



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

Discount

Document Information

Procurement Folder: 54048

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0323

Vendor ID: 000000172239



SO Doc ID: WWW1500000012

Legal Name: US BANK NA

Published Date: 1/13/15

Alias/DBA:

Close Date: 1/15/15

Total Bid: \$76,960.90

Close Time: 13:30

Response Date: 01/14/2015



Status: Closed

Response Time: 11:31

Solicitation Description: Addendum No. 4. To publish a revised pricing sheet.

Total of Header Attachments: 0

Total of All Attachments: 0



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

State Of West Virginia
Solicitation Response

Proc Folder : 54048

Solicitation Description : Addendum No. 4. To publish a revised pricing sheet.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-01-15 13:30:00	SR 0323 ESR01141500000001654	1

VENDOR
000000172239 US BANK NA

FOR INFORMATION CONTACT THE BUYER Melissa Pettrey (304) 558-0094 melissa.k.pettrey@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	Banking Services				\$0.00

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description :	Banking services to provide benefit distribution services for West Virginia Unemployment Claimants per specifications hereto in.
------------------------	--



All of **us** serving you™

usbank®

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.

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, Vice President, Relationship Manager
(Authorized Signature) (Representative Name, Title)

304.741.8077 303.741.8076 1/15/2015
(Phone Number) (Fax Number) (Date)



January 8, 2015

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,

A handwritten signature in blue ink that reads "Tim Rieder".

Tim Rieder Vice President
Relationship Manager



Table of Contents

Executive Summary	1
3. General Requirements	3
4. Contract Award	14
8. Miscellaneous	15

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 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.**
- 3.1.1.2 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 that 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 Monday through Friday 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 following 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 financial institution 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 via the three products described in the following table.

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 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 calculated in accordance with FDIC regulations [Codified at 12 C.F.R. § 204.4] and furnished to WFWV and will be subject to verifications by WFWV. The earnings rate will be calculated by the institution and will be subject to verification by WFWV.

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 Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8413, for the Benefit Payment Account attached hereto as "Attachment A", and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). 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. On the form ETA 8413, the financial institution will provide FDIC cost for Line 16 Other Costs. Lines 17 and 18 may include service fees. The FDIC cost must be listed separately on the invoice. The only service charges allowable in any resulting contract shall be the charges quoted in the attached Pricing Page. (Exhibit A)

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 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 financial institution'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 institution.**

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 ETA 8414, for the Clearing Account A, attached hereto as “Attachment B”, and will compare the compensable service charges (Expense Analysis) with the institution’s total interest earnings (Income Analysis). 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. On the form ETA 8414, the financial institution will provide FDIC cost for Line 16 Other Costs. Lines 17 and 18 may include service fees and CCD+ addendum file fees associated with accepting deposits from a TPA. The FDIC cost and fees associated with TPA payments must be listed separately on the invoice. The only service charges allowable shall be the charge quoted in the attached Pricing Page, (Exhibit A).**

U.S. Bank will meet the aforementioned requirement.

3.1.4.9 The financial institution 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 5A-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 available remedy. 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.

<http://www.wvsto.com/dept/CashMgt/Documents/Outside%20Bank%20Accounts%20Policies%20and%20Procedures%20-%20Revised%203-4-10.pdf>

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.

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 be 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 amount	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 consisting of eight (8) hours at 112 California Avenue for a maximum of twenty (20) people on the usage of required on-line banking services and transmissions of files at no additional cost to WFWV.

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.

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. On-line 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 within forty-eight (48) hours of notice of award.**

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 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 y 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 assess to qualifying accounts at the standard published monthly rate.

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).

8.0 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 year of when the contract becomes effective. The two-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-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.



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 60,000 per calendar year)	per draft	0.347	5,000	12	20820.00
2. Stop payment per draft (estimated at 360 per calendar year)	per draft	7.330	30	12	2638.80
3. Daily Balance/Reporting On-line	service fee	10.000	21	12	2520.00
4. Daily Reconcilement and Exception Report	service fee	30.000	21	12	7560.00
5. Other (Check-Imaging CD ROM)	per draft	0.051	5,000	12	3060.00
6. Total for Benefit Accounts prior to Earnings Credit Rate reduction. (Add lines 1 through 5)					36598.80
7. Earnings Credit (average ledger balance estimated at 1,345,574 per month) *Vendor must enter rate as a decimal* (example: 3.5% entered in cell as .035)	percent/rate	0.0040	1,345,574	1	5382.30
8. Total for Benefit Accounts after Earnings Credit Rate reduction. (Line 6 minus line 7)					31216.50
3.1.3 Banking Services for two (2) Clearing Accounts:					
9. 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	16878.00

Exhibit A - Pricing Page for WorkForce West Virginia
Banking Services

REVISED 01/13/2015

10. 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	1572.00
11. 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	10080.00
12. 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	7416.00
13. Price per draft for ACH debits and debit blocks.	per draft	0.110	7,250	12	9570.00
14. Price for Authorized ACH Company ID	flat fee	15.000	1	12	180.00
15. Price for ACH Debits Received	flat Fee	41.660	1	12	499.92
16. Daily Balance/Reporting On-line	service fee	7.500	21	12	1890.00
17. Total for Clearing Accounts prior to Earnings Credit Rate reduction. (Add lines 9 through 16)					48085.92
18. Earnings Credit (average ledger balance estimated at 1,671,544 per month) *Vendor must enter rate as a decimal* (example: 3.5% entered in cell as .035)	percent/rate	0.0040	1,671,544	1	6686.18
19. Total for Clearing Accounts after Earnings Credit Rate reduction. (Line 17 minus line 18)					41399.74

Exhibit A - Pricing Page for WorkForce West Virginia
Banking Services

REVISED 01/13/2015

20. FDIC Deposit Insurance Fund (DIF) (average ledger balance estimated at 3,017,118 per month) FDIC Fee to be assessed to qualifying accounts at the standard published monthly rate. (For example: 9.1333% per \$1,000 on average ledger balances.)	rate	0.00012	3,017,118	12	4344.65
21. Earnings Credit (average ledger balance estimated at 3,017,118 per month) *Vendor must enter rate as a decimal* (example: 3.5% entered in cell as .035)	percent/rate		3,017,118	1	0.00
22. Total FDIC for Both Benefit and Clearing Accounts after Earnings Credit Rate reduction. (Line 20 minus line 21)					4344.65
GRAND TOTAL (Add line 8 + line 19 + line 22)					76960.90
VENDOR IS TO PUT THEIR TOTAL COST IN WVOASIS PRICING SECTION COMMODITY LINE 1 AND ALSO SUBMIT THE EXHIBIT "A" PRICING PAGES PER THE DIRECTIONS IN SECTION: 4.2 OF THE SPECIFICATIONS					
<u>NOTE: WorkForce West Virginia supplies its own check drafts</u>					
<u>NOTE: Costs/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.</u>					
<u>NOTE: 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.</u>					

SOLICITATION NUMBER: WWV1500000012

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as WWV1500000012 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To publish a revised version of the pricing sheet.
2. The bid opening date will remain 01/15/2015 at 1:30 pm EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV1500000012

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 checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" 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 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, NA_____
Company



Authorized Signature

__01/13/2015_____
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **Tuesday, December 30, 2014 @ 10:00 a.m.**

Submit Questions to: **Melissa Pettrey, Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 8, 2015 @ 1:30 p.m.
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on AWARD and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount 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 Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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, NA

(Company)

 Tim Rieder - VP

(Authorized Signature) (Representative Name, Title)

304 747-8077 304 747-8076 01/08/2015

(Phone Number) (Fax Number) (Date)