West Virginia will allow proposals from other qualified contractors that are not financial institutions provided they have a qualified financial institution as a subcontractor providing all of the required banking and financial services.



**State of West Virginia:
Electronic Payment Card (EPC) Services
RFQ # WWV09851**



**Submitted by:
Andy Taylor, Vice President, Citi
Office: 703-394-1927
July 31, 2008**



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Executive Summary

The State of West Virginia and the Unemployment Division of WORKFORCE West Virginia have made the progressive decision to implement an electronic payment card (EPC) solution for the delivery of unemployment compensation. At Citi, we applaud this decision and welcome the opportunity to deliver our industry leading prepaid Debit Card solution and Program Management approach to the State. As a proven partner in the Public Sector, Citi brings to bear unparalleled experience, capabilities and a tested implementation methodology to ensure an outstanding solution for the State of West Virginia and your claimants. This year we have won two EPC contracts for State Unemployment Benefits (in one mid-Atlantic and one Midwestern state). This exemplifies our position as the trusted partner for State unemployment benefit card programs.

Meeting Your Goals and Objectives

As a pioneer in the prepaid Debit Card industry, Citi's dedicated Prepaid Services group has worked with over 1,400 organizations, including 43 of the *Fortune* 100 to replace traditional paper-based payments with an Electronic Access Card solution. These experiences have enriched Citi with a deep understanding of the required capabilities and service standards that are paramount to a successful program.

At Citi, a successful partnership is defined by meeting and exceeding your goals and objectives for the Debit Card program. As such, we will focus on driving the following results for the State:

- ✓ An enhanced claimant experience with the most flexible, accurate, timely and secure payment delivery methods
- ✓ Significant cost savings through the elimination of paper check payments for unemployment benefits
- ✓ Elimination of check fraud
- ✓ Streamlined operations with electronic payment delivery and thorough reporting capabilities
- ✓ Comprehensive support and proactive communications (including phone, email and text messaging) with all State claimants

We are highly confident in our ability to meet these goals based on our proven, quality-driven Program Management Approach and dedicated Citi/State of West Virginia team.

Program Management Approach

Citi truly views the Debit Card program as a partnership between Citi and the State of West Virginia. We share common goals for success, including a smooth and timely implementation utilizing Citi's market-tested methodology and a world-class claimant experience.

The State of West Virginia is a premier client for Citi. In response, we have assembled a preeminent team of payment professionals, dedicated to driving success for the State of West Virginia. Every member of the Citi/West Virginia team, including Citi Senior Management and Program Management professionals, is committed to driving your goal of a fully electronic payment delivery process.

To underscore our partnership approach, Citi will provide, at no fee, a consultative work-flow analysis to identify potential efficiencies and cost savings recommendations to the State. Based on our ten years of experience delivering large scale Debit Card programs, the Citi team will bring best practices for operations analysis and work-flow to the State. To this end, we will look to identify areas for automation and provide tools, wherever possible.



We view our partnership as dynamic and in order to assure a consistently superior claimant experience, Citi will ensure feedback is constantly gathered, analyzed and acted upon. We see every touch point with claimants as a chance to gain valuable, actionable feedback. Our specialized Customer Service Representatives will be trained on your program and focused on delivering feedback from the front lines. We will also utilize our claimant website as an interactive tool to survey claimants and provide valuable information to the State.

As we discussed, the Citi/State of West Virginia team has a deep understanding of the nuances related to a Debit Card compensation program. From operational aspects to communications and customer service, our team will bring to the table the prowess of the nation's largest financial institution and the most experienced and specialized provider of Debit Card programs.

Financial Commitment

Citi's Debit Card solution has been developed to offer no fees for WORKFORCE West Virginia's unemployment compensation program (including ACH fees) and flexible access to funds for claimants. Claimants have unparalleled funds access with free Visa/MasterCard spending, PIN-based cash back, a large, surcharge-free ATM network and free ATM rollovers.

As evidence of our dedication to the State's Debit Card program, we are able to not only deliver a world-class product and market-driven support methodology, but additionally we are pleased to offer a financial commitment to the State. If awarded the State's contract, Citi will provide the State an initial \$5,000 "Program Launch Support" payment. Once launched, Citi will also provide a \$10,000 "Ongoing Program Management" payment to the State after 20,000 cards have been issued and an additional \$10,000 payment once 40,000 cards have been issued in total.

Citi's Commitment to the State of West Virginia

Citi is proud of its' long-standing presence in the State of West Virginia. Citi currently serves as West Virginia's vendor for the State's Purchase Card Program and also serves as custodian for the Office of the State Treasurer. We are proud to serve the State in these capacities and we feel this is a solid foundation from which to broaden our existing relationship. Through our Smith Barney, Citifinancial and consumer offices, our employees help the State of West Virginia's economy grow in a healthy and vibrant way by providing savings vehicles, investment and wealth management, home loans and small business assistance.

Citi is a solid Corporate Citizen in West Virginia. We have contributed generously to State Financial Literacy programs which help children through after-school programs, and consumers through programs focusing on credit counseling and successful homeownership. In addition, The Citi Foundation supports community programs by contributing to programs including: Big Brothers and Big Sisters, the Education Alliance, Weed and Seed, Habitat for Humanity.

To see a complete list of the West Virginia programs' Citi Foundations supports visit:
<http://www.citigroupfoundation.org/citigroup/corporate/foundation/index.htm>

Conclusion

The Citi/West Virginia team has a genuine sense of excitement and enthusiasm for the State's EPC program. Based on our experiences in the market, we are highly confident in our partnership approach, our capabilities, and our methodology for driving success. We appreciate the opportunity to deliver this document and we look forward to any further questions from the State.

Key Features Review

Debit Card Features

Central to our electronic payment solution is the Debit Card. With millions of prepaid debit cards issued and billions of dollars in payments delivered, Citi has developed a feature-rich solution for the State.

Citi clearly understands the desire to provide claimants with convenient access to funds. As such, Citi Prepaid provides cardholders with many safe and convenient ways to access their payments at no cost including:

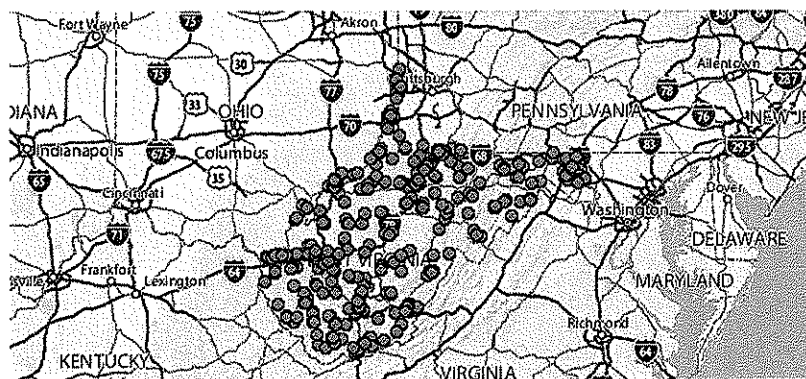
- Unlimited spending at any merchant that accepts Visa/MasterCard debit cards (32 million locations) - **No Fee**
- Unlimited PIN-based, cash-back transactions at any merchant that offers cash back and accepts Visa/MasterCard debit cards - **No Fee**
- Teller “cash advance” at any bank that accepts Visa/MasterCard debit cards - **No Fee**
- **Unlimited surcharge-free ATM** access at more than 51,000 ATMs in the U.S. with the Citi, Allpoint, and MoneyPass ATM networks.
- **Two free** ATM transactions per month (or **more with Rollover feature**)

ATM Rollover Feature

In addition to providing two free ATM transactions per month, Citi allows claimants to “rollover” free ATM transactions. The free ATM rollovers apply to any Visa/MasterCard ATM machine. For example, if a claimant does not use one or both of their free ATM transactions in a given month, those free transactions automatically carry over to the next month. This approach allows us to exceed the State of West Virginia’s requirement, and to further reduce fees to claimants.

Cash Access in West Virginia

Throughout West Virginia, Citi’s cash access network is made up of 2,610 points, including 721 surcharge free points. Access points include Visa Member Bank Branches (cash advances), MoneyPass Network ATMs, AllPoint Network ATMs, and 7-Eleven ATMs. These access points across West Virginia are pictured below. Please note, this map does not include the many merchants such as grocery stores and pharmacies that provide cash back at the point of sale.





ACH Processing

In addition to meeting the core prepaid card requirements, Citi is pleased to deliver our innovative direct deposit management solution for West Virginia. Offering direct deposit in addition to the EPC provides claimants with the ultimate flexibility, speed and security for receiving benefit payments. As the fourth largest provider of ACH originations in the United States, Citi can provide all required direct deposit and EPC capabilities for the State of West Virginia.

Citi's direct deposit solution will provide the following key features:

Enrollment: Once a claimant is deemed eligible by the State, WORKFORCE will send Citi a daily file with the required information. Citi will then send a Welcome Kit including the prepaid card to the eligible claimants. Upon receipt, claimants may enroll a bank account with Citi to route future payments.

During implementation, Citi will work with the State to determine where eligibility validations and claimant communications can be built into our solution.

Maintenance: Allow claimants to change their bank account or payment delivery method. Citi will manage this entire process.

Secure Storage: Securely store and maintain all claimant payment delivery information. The State will not need to store any bank account information as this will reside with Citi.

Customer Support: Citi will fully manage all support to claimants related to their payments instructions. We will also work closely with the State to establish all escalation procedures when relevant.

Payment Delivery: The State needs only to transfer a unique ID and a dollar amount to Citi in order to deliver benefit payments. Citi will match the unique ID with the payment instructions for each claimant and then deliver payments accordingly (i.e. to the EPC card or to a bank account).

Customized Claimant Welcome Kit

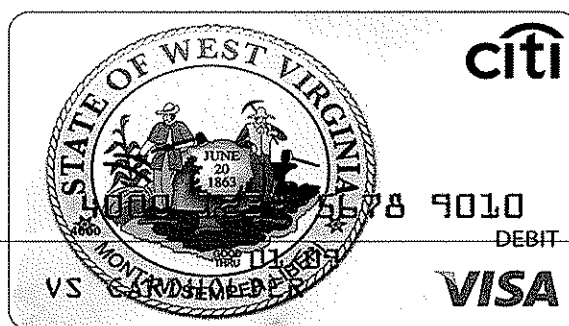
Citi will work directly with WORKFORCE West Virginia to develop the card design and the communication materials that will be provided with the prepaid debit card. As part of the Implementation, Citi will provide our industry best-practices communication materials for review and customization by the State.



The following elements of the welcome kit are fully customizable:

- Envelope
- Card design
- Card carrier
- Cardholder TIPs and FAQs
- Inserts in card package
- Cardholder website
- E-mail communication of payments

The following is a sample plastic design:



Claimant Customer Service

At Citi, we are fanatical about providing world-class Customer Service to claimants. Accordingly, each recipient will benefit from the following capabilities:

- 24/7/365 toll-free telephone support
- 24/7/365 e-mail support
- 24/7/365 toll-free IVR support
- 24/7/365 cardholder website access
- Multi-lingual capabilities (English, Spanish, French and Hmong)

Our Customer Service team operates on a forecasting model developed over the past ten years. This model considers the volume at a program level and forecasts the number of representatives needed to support the volume.

Claimant Communications

At Citi, we believe the claimant communication and notifications to be as equally important as timely and accurate payment delivery.


Claimant Website: Citi's innovative cardholder website is customizable for the State and provides a comprehensive account history of all transactions including payments, point-of-sale purchases and ATM transactions. Cardholders can query customer service, search for ATM/cash locations and sign up for free e-mail notifications and text messaging.



In addition to providing a wealth of information to claimants, the website delivers an unprecedented communications channel for the State. Certain real-estate on the cardholder website (essentially the left hand side) can be customized with copy, graphics and links for the State. Citi Prepaid can also host surveys or quizzes and deliver responses back to the State, transforming the website from a static page to a dynamic communications tool. If WORKFORCE elects to utilize Citi's proprietary file format, we can communicate payment details (such as number of unemployment payments remaining) to claimants via the phone and cardholder website.


The following is a sample screen shot of the claimant website:

(2) Messages Profile Help Log Out



Welcome to your account, Pat.

- Get more control and functionality upgrade your account for free.
- Find the smartest way to use your card; read our tips



Dashboard Transactions

Available Balance: \$ 1,716.00

Earnings Year-to-Date: \$ 3,432.00 [View All Earnings](#)

Dashboard

Recent Transactions

Date	Memo	Amount
10/22/2007	Whole Foods Market	- \$ 87.00
10/15/2007	West Virginia	+ \$ 286.00
10/07/2007	7-Eleven: Citi ATM Withdraw	- \$ 40.00
09/15/2007	West Virginia	+ \$ 286.00

You have 2 messages

Subject	Action
New User? Learn more about your card.	Learn More Delete
Sign up for Alerts. Get your balance and transaction information send to you by email or text message for free.	Sign Up Delete

Text Message and Email Notifications:

Claimants have the option to receive daily balance and transaction alerts by cell phone. Alerts provide account information via text message and email to any recipient. Alerts provide a valuable communication to the claimant, extend communications and enhance the total claimant experience. With daily and up-to-date balance information, claimants can stay on top of their balance and know as soon as they receive a payment.

Sample Text Notification (see picture on next page):

Balance Alert!
Your balance is \$110.69 as of
7:34am on 1/12/08



Technology Platform and Processing Scale

With more than ten years experience managing prepaid card programs for over 1,400 organizations, Citi has developed a highly flexible and scalable proprietary file formats for card creation and payment delivery requests. Citi's program is also completely integrated with the ACH network to enable delivery of payments to Debit Cards via ACH.

Our sophisticated technology platform provides unparalleled automation, scale and audibility to the State. In addition, our proprietary system is able to deliver comprehensive reporting with the total flexibility in frequency and formatting.

Our capacity is unparalleled. Our transactions platform, customer service systems and processor platform/network are designed to handle millions more transactions per month than even our highest spike month registered to date. Due to our forecasted hyper-growth, we constantly operate in an "overbuild" state.

Both Citi's prepaid transactions platform and customer service capacity are monitored in real-time and additional capacity is implemented long before capacity levels are reached. We can issue more than two million cards per week. We can support an unlimited number of cards at one time, as we constantly monitor our infrastructure and staffing levels.

The bottom line is our systems have been built to meet the needs our clients and deliver a superior experience for claimants.

SAS 70 Exception / Alternative

As described in the State's "Instructions to bidders", Citi is offering an alternative to the annual SAS 70 requirement.

Overview

Citi management recognizes its responsibility to establish and maintain appropriate controls related to the processing of transactions for user organizations. As one of the world's largest



financial institutions, Citi is subject to ongoing rigorous review of its control environment by both internal and external organizations. These reviews include in-depth examination of controls related to transaction processing, information security and business continuity. The results of the evaluations described below confirm that controls in Citi's Cash Management business are suitably designed to achieve management's control objectives and such controls have been placed effectively in operation.

Regulatory Framework

The Federal Deposit Insurance Act, as amended by the Federal Deposit Insurance Corporation Improvement Act (FDICIA) in 1991, established a mandatory supervisory action process requiring banks to comply with statutory requirements regarding capital adequacy and safe and sound banking practices. FDICIA also includes a certification process requiring senior management to assess its own compliance with designated laws and regulations, and to evaluate and report on the effectiveness of its internal control structure. This evaluation is supported by an extensive self-assessment program. Detailed management reviews are conducted quarterly to determine whether those controls are documented and to assess their effectiveness, identifying any weaknesses for follow-up and corrective action.

Citibank, N.A. is regulated by the following U.S. Federal Financial Institution regulators, which require banks to comply with comprehensive statutory and regulatory requirements ensuring the safety and soundness of our products, processes and delivery platforms:

1. The Federal Reserve Board,
2. The Office of the Comptroller of the Currency, and
3. The Federal Deposit Insurance Corporation

Audit

In addition to the quarterly self-assessments performed within each business, we have an extensive internal Audit and Risk Review (ARR) department that performs ongoing independent audits. ARR reports directly to the Citigroup Board of Directors. The audit control review function for Citigroup covers all businesses, functions, and geographies. Its role is to examine and evaluate the adequacy and effectiveness of Citigroup's internal procedures, its control structure and the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. ARR also evaluates the effectiveness of our technology organization's project management activities during the system development lifecycle. Audits are conducted periodically and, to date, confirm that controls in Citigroup's Cash Management business are suitably designed to achieve management's control objectives and such controls have been placed effectively in operation. All audit results are reported to senior management. Furthermore, KPMG, our external auditing firm, incorporates tests of internal controls into their review of our consolidated financial statements.

Information Security

An important part of our self-assessment and certifications is adherence to rigorous policies in the realm of information security. The principal aim of those policies is to protect the confidentiality and integrity of our customer data and its accessibility to authorized parties only. Trained business security officers who implement and oversee the corporate information security programs within each business group carry out self-assessment programs for information security. As part of that, ethical hacks are undertaken prior to any major new release of software. An ethical hack is a process by which independent security professionals are engaged to attempt targeted breaks into a company's computer system, using the most advanced tools and techniques, similar to those potentially used by malicious hackers. The purpose of an ethical hack is to surface potential vulnerabilities, affecting both the infrastructure and application so they can be addressed before a new software release goes into production. Only reputable companies

who are properly qualified to perform an ethical hack are certified by our Corporate Information Security Office to perform such tests. The release is put into live production only upon successful completion of an ethical hack, and supporting tests that confirm resolution of risks found during the ethical hack. Final approvals on the results of all ethical hacks, and on the resolution of any issues discovered from an ethical hack, must be obtained from Citi's Group Information Security Office, which is independent of the business unit responsible for software development and implementation. Only after such approvals and after all material vulnerabilities have been corrected will the new release go into production.

Conclusion

We believe it is important to share with you the steps we take, and have been taking for many years, to deliver the highest quality service and protect the integrity of your data on a day-to-day basis. To date, we have been highly effective in doing just that, and are fully compliant with current industry regulations. Regulators, as well as our own internal policies, however, keep us from disclosing the specifics about our internal audits and confidential information security processes.

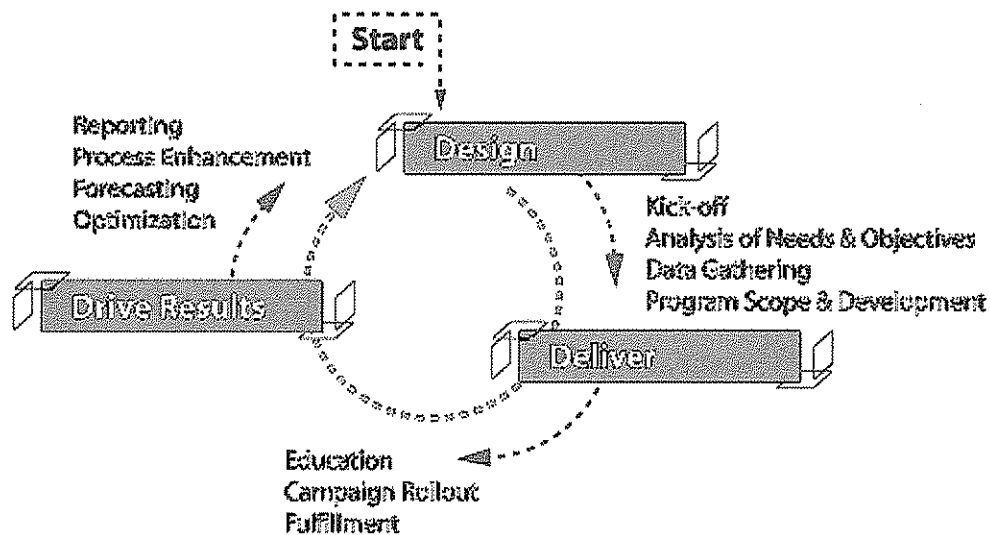
Market-Proven Implementation Methodology

Based on our extensive experience in delivering payment solutions to industry-leading organizations, our implementation methodology consists of the following 3-phased approach:

Phase 1: Design Phase 2: Deliver Phase 3: Drive Results

Each phase has clearly defined objectives and includes specific steps for achieving those objectives. Throughout our partnership, we will take a consultative approach and work closely to understand your needs and objectives; develop metrics for tracking results; establish channels and communications for the regular reporting of program performance; and provide analysis and optimization strategies that drive results.

The following diagram illustrates the key phases and associated activities of this proven implementation methodology.





Prepaid Client Services Team

Our prepaid Client Services team will support WORKFORCE West Virginia for the Debit Card program. This team is solely focused on Citi's industry-leading prepaid solutions and has experience launching over 1,400 large-scale prepaid programs. As such the team is trained on the nuances of prepaid program implementations and ongoing support. This team will perform the following activities:

- Coordinate all activities to successfully communicate and implement your program on time
 - Serve as your primary day-to-day contact
 - Work closely with you to continually assess and optimize service
 - Take ownership of issues and coordinate resolution
 - Generate service improvement ideas
 - Develop an annual strategic market plan
-



Citi's Pricing Proposal

Debit Card Services			
Type of Service	Estimated Quantities*	Claimant's Unit Fee	Claimant's Total
Setup Fee	10,000	\$ 0.00	\$ 0.00
Monthly Account Services	10,000	\$ 0.00	\$ 0.00
ATM Withdrawal			
Minimum 2 free ATM withdrawal transactions per month	10,000	\$ 0.00	\$ 0.00
Additional ATM withdrawals per month	10,600	\$ 1.25	\$ 13,250.00
ATM transactions performed outside of the U.S.	100	\$ 3.00	\$ 300.00
ATM withdrawal at non affiliated ATM	100	\$ 0.00 (no additional fee above the "free ATM" or "Additional ATM withdrawal" fees above)	\$ 0.00
Balance Inquiry			
Telephone balance inquiries through toll-free IVR	10,000	\$ 0.00	\$ 0.00
Web balance inquiries	10,000	\$ 0.00	\$ 0.00
ATM balance inquiries	10,000	\$ 0.00	\$ 0.00
ATM balance inquiries at non affiliated ATM	10,000	\$ 0.00	\$ 0.00
Account Overdraft	1,000	\$ 0.00	\$ 0.00
Denial for insufficient funds	1,000	\$ 0.00	\$ 0.00
Account inactivity beginning 12 months after last account activity	1,000	\$ 1.50	\$ 1,500.00
Card Issuance Services			
Card deactivation	1,000	\$ 0.00	\$ 0.00
Card reactivation	1,000	\$ 0.00	\$ 0.00
Expired card replacement	1,000	\$ 0.00	\$ 0.00
Additional card issuance	1,000	\$ 0.00	\$ 0.00
One card replacement requested by cardholder	1,000	\$ 0.00	\$ 0.00
Additional card replacements requested by cardholders	1,000	\$ 5.00	\$ 5,000.00
Web account services	10,000	\$ 0.00	\$ 0.00
Cardholder contact to customer service	10,000	\$ 0.00	\$ 0.00
Change of PIN	1,000	\$ 0.00	\$ 0.00
Account transaction research	1,000	\$ 0.00	\$ 0.00
Point of sale (POS)	10,000	\$ 0.00	\$ 0.00
Conversion of foreign currency	100	1.5%	\$ 1.50
Overnight delivery services requested by cardholder	100	\$ 12.95	\$ 1,295.00
Monthly Operating Fee	100	\$ -	\$ -
Sub-Total from Page 1			\$ 21,346.50



<i>Debit Card Services</i>			
Type of Service Fee	Estimated Quantities	Claimant's Unit Fee	Claimant's Total
ACH Origination and Routing			
ACH Monthly Maintenance	10,000	\$ 0.00	\$ 0.00
ACH Credits Originated	10,000	\$ 0.00	\$ 0.00
ACH Debits Originated	10,000	\$ 0.00	\$ 0.00
ACH Transmission	10,000	\$ 0.00	\$ 0.00
ACH Return	10,000	\$ 0.00	\$ 0.00
ACH Notification of Change	10,000	\$ 0.00	\$ 0.00
ACH Implementation			
ACH Debit Blocking Maintenance	1,000	\$ 0.00	\$ 0.00
DDA Account Maintenance	1,000	\$ 0.00	\$ 0.00
Credits/Debits Posted	1,000	\$ 0.00	\$ 0.00
Miscellaneous Depository Items	1,000	\$ 0.00	\$ 0.00
Balance Reporting Maintenance	1,000	\$ 0.00	\$ 0.00
Balance Reporting Accounts	1,000	\$ 0.00	\$ 0.00
Balance Reporting Items	1,000	\$ 0.00	\$ 0.00
Sub-total from Page 2			\$ 0.00
Sub-total from Page 1			\$ 21,346.50
Grand Total			\$ 21,346.50