



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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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
CSE11062

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

SHIP TO

HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
 ROOM 147  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Seash</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

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



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 2019 Washington Street East  
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**Request for Quotation**

RFQ NUMBER:  
 CSE11062

PAGE:  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

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HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
 ROOM 147  
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 CHARLESTON, WV  
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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



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RFQ NUMBER  
**CSE11062**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
 304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

HEALTH AND HUMAN RESOURCES  
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03/10/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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BUSINESS ON 3/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25311  
 FAX: 304-558-4115  
 E-MAIL: ROBERTA.A.WAGNER@WV.GOV

**MANDATORY PRE-BID**

A MANDATORY PRE-BID WILL BE HELD ON 3/21/2011 AT 1:30 PM IN RM B11/21 AT 350 CAPITAL STREET. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.

AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Susok</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FERN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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JPMorgan Chase Bank, N.A.  
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BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesok</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130  PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----RW/FILE 22----- RFQ. NO.:-----CSE11062----- BID OPENING DATE:-----4/7/2011----- BID OPENING TIME:-----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----330-972-1038-----  CONTACT PERSON (PLEASE PRINT CLEARLY): -----George Sesock-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>George F. Sesock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CSE11062 ***** TOTAL: <u>\$6,806,548.09</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
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BID OPENING DATE: **04/21/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO CHANGE THE BID OPENING DATE FROM: 4/7/2011 AT 1:30 P.M. TO 4/21/2011 AT 1:30 PM. 2. TO CHANGE AND CONFIRM THE LIFE OF THE CONTRACT ATTACHED. 3. MANDATORY PRE-BID MEETING SIGN-IN SHEET ATTACHED. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: CSE11062						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1	3/23/11	To change bid opening date and change and confirm the life of the contract.				
NO. 2	.....					
NO. 3	.....					
NO. 4	.....					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**CSE11062**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**804-558-0067**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE


JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

SHIP TO

HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
 ROOM 147  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3703      304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: **04/21/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <div style="text-align: center;">             SIGNATURE            JPMorgan Chase Bank, N.A.            COMPANY            April 15, 2011            DATE         </div> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
CSE11062

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY  
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JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

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HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
 ROOM 147  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR.		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT						
***** THIS IS THE END OF RFQ CSE11062 *****						TOTAL: \$6,806,548.09

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sersak</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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CSE11062

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

SHIP TO

HEALTH AND HUMAN RESOURCES  
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 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/31/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: CSE11062						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 3/23/11 To change bid opening date and change and confirm the life of the contract.						
NO. 2 3/31/11 Questions and Answers						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Serock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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CSE11062

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ROBERTA WAGNER
304-558-0067

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*George F. Sesock*  
 SIGNATURE

JPMorgan Chase Bank, N.A.

COMPANY

April 15, 2011

DATE

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

REV. 09/21/2009

END OF ADDENDUM NO. 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>George F. Sesock</i>	330-972-1762	April 15, 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	13-4994650	

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



State of West Virginia  
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 Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
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**JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828**

**HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
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 25301-3703 304-558-1649**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT						
***** THIS IS THE END OF RFQ CSE11062 *****						TOTAL: <b>\$6,806,548.09</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Susch</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**CSE11062**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

JPMorgan Chase Bank, N.A.  
 50 South Main Street, Floor 02  
 Akron, OH, 44308-1828

**HEALTH AND HUMAN RESOURCES**  
**CHILD SUPPORT ENFORCEMENT**  
**ROOM 147**  
**350 CAPITOL STREET**  
**CHARLESTON, WV**  
**25301-3703 304-558-1649**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 3</b>  1. RESPONSE TO PREVIOUSLY SUBMITTED RESPONSES FROM THE MANDATORY PRE-BID MEETING. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. <b>EXHIBIT 10</b>  <b>REQUISITION NO.: CSE11062</b>  <b>ADDENDUM ACKNOWLEDGEMENT</b>  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  <b>ADDENDUM NO.'S:</b>  NO. 1 ..... 3/23/11 To change bid opening date and change and confirm the life of the contract. NO. 2 ..... 3/31/11 Questions and Answers NO. 3 ..... 4/6/11 Response from the Mandatory Pre-Bid meeting. NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>George F. Serock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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**CSE11062**

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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RFQ COPY  
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JPMorgan Chase Bank, N.A.  
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SUBMIT

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 25301-3703 304-558-1649

DATE PRINTED <b>04/06/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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*George F. Sesock*  
 .....  
 SIGNATURE

JPMorgan Chase Bank, N.A.  
 .....  
 COMPANY

April 15, 2011  
 .....  
 DATE

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

REV. 09/21/2009

END OF ADDENDUM NO. 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesock</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

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JPMorgan Chase Bank, N.A.  
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SHIP TO

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BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

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0001	1	YR		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT						
***** THIS IS THE END OF RFQ CSE11062 *****						TOTAL: \$6,806,548.09

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George F. Sesech</i>	TELEPHONE 330-972-1762	DATE April 15, 2011
TITLE Vice President	FEIN 13-4994650	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Title Page

RFQ Subject: **Child Support Collection, Tracking & Disbursement**

RFQ Number: **CSE11062**

Vendor: **JPMorgan Chase Bank, N.A.**

Vendor's business address: **50 South Main Street, Floor 02  
Akron, OH, 44308-1828**

Telephone number: **(330) 972-1762**

Contact: **George Sesock**

Title: **Vice President**

e-Mail: [george.f.sesock@chase.com](mailto:george.f.sesock@chase.com)

Signature: 

Title: **Vice President**

Date: **April 15, 2011**

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, JPMorgan Chase Bank, N.A.  
of 50 South Main Street Akron, OH 44308-1828, as Principal, and Travelers Casualty and Surety  
Company of America 485 Lexintong Ave. New York, NY, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Connecticut with its principal office in the City of New York, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of One Hundred Thousand & (\$ 100,000.00) for the payment of which,  
well and truly to be made, we jointly and severally <sup>No/100</sup> bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
RFQ Number CSE11062, Child Support Collection, Tracking and Disbursement

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
8th day of April, 2011.

Principal Corporate Seal

JPMorgan Chase Bank, N.A.

\_\_\_\_\_  
(Name of Principal)  
George F. Susach  
(Must be President or Vice President)  
Vice President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of  
America (Name of Surety)

\_\_\_\_\_  
Theresa Giraldo  
Theresa Giraldo, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**

STATE OF NEW YORK  
COUNTY OF NEW YORK

On 4/8/2011 before me, the undersigned, a Notary Public in and for said county, personally appeared Theresa Giraldo who is to me well known, who being duly sworn, did depose and say that he resides in New York, NY that he is Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation, the corporation described in and who executed the within instrument as surety. That he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was thereto affixed by order to the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Francesca Moser*

Francesca Moser  
Notary Public, State of New York  
No. 01MO4842535  
Certificate Filed in Suffolk County  
Commission Expires May 20, 2014



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221224

Certificate No. 003917836

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Francesca Papa, Theresa Giraldo, Terry Ann Gonzales-Selman, James P. Holland, Tracey D. Watson, Migdalia Otero, Christopher J. McCarty, and Peter Healy

of the City of New York, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of May, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

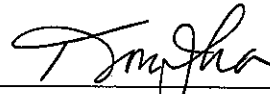
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of April, 2011

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 91,652,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,398,848	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	301,064,338
PREMIUM BALANCES	183,601,015	COMMISSIONS	34,630,586
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,083	OTHER EXPENSES	31,730,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,203,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	8,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,200
		RETROACTIVE REINSURANCE RESERVE	3,174,786
		POLICYHOLDER DIVIDENDS	8,825,721
		PROVISION FOR REINSURANCE	7,774,826
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,612,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,758,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,861
		TOTAL LIABILITIES	\$ 2,494,661,382
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,395,740,578
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,837,024,338
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



*Michael J. Doody*  
 SECOND VICE PRESIDENT

*[Signature]*  
 NOTARY PUBLIC - MY COMMISSION EXPIRES 11/30/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19th DAY OF APRIL, 2010



RFQ No. CSE11062

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: JPMorgan Chase Bank, N.A.

Authorized Signature: *George F. Suroch*

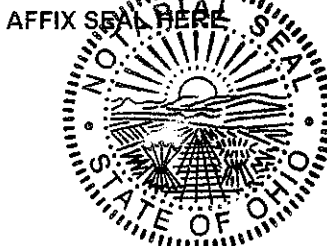
Date: April 15, 2011

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 15 day of April, 2011.

My Commission expires 9-14-14, 20  .



MARY JO RINALDO-GOFF  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Summit County  
My Comm. Exp. 9/14/14

NOTARY PUBLIC *Mary Jo Rinaldo-Goff*

ATTACHMENT  
P.O.# CSE110109

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

George F. Search April 15, 2011  
Signature Date

Vice President

Title

JPMorgan Chase Bank, N.A.

Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: \_\_\_\_\_

Company Name: JPMorgan Chase Bank, N.A.

Signed: \_\_\_\_\_

Signed: George F. Sesock

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: April 15, 2011

Request for Quotation from JPMorgan Chase Bank, N.A.

State of West Virginia, Acquisition and Contract Administration  
Section of the Purchasing Division

Department of Health and Human Resources  
Bureau for Child Support Enforcement

Centralized Collection, Distribution, and Tracking of Child  
Support Payments

**For the State of West Virginia Bureau of Child Support Enforcement**

**RFQ CSE11062**

**Due April 21, 2011**

**J.P.Morgan**

## Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by J.P. Morgan.

J.P. Morgan is a marketing name for the Investment Banking, Asset Management and Treasury & Securities Services businesses as well as the Commercial Banking, Mid-Corporate and Real Estate client segments of JPMorgan Chase & Co. and its subsidiaries worldwide. Securities, syndicated loan arranging, financial advisory and other investment banking activities are performed by J.P. Morgan Securities Inc. and its securities affiliates. Lending, derivatives and other commercial banking activities are performed by JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank") and its banking affiliates. J.P. Morgan deal team members may be employees of any of the foregoing entities.

All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax, and credit due diligence. The Agency will be required to sign an agreement with J.P. Morgan. J.P. Morgan does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services hereunder for the needs and requirements of its business.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements.

This document may contain information that is confidential and/or proprietary to JPMorgan Chase & Co. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by JPMorgan Chase Bank, N.A.

The following is required pursuant to regulations adopted under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001:

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

## SECTION 1. TITLE PAGE

**EVALUATION PROCESS: TITLE PAGE**

RFQ PAGE 44

Should state the RFQ Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of Vendor, dated and signed.

J.P. Morgan has completed and signed a Title Page which can be found under tab labeled *Title Page/Bid Bond/Required Forms*.

**PROCUREMENT TERMS: BID AND PERFORMANCE BONDS**

RFQ PAGE 37

Vendor must provide a bid bond in the amount of \$100,000.00 which should be attached to the Title Page of the vendor's proposal response. Successful vendor shall provide a performance bond in the amount of \$500,000.00. The performance bond shall be on a bond form approved by the State Attorney General's Office of the State of West Virginia. Performance bond is required prior to the issuance of a contract.

Attached to the Title Page of this proposal is a bid bond in the amount of \$100,000.00 from Marsh USA Inc. If we are notified of an award resulting from this procurement, we will provide a performance bond in the amount of \$500,000.00. We understand that the West Virginia Attorney General's Office must approve the form of the performance bond prior to the issuance of a contract.



**George F. Sesock**  
Vice President  
Chase Government Not for Profit

April 15, 2011

Ms. Roberta Wagner  
State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25311

RE: Request for Quotation #CSE11062, Child Support Collection, Tracking and Disbursement

Dear Ms. Wagner:

On behalf of JPMorgan Chase Bank, N.A. (JPMorgan), we are pleased to submit our quotation to the State of West Virginia Department of Health and Human Services, Bureau for Child Support Enforcement. We also acknowledge receipt of Addendum #1, dated March 23, 2011 - Change of Bid Opening Date; Addendum #2, dated March 31, 2011 - Answer Vendor Questions and Addendum #3, dated April 6, 2011 - Responses from the Mandatory Pre-Bid Meeting.

JPMorgan is pleased to have been the provider for the West Virginia DHHR Bureau of Child Support Enforcement since 2006 and we look forward to continuing the relationship. Together we have built a solution that delivers expedited payment processing for Child Support recipients in West Virginia.

Our proposed and proven solutions will meet and in many cases exceed the requirements outlined in the Request for Quotation. We are partnering with SMI, Systems and Methods Inc. and will be enhancing our offering with Image Cash Letter, imaging of child support information and providing ACH services. Our solutions are derived from our extensive experience in the provision of card-based benefit disbursement services and direct deposit.

A key differentiating factor with JPMorgan is our excellent implementation and project management, as well as client service. These are critical components to ensuring the successful transition, and ongoing relationship between both parties. We are committed to provide outstanding service to you, as our client. JPMorgan is proud of the reputation it has built for service delivery in the marketplace.

JPMorgan Chase & Co. is a leading global financial services corporation serving millions of U.S. consumers and many of the world's most prominent corporate, institutional and government clients.

JPMorgan certifies that the person signing the proposal is the person in the Vendor's organization that is responsible for, and authorized to make decisions regarding the prices quoted. The proposal is signed by George F. Sesock, Vice President, 50 South Main Street, Fl. 2, Akron, Ohio 44308.

The prices quoted herein will remain valid for a period of one year after the closing date for the receipt of proposals, April 21, 2011.

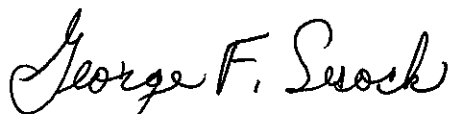
JPMorgan affirms its agreement to the terms and conditions presented in this RFQ. Exhibits and Appendices, and the published addenda to this RFQ, subject to the agreement to the proposed changes noted in Section 9.

As requested, for your consideration we have submitted one (1) original and one (1) convenience copy of our Quotation, which has been signed, as required, by an authorized representative of JPMorgan.

In closing, JPMorgan would like to thank you for the opportunity to present our quotation for Child Support Collection, Tracking and Disbursement. Please let us reiterate our strong interest and unwavering commitment to keep your business. Given the opportunity, JPMorgan is committed to continue providing a program that extends superior benefit for both West Virginia DHHR Bureau for Child Support Enforcement and its recipients.

If you have any questions regarding our proposal, please do not hesitate to contact me at 330-972-1762 or my associate, Chandra Sams, Executive Director, at 614-248-5391.

Sincerely,



George F. Sesock

Vice President, Government Banking



Request for Quotation from JPMorgan Chase Bank, N.A.  
State of West Virginia, Acquisition and Contract Administration  
Section of the Purchasing Division  
Department of Health and Human Resources  
Bureau for Child Support Enforcement  
Centralized Collection, Distribution, and Tracking of Child  
Support Payments

**For the State of West Virginia Bureau of Child Support Enforcement**

**RFQ CSE11062**

**Due April 21, 2011**

**Cost Proposal**

**J.P.Morgan**

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To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

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**COST PROPOSAL**

*The volumes used in the following Cost Sheet are all based upon historical data. Using the Cost Sheet, the Vendor shall provide a cost proposal that includes pricing for the transition phase, the monthly operational costs, and ancillary costs. The Vendor must also provide for projected costs for all future optional services.*

J.P. Morgan is pleased to offer the State of West Virginia BCSE a one-time \$100,000 credit to assist the State in defraying its costs of transitioning to an image-based child support payment processing system. This credit would be applied to the first month's invoice after "go-live" on the contract awarded under RFQ CSE11062.

**1. Cost Sheet #CSE11062**

Table 1: Cost Sheet				
	Not to Exceed Total of All- inclusive Annual Cost	Components of All-inclusive Annual Cost		
Time Frame		Transitional Cost	Monthly Operational Cost	Ancillary Cost
Year 1	\$531,415.33	(\$100,000)	\$90,202.19	\$0.00
Year 2	\$1,082,426.28		\$90,202.19	\$0.00
Year 3	\$1,082,426.28		\$90,202.19	\$0.00
Year 4	\$1,061,428.68		\$88,452.39	\$0.00
Year 5	\$1,016,283.84		\$84,690.32	\$0.00
Year 6	\$1,016,283.84		\$84,690.32	\$0.00
Year 7	\$1,016,283.84		\$84,690.32	\$0.00
<b>Total Cost</b>	<b>\$6,806,548.09</b>			

Annual cost has been derived by taking the volumes provided by the State multiplied by the unit cost. Should volumes change, the price per unit would be applied to the actual volumes processed. Year 1 costs assume a seven (7) month billable operating period.

2. Account Rate Structure #CSE11062

Table 2: Account Rate Structure		
Account Type	Proposed Rate Calculation	Current Rate
Interest Bearing Checking Account	We are offering a Market Rate indexed to the 90 day T-Bill rate plus 10 basis points with a floor of 0.30%.	Current rate is 0.30%

We are offering a Market Rate indexed to the 90 day T-Bill rate plus 10 basis points with a floor of 0.30%.

3. Per Unit Fees #CSE11062

Table 3: Per Unit Fees											
Mail payments posted – 43,000/month	\$1.031/ea \$310,331/yr	\$1.031 \$531,996/yr	\$1.031 \$531,996/yr	\$1.011 \$521,676/yr	\$ .968 \$499,488/yr	\$ .968 \$499,488/yr	\$ .968 \$499,488/yr	\$ .968 \$499,488/yr	\$ .968 \$499,488/yr	\$ .968 \$499,488/yr	\$3,394,463
EFT / EDI payments posted – 44,000/month	\$1.031/ea \$317,548/yr	\$1.031/ea \$544,368	\$1.031/ea \$544,368	\$1.011/ea \$533,808	\$ .968/ea \$511,104	\$ .968/ea \$511,104	\$ .968/ea \$511,104	\$ .968/ea \$511,104	\$ .968/ea \$511,104	\$ .968/ea \$511,104	\$3,473,404
Per payment disbursed per ACH – 114,000/month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Checks disbursed – includes postage – 4,200/month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debit Cards: # Cards – 600/month # Deposits – 76,000/month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
# of Web-based payments – 370/month*	\$1.031/ea \$2,670.29/yr	\$1.031/ea \$4,577.64/yr	\$1.031/ea \$4,577.64/yr	\$1.011/ea \$4,488.84/yr	\$ .968/ea \$4,297.92/yr	\$ .968/ea \$4,297.92/yr	\$ .968/ea \$4,297.92/yr	\$ .968/ea \$4,297.92/yr	\$ .968/ea \$4,297.92/yr	\$ .968/ea \$4,297.92/yr	\$29,208.17
# of Customer Service Representative Payments – 60/month*	\$1.031/ea \$433.02/yr	\$1.031/ea \$742.32/yr	\$1.031/ea \$742.32/yr	\$1.011/ea \$727.92/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$4,736.46
# of Integrated Voice Recognition Payments – 60/month*	\$1.031/ea \$433.02/yr	\$1.031/ea \$742.32/yr	\$1.031/ea \$742.32/yr	\$1.011/ea \$727.92/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$ .968/ea \$696.96/yr	\$4,736.46

To provide a clear and easily understood and unambiguous price to the State, we are pleased to offer a single blended unit cost for all banking, remittance and disbursement services. Our pricing offer assumes 7 months of services performed in year 1 and 12 months of services performed in years 2 through 7.

\* These are the costs to be borne by the State and are not reflective of any convenience fees that would be incurred by non custodial parents submitting payments via our PayConnexion service.

\*\* These unit costs assume a technology refresh in year 4 to assure that the State's SDU remains current with technology innovations.

4. Scanning Services #CSE11062

Table 4: Scanning Services				
Scanning Services	\$ per item	Year	Cost	Total Cost
47,000 units/month	\$0.00	Year 1	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 2	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 3	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 4	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 5	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 6	\$0.00	\$0.00
47,000 units/month	\$0.00	Year 7	\$0.00	\$0.00

Scanning services are included in total operational cost numbers provided in 3. *Per Unit Fees*, above.

5. Optional Services #CSE11062

Table 5: Optional Services			
Document Imaging and Retrieval Interfaced with Agency's OnBase system	\$ per item	Year	Cost
47,000 units/month	\$0.00	Year 1	\$0.00
47,000 units/month	\$0.00	Year 2	\$0.00
47,000 units/month	\$0.00	Year 3	\$0.00
47,000 units/month	\$0.00	Year 4	\$0.00
47,000 units/month	\$0.00	Year 5	\$0.00
47,000 units/month	\$0.00	Year 6	\$0.00
47,000 units/month	\$0.00	Year 7	\$0.00
Total Cost	\$0.00		\$0.00

J.P. Morgan will provide optional services at no additional cost to the State.



6. Reports #CSE11062

[If necessary, other reports may be added during the transition phase of the project as required by the Agency.]

Table 6: Reports									
Report (Daily)	\$ Per Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total \$
Cash Reporting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance Report									
Balance and Transaction Detail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Reporting Balance Transaction Summary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Checks Paid Ascending Check Number	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Checks Paid Descending Dollar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Report – Returns and Exceptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Check Inquiry (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stop Payment Request (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Image Retrieval – Batch Entry (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exception Review (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

All fees are included in the total operational cost numbers provided in 3. *Per Unit Fees*, above.

7. Vendor's Transition Plan #CSE11062

J.P. Morgan acknowledges the transition parameters and has addressed them within our Transition Plan.

As per Addendum # 2, Question 61 we have included the cost for each of these tasks in the table.

Table 7: Vendor's Transition Plan			
Task	Primary Responsibility	Start Date	End Date
Process Creation \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Site Preparation \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Technology Installation \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Connectivity Installation \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
End to End Testing \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Complete Recruitment \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Complete Staff Training \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Finalize Disaster Recovery Plans \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Finalize Quality Metrics \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Go Live \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract
Transitional Reports \$0	Vendor	Date Contract Awarded	8 Months from Award of Contract

8. Debit Card Fee Services #CSE11062

Table 8: Debit Card Fee Services	
Type of Service Fee	Prepaid Card
Setup Fee	\$0.00
Monthly Account Services	\$0.00
ATM Withdrawals	Unlimited free at Chase \$1.50 each elsewhere within the U.S. \$3.00 each outside the U.S.
ATM Surcharge	Surcharge-free at Chase and Allpoint ATMs; surcharges at other locations vary by ATM owner
Balance Inquiry Transactions	Unlimited free at Chase, \$0.50 each elsewhere
Account Overdraft	\$0.00
Denial for Insufficient Funds	\$0.50 each
Account Inactivity	\$1.50 per month after 12 months of inactivity
Card Issuance Services	1 free standard delivery replacement per year; \$5.00 each thereafter
Web Account Services	\$0.00 inquiry, etc.; \$.75 per item for Bill Pay
Cardholder Customer Service Contract	\$0.00
Change of PIN	\$0.00
Monthly Statement	\$0.00 if e-default // \$.75 if paper default*
Account Transaction Research	\$0.00
Point of Sale (POS)	\$0.00
Conversion of foreign currency	3.5%
Overnight Delivery Service Requested by Cardholder	\$15.00 per expedited card (inclusive of card cost)

J.P. Morgan is pleased to enhance West Virginia's existing cardholder fee schedule by providing unlimited free ATM withdrawals at Chase ATMs. All other cardholder pricing remains unchanged with the potential exception for US Mail delivery of monthly statements (see note below).

We are also pleased to add at no charge to the State or cardholder our new My Alerts feature, which cardholder can use to be automatically notified when deposits post to their account as well as their new available balance. As new alert types become available, we will make these available to cardholders.

\*J.P. Morgan does not assess a fee for the electronic delivery of monthly statements and recommends electronic delivery as the default method of providing statements as allowed within Federal Reserve Regulation E. If the State permits electronic delivery as the default method with cardholder opt-in for US Mail delivery, cardholders will not be charged for paper statements. Should the State mandate US Mail statement delivery as a default, J.P. Morgan will assess a fee of \$.75 per monthly statement delivered via US Mail (inclusive of postage).

9. Cost Conclusion

\*Debit Cards Issued — 600 per month

Debit Account Holders — 65,000 per month

Debit Card Postings:

# Deposits — 76,000 per month

Total \$ Volume — \$9,774,868 per month

Overall Grand Total \$6,806,548.09

Basis of Award: The Vendor should bid on all tasks listed above. The Vendor should provide documentation supporting the meeting of all Mandatory Qualifications as listed. The contract will be awarded to the lowest bidder who can meet all the requirements of this RFQ.

Vendor Signature: George F. Serock

Date: April 21, 2011

## State of West Virginia

**VENDOR PREFERENCE CERTIFICATE**

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

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: JPMorgan Chase Bank, N.A.

Signed: George F. Sesech

Date: April 15, 2011

Title: Vice President

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