



West Virginia Purchasing Division

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

- General Information**
- Contact
- Default Values
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- Document Information

Procurement Folder: 28115

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0323

Vendor ID: 000000172239

SO Doc ID: WWV150000007

Legal Name: US BANK NA

Published Date: 10/22/14

Alias/DBA:

Close Date: 10/28/14

Total Bid: \$120,187.95

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Response Time: 10:36

Solicitation Description: Addendum #2: To provide answers to submitted questions.

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washinton Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State Of West Virginia
 Solicitation Response**

Proc Folder : 28115

Solicitation Description : Addendum #2: To provide answers to submitted questions.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2014-10-28 13:30:00	SR 0323 ESR10281400000000743	1

VENDOR
000000172239 US BANK NA

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Per draft for benefit accounts as listed in Section 3.1.1.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price per draft presented, edited, and paid for six benefit accounts as listed in section 3.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Stop payment per draft for benefit accts. as listed in 3.1.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price for stop payment per draft per for benefit accounts as listed in section 3.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Daily Balance/ Reporting online for benefit accounts				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price for daily balance/reporting on-line per draft for accounts listed in section 3.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Daily Reconciliation & exception report for benefit accounts				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price for daily reconciliation and exception report per draft for accounts as listed in section 3.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Check-Imaging to CD ROM for benefit accounts listed in 3.1.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price for check imaging to CD ROM per draft for benefit accounts listed in section 3.1.1.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Earning Credit for benefit accounts as listed in 3.1.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative earnings credit per draft for accounts listed in 3.1.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Per draft for Clearing Accounts as listed in 3.1.3				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative price for clearing accounts as listed in 3.1.3 per draft presented, edited, and paid per month.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Price per deposit for clearing account A as listed in 3.1.3				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Price per deposit per file associated with CCD+ addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis. Price should be based on file per month. Section 3.1.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Price per CCD+ addendum for Clearing Account A 3.1.3.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Price per CCD+ addendum file accepted from TPA's files and deposits in Clearing Account A to be received on a quarterly basis . Price should be based on file per month. Section 3.1.3.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Price per CCD+ file for Clearing Account 3.1.3.1				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Price per CCD+ addendum file from TPA's balanced to deposit, and information transmitted to WorkForce WV. Files and deposits in Clearing Account A to be received on a quarterly basis. Price should be based on file per month. Section 3.1.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Price for draft for ACH debits and debit blocks 3.1.4				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Price per draft for ACH debits and debit block as shown in 3.1.4.10

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Monthly price for authorized ACH Company ID				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Monthly price per Authorized ACH Company ID per month as described in 3.1.4.5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Monthly price for ACH Debits Received				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Monthly price for ACH Debits received Section 3.1.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Daily Balance/reporting o-line for clearing accounts 3.1.3				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Per draft price for daily balance/reporting on line for clearing accounts - Section 3.1.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Earning Credit per draft for Clearing Accounts 3.1.3				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative earnings credit per draft for clearing accounts listed in 3.1.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Clearing account total after earnings credit rate reduction				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Accumulative total for Clearing Accounts 3.1.3 after Earnings Credit Rate Reduction (line 9 minus line 10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	FDIC deposit insurance for benefit and clearing accounts				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : FDIC Depositi Insurance Fund (DIF)Subject to change pursuant to prevailing current published rate. Financial Institution's rate per \$1000 average ledger balance multiplied by 3,800=average monthly cost of \$ divided by an average of 15,750 drafts per month. Section 3.1.7.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Earning Credits for both Benefit and Clearing Accounts				\$0.00

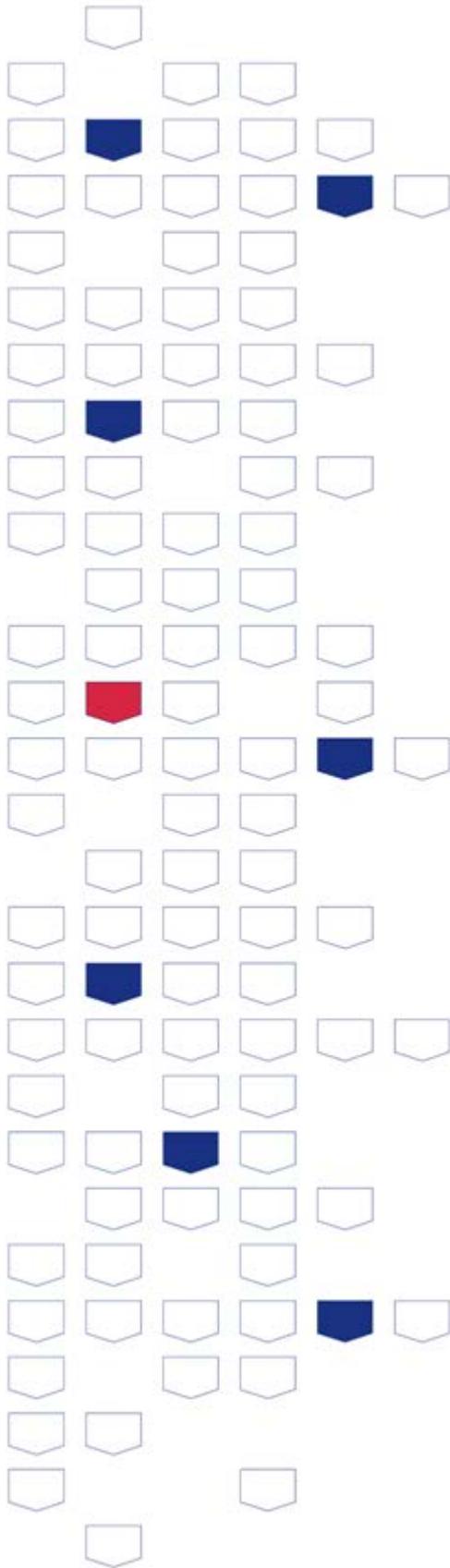
Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Earnings credit per draft for both benefit and clearing accounts 3.1.7.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Estimated Earnings Credit Reduction per draft				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description : Estimated earnings credit will reduce per draft cost to what cost per draft on monthly average balances and prevailing earnings credit rate.



PROPOSAL
PRESENTED TO



October 28, 2014

Tim Rieder
Vice President
Relationship Manager
614-232-2081
tim.rieder@usbank.com

Kevin Grothouse
Vice President
Treasury Management Consultant
513-632-4496
kevin.grothouse@usbank.com

Confidentiality Agreement

This proposal may contain certain nonpublic information about U.S. Bancorp and its subsidiaries and affiliates that we deem proprietary and confidential. By accepting these materials, you agree to use this information only to evaluate the proposal and to hold this material in confidence, sharing it only with your employees and advisors on a need-to-know basis.

By your acceptance of these materials, you also acknowledge that U.S. Bancorp is not committing to extend credit or render services to you or any other person.

For purposes of this proposal, we may have relied upon financial information provided to U.S. Bancorp by your authorized representatives or officers. You agree that U.S. Bancorp is not responsible for the completeness or accuracy of such information. This proposal has been prepared for discussion purposes only and may not be relied upon by any third party.



October 28, 2014

Beth Collins
WorkForce West Virginia
2019 Washington Street East
Charleston, WV 25305

Dear Beth,

WorkForce West Virginia (WFWV) can rely on U.S. Bank for excellence in banking services. Together, WFWV and U.S. Bank will work to improve your overall financial operations with the services described in response to your Request for Proposal for Banking Services for benefit distribution. The enclosed response addresses the RFP in its entirety and demonstrates an ideal solution to your stated needs. Our proposal demonstrates a logical, balanced choice.

We offer WFWV a combination of partnering with one of the nation's most respected and strongest performing banks, unmatched corporate banking expertise, cutting-edge technology and personal service. The relationship management team will be led by Relationship Manager Tim Rieder. In addition, he will be joined by Treasury Management Consultant Kevin Grothouse as well as a team of banking and payment experts. Together, they are dedicated to exceeding your service expectations.

In our response, you will find a clear understanding of and capacity to handle your needs and requirements.

- U.S. Bank understands and has brought ideas and helped support WFWV's desire and action to migrate many of its operations to more efficient and automated means.
- U.S. Bank understands and has the experience of working with many other similar state workforce agencies throughout the country.
- U.S. Bank understands the contract duration and has taken this into account from a pricing perspective.

The choice to partner with U.S. Bank means you benefit from our stability. As the fifth largest commercial bank in the nation, U.S. Bank's financial position remains strong due to our prudent business posture, our strategic business decisions and effective leadership. U.S. Bank's conservative approach has resulted in ratings as one of the strongest, safest, most secure banks in the world.

As you consider the many benefits of trusting your banking services to U.S. Bank, please feel free to contact me at 614-232-2081 to discuss the attached proposal. We look forward to further discussions

Sincerely,

Tim Rieder
Vice President
Relationship Manager

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Exhibits

- Exhibit 1 – Signed RFP Forms
- Exhibit 2 – Attachment C (U.S. Bank Pricing)

Executive Summary

WorkForce West Virginia (WFWV) can minimize banking costs and improve operational efficiency by enlisting the services of U.S. Bank. Your U.S. Bank team is ready to solidify our long-term commitment to West Virginia. U.S. Bank can meet all of the requirements outlined in your Request for Proposal. Consider why we are your best option.

Understanding Your Needs

WFWV needs a provider of comprehensive banking solutions with bench strength in both treasury services and with large governments. WFWV can leverage U.S. Bank's experience and understanding of a State's operational complexities and challenges.

Your U.S. Bank relationship team is a small group of dedicated bankers, working to anticipate, coordinate and understand your operational needs. Our obligation as your provider is to help you discover the most fiscally responsible, technically appropriate and most sensible solutions. As an ongoing part of our partnership, WFWV and your U.S. Bank team will examine all of your functions to optimize resources and technology.

Meeting Your Goals

WFWV wants to execute financial processes faster and better. So does U.S. Bank. We continue to develop a wide range of products and integrated delivery systems as our customers accept, adopt and anticipate more and more emerging technologies.

Consider the benefits of the U.S. Bank solution. As the fifth largest originator and receiver of ACH transactions in the United States (2013), U.S. Bank offers WFWV efficient Automated Clearing House (ACH) services and additional means to eliminate paper checks.

- Enhance your security—Further strengthen your fraud protection with optional ACH services that allow you to control access to your account by setting specific criteria for debits and credits through block, filter and ACH Positive Pay services that ensure only authorized ACH transactions will post.
- Protect account identify—Universal Payment Identification Code (UPIC), a unique account number allows ACH credit transactions to post to a designated U.S. Bank account while blocking ACH debits from your account. Share your UPIC with business partners while keeping your account safe.
- Comprehensive reporting solutions facilitate settlement—Reconcile your accounts quickly and efficiently with comprehensive ACH account activity information available via U.S. Bank SinglePoint.

WFWV can also realize savings in time, dollars and resources by engaging our specialists in a highly consultative dialogue to optimize WFWV's working capital – at no cost to WFWV. The implementation of payroll banking services affords the opportunity to take a deep dive into your entire receivables and payables processes.

Your U.S. Bank team stands ready to examine WFWV's operations in a manner that facilitates more automation into daily processes, which is an important goal of the RFP process. This collaborative approach will include attainable transition steps to acclimate WFWV associates to new functions. In addition, we are committed to examining current processes and assisting WFWV in identifying operational changes that can result in the biggest efficiency gains. We will work with you to prioritize tactics to achieve the greatest improvements in process.

Superior Team Support with Experience Serving the Public

The continuity and tenure of your U.S. Bank team is remarkable. Your relationship team, led by Tim Rieder, demonstrates U.S. Bank's breadth and depth of experience WFWV will encounter in daily interactions with us. Kevin Grothouse serves as your Treasury Management Consultant. This group exemplifies the foundation of our relationship based service model – All of us serving you. Those team members dedicated to serving WFWV



include Karen Bigelow, Government Banking Group Manager, whose background, perspective and understanding in government operations bring invaluable insight to meeting your needs.

WFWV will appreciate U.S. Bank's expertise with government entities. Your relationship will always be served by U.S. Bank's Government Banking division. The Government Banking division is comprised of over 100 individuals with considerable banking knowledge with an average tenure of more than 18 years in banking, many of whom have public service experience. Extensive work in partnership with organizations of all shapes and sizes gives us a unique perspective in meeting the needs of the public sector. Not only do we specialize in banking government entities, but we also boast a team of bankers with previous experience working for and within a variety of state and municipal offices. This diverse expertise showcases U.S. Bank's understanding of a government's detailed and specific requirements, like yours, and how much they differ from those of the private sector. Expect ongoing consultation from us as best practices emerge, regulations or statutes change, or other factors evolve that may affect your banking services.

Excellence in Service and Implementation Resources

WFWV can rely on U.S. Bank's commitment to a superior customer experience. You can have complete confidence in U.S. Bank's transition process. Your implementation is executed against a detailed plan and managed in tandem with WFWV. Your Treasury Management Consultant Kevin Grothouse initiates the implementation effort. He will also enlist the support of a dedicated, experienced Implementation Coordinator dedicated to serving government clients. This transition professional will work to effect a smooth transition of services and will partner with relevant product lines and support teams toward a successful end state. After working with you to identify specific requirements, the team helps guide each assigned task to completion and confirms that each component of your plan functions with efficiency and accuracy.

Subsequent to a successful implementation, State associates will work with the full force of U.S. Bank customer service groups. Among the 12 Greenwich Associates Middle Market awards, U.S. Bank was named 2013 Greenwich Associates Excellence Award Winner in Customer Service. Your dedicated Commercial Customer Service team at U.S. Bank is highly skilled and extensively trained. Your service staff responds to both routine and complex inquiries through online access to the Bank's systems and product databases.

Incomparable Stability and Community Commitment

Finally, as WFWV examines the enclosed offer in detail, consider the strength and dedication that position U.S. Bank to deliver the proposed banking services. Your choice to work with U.S. Bank is a good one. We are not distracted. As the highest rated, most stable commercial bank in the country, WFWV benefits greatly from our ability to focus on perfecting financial functions for our clients. U.S. Bank's business model, operating philosophy and financial strength allow us to allocate significant resources, both in dollars and technology, toward the enhancement and development of products and services.

WFWV can also count U.S. Bank's ongoing effort to be a good neighbor, an involved civic citizen and a caring public partner through financial support and employee volunteerism. U.S. Bank remains actively engaged in developing, strengthening and energizing our communities. Individually and together, we live our brand, "All of us serving you." U.S. Bank makes significant investments, loans and cash grants that help develop communities. Our commitment here remains unchanged— we will improve the communities where we live and work.

Choose U.S. Bank

WFWV of West Virginia will partner with the financial institution most capable of providing the highest level of service at the lowest cost to WFWV. U.S. Bank's proposal delivers on that objective by offering minimized bank costs and a path to improved operational efficiency. We are confident you will find our focus on your long-term success unmatched and look forward to an expanded partnership.

3. General Requirements

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 The financial institution must provide WFWV with the following benefit accounts.

3.1.1.1 Unemployment Compensation Payment Account to be used to pay Unemployment Benefits to claimants.

3.1.1.2 Trade Readjustment Act Account used to pay claimants that are affected by Foreign Competition.

3.1.1.3 Disaster Unemployment Act account used to pay claimants that are unemployed due to a type of disaster (i.e., Business was flooded).

3.1.1.4 Special Account used to pay for court costs for appeals and other costs not associated with benefit payments. Funding for this account comes from a transfer from the Unemployment Compensation Clearing Account A.

3.1.1.5 Trade Adjustment Assistance Act account to pay participants registered in the training program.

3.1.1.6 Alternate Trade Adjustment Assistance account to pay participants registered in the Trade Adjustment Assistance program who are over the age of 55.

U.S. Bank understands the aforementioned account requirements and will provide WFWV with the necessary types and number of benefit accounts.

3.1.2 The financial institution must provide WFWV with the following services for the benefits accounts shown in 3.1.1.

3.1.2.1 The financial institution must provide WFWV with online access to all accounts. WFWV must have the ability to view account balances and account activity, transfer funds between accounts, issue stop payments, and receive ACH payments.

U.S. Bank will provide WFWV with access to SinglePoint, our secure, Web-based online treasury management portal, to conduct all necessary treasury management activities, including but not limited to account monitoring, funds transfer, issuance of stop payments and reception of ACH payments.

3.1.2.2 WFWV will send a report electronically by 8 PM EST containing all checks written against the account on a daily basis. On a daily basis, the financial institution must provide WFWV a report listing, if any, exceptions of checks that do not match the electronic file. The report should be submitted to WFWV by 11 AM EST on a daily basis. WFWV will respond to any exceptions by 12 PM EST, or within one hour of receipt of the exception report, the "default" will be to honor those exceptions. WFWV reserves the right to change the "default" at any time. The financial institution must pay all benefit checks written on WFWV's accounts when

presented for payment unless there are exceptions that deemed to be invalid after investigation.

We will provide a listing and report of checks written by 8:00 a.m. ET. In addition, we will provide a check exception report by 11:00 a.m. ET.

U.S. Bank SinglePoint® Positive Pay – Same Day service allows WFWV to review any exceptions within the current day’s checks before they are posted and provides the opportunity to return items and request adjustments so that checks post correctly. WFWV can view its Controlled Disbursement clearings from U.S. Bank’s SinglePoint Information Reporting Current Day Controlled Disbursement/Draft Summary and/or Detail Reporting and SinglePoint Information Reporting list pages. The reports can also be exported in BAI2 or CSV format.

WFWV sets the default when its Positive Pay service is activated. Default options include “return all” or “pay all” Or “Defer all” for Same Day Positive Pay. WFWV can change its default at an account level using SinglePoint Positive Pay.

3.1.2.3 The financial institution must on a monthly basis provide separate electronic transmittals of the monthly check reconciliation data for each account. Specifications on the transmittal content must be provided to the financial institution by the WFWV prior to delivery. The checks shall be listed in groups of one hundred items with the subtotals as well as a grand total at the end of the listing. Also the financial institution must provide on-line access of the imaged copies of all checks cleared or via CD Rom if on-line access is not available. All items required by this paragraph must be provided by no later than the ninth calendar day of the month said checks are paid. The Management Information Systems (MIS) Division reserves the right to accept or reject electronic transmittals provided by the financial institution. Transmittals rejected will be returned to the Bank with problems identified and the financial institution will have five (5) calendar days to provide a corrected file.

U.S. Bank will provide monthly account reconciliation reports – by the ninth of the month – to WFWV containing pertinent reconciliation data. Reports are available within SinglePoint in BAI2 and Comma Separated Value (CSV) formats.

U.S. Bank offers online access to check images, including the three options below.

U.S. Bank Product	Description
SinglePoint Image Access	SinglePoint is an Internet-based treasury management suite of online services that includes image search and retrieval. Customers can view, save and print paid check images, deposit tickets, deposited checks, paper debit and credit memos, returned deposited items, returned re-deposited items and advices. Images are accessible from a number of different services within SinglePoint and are available for seven years from process date.

SinglePoint Image File Delivery	U.S. Bank SinglePoint Image File Delivery provides a transmission of images and associated index information on a daily, weekly, monthly or custom calendar basis using standard Internet-based File Transfer Protocol (FTP) methods. We can also provide a transmission file of historical images that posted up to 7 years before the request date. (Maximum of one month per file request). The images can then be imported into the customer's own image archive.
Image Archive CD-ROM	Image Archive is a CD-ROM-based long-term storage and retrieval service for end-of-cycle images of paid checks (post-statement cut-off). Image Archive includes viewing software to search, view, manipulate and print clear, crisp images from a PC. All Image Archive CD-ROMs are encrypted for protection of customer data.

Additionally, U.S. Bank's image products do not index by miscellaneous value. The standard index fields on U.S. Bank's CD-ROM product and SinglePoint are:

- Account number
- Date
- Check serial number
- Dollar amount
- Sequence number

3.1.2.4 The financial institution is not required to sort in numeric order and deliver to WFWV all checks paid on each account. Checks, instead, will be destroyed after 45 calendar days.

U.S. Bank will destroy all checks after 45 days.

3.1.2.5 The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The reserve requirement will be furnished to WFWV by the financial institution and will be subject to verifications by WFWV. The earnings rate will be determined by the Bank. WFWV plans to keep a minimum balance in all accounts.

U.S. Bank will provide WFWV with a monthly account analysis statement as well as the reserve requirement and earnings rate.

3.1.2.6 At the conclusion of each month, the financial institution must provide to WFWV the information necessary to complete form 84-13, attached hereto as "Attachment A", and will compare the compensable service charges (Expense Analysis) with the Bank's total interest earnings (income Analysis). On the basis of the review, the financial institution will submit an invoice for the difference of Expense over Income. The only service charges allowable in any resulting contract shall be the charges quoted in the attached Bid Evaluation Page.

U.S. Bank understands and acknowledges the service charge requirements above.

3.1.2.7 The financial institution must allow WFWV the right to open up to four (4) additional accounts in the event that the Department of Labor would start a new program that necessitates segregating funds in separate outside bank accounts.

U.S. Bank can accommodate the opening of up to four additional accounts if necessary.

3.1.3 The financial institution must provide WFWV with the following clearing accounts.

3.1.3.1 Clearing Account A - Funds flowing in this account will be the employer contributions to the unemployment compensation system and checks will be written for employer refunds.

3.1.3.2 Clearing Account B - This special clearing account will be established for the same-day processing of federal monies. No checks will be written on this account.

U.S. Bank will provide WFWV with the aforementioned clearing accounts.

3.1.4 The financial institution must provide WFWV with the following services for clearing accounts listed in 3.1.3.

3.1.4.1 The financial institution will be responsible for picking up and accepting all regular deposit checks on a daily basis from WFWV at 112 California Avenue, Charleston, WV by 3:00 PM EST.

U.S. Bank will work with our cash vault partner (Brinks) to arrange and ensure daily deposit pick-up and acceptance at the Charleston location.

3.1.4.2 The financial institution will credit WFWV for all deposits on the Bank's ledger on the same day that the deposit is delivered.

U.S. Bank will credit WFWV for all deposits the same day.

3.1.4.3 The financial institution, by 10:30 AM EST on the day following the deposit pick-up, will; (1) process the deposit checks through the proof WFWV and sort such deposit checks by zero-, one-, and two-day clearing times; and (2) provide WFWV with the collected balance, upon request. The financial institution will send an email each morning to WFWV of the total cash balance on hand to the Assistant Director of FAM, Accounting Section and his designee(s) for all benefit and clearing accounts. WFWV will be responsible for determining the amount of transfer to the

trust funds from the Clearing Account A. Said transfer will be made in increments of one hundred dollars.

As promulgated by the State Code, 21A-8-5 which states Clearing Account: upon the receipt of payments and other moneys payable into clearing account fund under this chapter, shall immediately be deposited in the clearing account.
<http://www.legis.state.wv.us/wvcode/Code.cfm?chap=21a&art=8#08>

U.S. Bank will process and sort deposit checks by 10:30 a.m. ET and will also provide the collected balance upon request. We will also provide notification to WFWV of the total cash balance on hand for all accounts in order to facilitate the appropriate transfers.

3.1.4.4 The financial institution will debit or credit to the account any insufficient funds checks and deposit errors, and will return items with associated debit and credit slips to WFWV by messenger by 3:00 PM EST each day.

U.S. Bank will debit or credit accounts based on insufficient funds or deposit errors and will return items by 3:00 p.m. ET daily.

3.1.4.5 The financial institution must receive and accept ACH Credit electronic payments from employers and Third Party Administrators (TPAs) for employer contributions and deposit the funds into the Clearing Account A. The financial institution must accept addendum records in NACHA CCD+ format from the TPAs, balance settlement totals daily against deposits posted to the account per NACHA Operating Rules, and provide the information embedded in the addendum records to WFWV, electronically, via a secure FTP site. Information such as employer, employer ID number, amount of payment and quarter/year the payment applies to, etc. The financial institution may be required to adjust procedures to conform to technical requirements. The financial institution must identify the TPA and deposit amount on the daily e-mail to WFWV.

U.S. Bank will receive and accept ACH payments into Clearing Account A in CCD+ format. We will also balance totals for the account and provide details electronically via secure FTP. We will cooperate with WFWV as necessary to ensure all technical requirements are met.

3.1.4.6 The financial institution must provide WFWV with online access to all clearing accounts. WFWV must have the ability to view account balances, daily deposits, and account activity, to transfer funds between accounts, and receive ACH payments.

As previously mentioned, WFWV will have online account access via SinglePoint.

3.1.4.7 The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The earnings rate will be determined by the Bank. WFWV will keep minimum balances in all accounts.

As previously mentioned, U.S. Bank will provide WFWV with a monthly account analysis statement and earnings rate.

3.1.4.8 Each month the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form 84-14 for Clearing Account A. Said form is attached hereto as "Attachment B" to demonstrate the information required. The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. The financial institution will compare the compensable service charge (expense Analysis) with the financial institution's total interest earnings (income Analysis). On the basis of this review, the financial institution will submit an invoice for the difference of Expenses over Income. The only service charges allowable shall be the charge quoted in the attached Bid Pricing Page, (Attachment C).

U.S. Bank will meet the aforementioned requirement.

3.1.4.9 The financial must only charge a single fee for ACH credits, which includes the associated addenda records. Therefore, an ACH credit with one addenda record would be charged the same fee as an ACH credit with multiple addenda records. The financial institution will also charge for the delivery of the NACHA CCD+ formatted file containing ACH credit transactions and the associated addenda record (s).

U.S. Bank will meet the aforementioned requirement.

3.1.4.10 The financial institution must not charge for ACH items originating from the WV Treasurer, identified as Company ID 1556000814.

U.S. Bank will meet the aforementioned requirement.

3.1.4.11 The financial institution will charge a fee for ACH debits and debit blocks.

U.S. Bank will meet the aforementioned requirement.

3.1.4.12 The financial institution shall agree that the highest daily ledger balance or the highest daily deposit, whichever is greater, in all accounts less the federally insured amount of \$250,000.00 or the current prevailing amount or the corresponding month of the preceding year will be collateralized so that such amount is never greater than 90% of the market value of collateralization. The collateral shall be equal to the sum of all account balances for WFWV. The determination of the initial collateralization will be a function of the daily ledger balance or the highest deposit; whichever is greater, for the corresponding month of the preceding year. According to West Virginia State Code SA-3-4(8 <http://wwwlegis.state.wv.us/WVCODE/Code.cfm> the financial institution agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide collateral requirements. This clause shall in no way be considered exclusive and shall not limit the State or WFWV's right to pursue any other additional remedy to which the State or WFWV may have legal cause for action including further damages against the financial institution. The Executive Director may waive this assessment if, in his judgment, circumstances beyond the control of the financial institution caused the collateral deficiency. Any such circumstances must be documented in writing and submitted to the Executive Director for consideration.

U.S. Bank will meet the aforementioned requirement.

3.1.4.13 Withdrawal or substitution of any collateral pledges as security may be permitted with the approval of the West Virginia State Treasurer. Chapter 12, Article 1, Section 4 of the West Virginia code states, "All pledge securities must be delivered to the safekeeping agent designated by the State Treasurer Office.

U.S. Bank will meet the aforementioned requirement.

3.1.4.14 Acceptable forms of collateral must be in accordance with those provided in the Collateral Policy and Procedures Manual of 2009 as provided by the Office of the West Virginia State Treasurer.

U.S. Bank will meet the aforementioned requirement.

3.1.4.15 The financial institution must have the capability of receiving and transmitting monies by wire. Said monies received by the financial institution will be considered immediately collectable and available for transfer.

U.S. Bank will meet the aforementioned requirement.

3.1.5 The financial institution must provide WFWV with data transmission solutions that meet WFWV's requirements which do the following.

3.1.5.1 Data File Transmittal - provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.

U.S. Bank will provide secure communication protocols for data and report transfers between U.S. Bank and WFWV. For SinglePoint, U.S. Bank hosts the secure Internet connection; thus, no communication protocol is involved. For direct transmission of files, such as ACH or ARP, the Bank supports a wide range of protocols, including:

- Internet Protocols
 - SFTP (SSH) – Secure File Transfer Protocol
 - FTP – Secure Command Line File Transfer Protocol
 - HTTPS – Secure Hypertext Transfer Protocol
 - FTPS (SSL) – File Transfer Protocol Secure
 - VPN
- Internet or Direct Connection
 - Applicability Statement 2 (AS2)
 - VAN – Value Added Network
- Non-Internet Protocols
 - Dedicated Line

3.1.5.2 Security Design and Safeguard Features - Include design features that safeguard against fraud, abuse, and waste.

U.S. Bank has employed a variety of fraud prevention measures across our array of banking services, including fraud mechanisms within each of our specific services such as wire transfers, ACH, controlled disbursement and the like.

SinglePoint protects account information with the most current and proven technology available, including:

- Two-way 128-bit encryption
- SSLv3
- Individual client IDs, passwords and digital signatures
- VeriSign time based tokens are required for users to access payment services (ACH and Wire Transfer). Tokens are pre-programmed to produce a new numerical code every 60 seconds. One token is assigned to each user at your site.
- By default, all SinglePoint entitlements must be approved by a second system administrator. WFWV must complete additional paperwork to waive the dual approval requirement.

SinglePoint also uses a tool called Passive Monitoring which detects anomalies in web traffic between user PCs and the bank application. These anomalies include user PC viruses. Once detected, the bank contacts

users to communicate the detection of viruses that were identified including corrective measures to “clean” user PCs.

3.1.5.3 Right of Privacy of Clients - Protect the right of privacy of all WFWV clients.

U.S. Bank values the trust placed in us by our customers and is committed to maintaining that trust by preserving the confidentiality of customer financial information in accordance with applicable law. U.S. Bank is committed to compliance with its Consumer Privacy Pledge and with the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA) and other legal requirements relating to privacy, protection, and disclosure of consumer customer information. The U.S. Bank Privacy Policy establishes U.S. Bank’s policies for the disclosure of nonpublic personal information. It discusses the types of customer information that may be disclosed and the circumstances under which it may be disclosed. U.S. Bank Enterprise Risk Management can be engaged through your U.S. Bank business line contact to obtain a copy of the U.S. Bank Privacy Policy.

3.1.5.4 Use of Tested State-of-the-Art Techniques - Use tried and state-of-the-art techniques as opposed to untested technology that may or may not be successful.

U.S. Bank uses tried and tested technology and processes throughout its various banking services in order to ensure the highest level of quality and service.

3.1.5.5 The financial institution will receive a daily file Sunday through Friday from WFWV of checks written and checks voided that day. This file will electronically transmitted to the bank Record layout below:

Record Code	X (1)
"C" for checks written	
"V" for checks voided	
Account number	9 (10)
Check number	9 (10)
Check	9 (8) V99

This file will be used by the financial institution to supply a daily reconciliation for WFWV. It will also be to insure that no fraudulent checks are cleared.

Monthly check reconciliation transmittal:

Field	Data Type	Size
Check number	Numeric	7
Amount	Numeric	8.2 (000000000.00)
Clear Date	Numeric	8

U.S. Bank is able to accommodate the file transmittal layout mentioned above.

3.1.6 The successful vendor will be totally responsible for implementation and the transition from the current banking system. This section details specifics of the tasks involved.

3.1.6.1 The vendor will perform a walk-through immediately after the bid is awarded and will identify, in writing, necessary changes to WFWV's current banking operations.

3.1.6.2 The vendor will provide one time on-site training at 112 California Avenue for a maximum of twenty (20) people on the usage of required on-line.

3.1.6.3 WFWV will be responsible for making networking changes deemed necessary and agreed upon by WFWV.

3.1.6.4 WFWV will name a project manager who will be responsible for assembling WFWV project team and will be the focal point for all project issues.

3.1.6.5 The vendor will provide a dedicated Account Relationship Manager who must be located in Charleston, WV and have at least one (1) year of experience in both deposit processing and cash management. Proof of experience must be submitted prior to award.

U.S. Bank will meet all of the aforementioned implementation-related requirements, including training, cooperating with WFWV personnel regarding necessary changes and a dedicated and experienced Relationship Manager.

3.1.7 The vendor will be responsible for testing all aspects of the new banking system prior to implementation. All test results will be documented in writing by the financial institution and will be verified and accepted by WFWV.

3.1.7.1 Testing will minimally consist of the following:

- 1. Transmission of electronic files to and from the vendor and WFWV.**
- 2. Online activities to test transactions.**
- 3. Connectivity tests (i.e. password access, data lines, etc.)**

3.1.7.2 Test results will be documented in writing, presented to WFWV for review and subject to their written approval.

- 3.1.7.3 The vendor must provide service coverage during the hours of 9:00 AM to 5:00 PM EST Monday through Friday.**
- 3.1.7.4 The vendor must provide two (2) hour call back during regular business hours of 9:00 AM-5:00 PM EST.**
- 3.1.7.5 The vendor must establish a primary operating facility at a single site through use of existing facilities, expansion of facilities or acquisition of a new facility.**
- 3.1.7.6 Unless herein specifically provided otherwise, the vendor must ensure that all required monthly reports must be received by WFWV by the 15th day of the month subsequent of the reporting period. For example, a report for the month of February must be received by WFWV by March 15th. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.**

U.S. Bank will meet all of the aforementioned system testing, customer service and support, reporting and operational-related requirements.

3.1.8 The vendor must provide the following mandatory requirements.

- 3.1.8.1 The Federal Deposit Insurance Corporation (FDIC) must insure the financial institution. Proof of deposit insurance must be provided with bid submission.**

U.S. Bank is insured by the FDIC.

- 3.1.8.2 The financial institution shall implement any FDIC Depositors Insurance Fund fee at the prevailing current bank published rate and charge through monthly analysis of qualifying accounts.**

U.S. Bank will meet this requirement.

- 3.1.8.3 The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.**

U.S. Bank is a NACHA member and has receiving capabilities. As the fifth largest origination bank, we were involved with more than 631 million ACH transactions in 2013.

- 3.1.8.4 The financial institution must conform to National Automated Clearing House Association (NACHA) rules.**

As an active member of NACHA, U.S. Bank complies with all banking industry guidelines and regulations.

3.1.8.5 The financial institution must comply with all Federal and State Banking Regulations.

U.S. Bank is a national banking association authorized to do business in all 50 states and, as such, complies with all federal and state banking regulations.

3.1.8.6 The State shall have full and free use of all systems, products, and deliverables supplied by the Purchase Order resulting from this CRFQ.

U.S. Bank understands and acknowledges this requirement.

3.1.8.7 Workforce West Virginia will supply their own check drafts.

U.S. Bank understands and acknowledges this requirement.

3.1.8.8 Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard published monthly rate. For example \$9.1333 per 1000 on average ledger balances.

U.S. Bank understands and acknowledges this requirement.

4. Contract Award

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the financial institution that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

U.S. Bank understands and acknowledges this requirement.

4.2 Pricing Pages: The financial institution should complete the Pricing Pages by providing a total cost per draft multiplied times Est. Quantity per Month multiplied times 12 months per year to reach extended cost which will determine the Grand Total for this CRFQ. The financial institution should complete the Pricing Pages in their entirety as failure to do so may result in their bid being disqualified. (Attachment C)

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

We have provided specific pricing information within Attachment C (Exhibit 2).

8. Miscellaneous

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

U.S. Bank understands and acknowledges this requirement.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

U.S. Bank understands and acknowledges this requirement.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

U.S. Bank understands and acknowledges this requirement.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tim Rieder
Telephone Number: 304-741-8077
Fax Number: 304-741-8076
Email Address: tim.rieder@usbank.com

8.5 The terms "must", "will," ..shall," ..minimum", "maximum" or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the financial institution to meet any of the mandatory specifications shall result in disqualification of the bid.

U.S. Bank understands and acknowledges this requirement.

8.6 Attachments A&B are example only showing what information the successful institution will submit to our agency so that we can be in compliance with reports required by the Department of Labor.

U.S. Bank understands and acknowledges this requirement.

8.7 Costs and charges not specifically identified in the commodity lines of this CRFQ will not be allowed.

U.S. Bank understands and acknowledges this requirement.

Prices quoted are valid for 90 days following Workforce West Virginia receipt, after which they will be subject to change by U.S. Bank. For purposes of this pricing proposal only, once accepted by Workforce West Virginia, U.S. Bank agrees to not change this pricing for one (1) year of when the contract becomes effective. The two (2)-year optional extension of services will allow for a mutual review and negotiation of services, pricing and volumes. Pricing will then again be fixed for the two (2)-year period upon mutual agreement. However, should volumes or quality of work provided by Workforce West Virginia significantly change or regulatory requirements become imposed upon the Bank dramatically changing processes or costs, this pricing agreement may no longer be enforced and will be subject to renegotiation.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

U.S. BANK

(Company)

Tim Rieder - VP

(Authorized Signature) (Representative Name, Title)

304 741-8077 304 741-8076 10/23/14

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

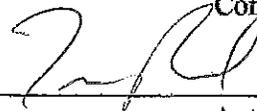
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

U.S. Bank

Company



Authorized Signature

10/23/14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Description	Unit of Measure	Unit Cost	Est Qty Monthly	Month Per Year	Extended Cost
3.1.1 Banking Services for six (6) Benefit Accounts:					
1. Price per draft presented,edited,and paid (estimated at 102,000 per calendar year)	per draft	0.347	8,500	12	35,394.00
2. Stop payment per draft (estimated at 360 per calendar year)	per draft	7.333	30	12	2,639.88
3. Daily Balance/Reporting On-line	per draft	0.023	8,500	12	2,346.00
4. Daily Reconcilement and Exception Report	per draft	0.123	8,500	12	12,546.00
5. Other (Check-Imaging CD ROM)	per draft	0.051	8,500	12	5,202.00
6. Total for Benefit Accounts prior to Earnings Credit Rate reduction. (Add lines 1through 5)	XXXXX	XXXXX	XXXXX	XXXXX	58,127.88
7. Earnings Credit	per draft	0.060	8,500	12	6,120.00
8. Total for Benefit Accounts after Earnings Credit Rate reduction. (Line 6 minus line 7)	XXXXX	XXXXX	XXXXX	XXXXX	52,007.88

3.1.3 Banking Services for two (2) Clearing Accounts:

1. Price per draft presented, edited, and paid (deposits are made on a daily basis estimated to be 87,000 per calendar year)	per draft	0.194	7,250	12	16,878.00
2. Price per Deposit associated with CCD+ addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis estimated to be 6 per quarter/24 per year	per file	65.500	2	12	1,572.00
3. Price per CCD+ addendum file accepted from TPA's Files and deposits in Clearing Account A to be received on a quarterly basis estimated to be 6 per quarter/24 per year	per file	420.000	2	12	10,080.00
4. Price per CCD+ addendum file from TPA's balanced to deposit, and information transmitted to Workforce WV. Files and deposits in Clearing Account A to be received on a quarterly basis estimated to be 6 per quarter/24 per year	per file	309.000	2	12	7,416.00
5. Price per draft for ACH debits and debit blocks.	per draft	0.110	7,250	12	9,570.00
6. Price for Authorized ACH Company ID	monthly	15.000	1	12	180.00
7. Price for ACH Debits Received	monthly	41.660	1	12	499.92
8. Daily Balance/Reporting On-line	per draft	0.022	7,250	12	1,914.00
9. Total for Clearing Accounts prior to Earnings Credit Rate reduction. (Add lines 1through 8)	XXXXX	XXXXX	XXXXX	XXXXX	48,109.92
10. Earnings Credit	per draft	0.090	7,250	12	7,830.00
11. Total for Clearing Accounts after Earnings Credit Rate reduction.(Line 9 minus line 10)	XXXXX	XXXXX	XXXXX	XXXXX	40,279.92

3.1.7.1 Banking Services for Both Benefit and Clearing Accounts:

1. FDIC Deposit Insurance Fund (DIF) (Subject to change pursuant to prevailing current published rate) (Financial Institution's rate per \$1,000 average ledger balance multiplied by 3,800 = average monthly cost of \$ divided by an average of 15,750 drafts per month	per draft	0.000	15,750	12	0.000
2. Earnings Credit	per draft	0	15,750	12	0.000
3.Total for Both Benefit and Clearing Accounts after Earnings Credit Rate reduction. (Line 1 minus line 2)	XXXXX	XXXXX	XXXXX	XXXXX	0.000

GRAND TOTAL					\$ 92,287.80
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Vendor should complete page as: Unit Cost x Estimated Monthly x Month Per Year = Extended Cost

Estimated Earnings Credit will reduce per draft cost to \$_____ per draft based on monthly average balances and prevalling Earnings Credit Rate.

NOTE: WorkForce West Virginia supplies its own check drafts

NOTE: Costs and charges not specifically identified above will not be allowable. The above list contains all items for which the successful vendor will be permitted to charge under any resulting Purchase Order.

FDIC DIF fees will be assessed to qualifying accounts at the standard published monthly rate. (For example: \$9.1333 per 1,000 on average ledger balances)

Attachments A & B are for example only showing what information the successful vendor will submit to our agency so that we can be in compliance with reports required by the Department of Labor.