



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

Request for Quotation

RFQ NUMBER
 WV09851

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

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

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-35		
ELECTRONIC PAYMENT CARD (EPC) SERVICES EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE</p>						

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<p>PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: WWV09851-----</p> <p>BID OPENING DATE: 7/31/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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

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WWV09851 - EPC DEBIT CARD SERVICES SPECIFICATIONS

General Requirements:

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

Purpose:

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

Scope of Work:

1. Mandatory Requirements

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

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

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

The successful vendor **must**:

- G. provide fraud protection in compliance with Regulation E;
 - H. provide 24 hours per day, 365 days per year, toll-free customer service support;
 - I. allow the claimant to elect either Direct Deposit or EPC services. In the event the claimant does not provide the necessary bank account information, the vendor shall automatically defer the claimant to the EPC services;
 - J. provide the initial cards to the claimant;
 - K. issue the initial card to the claimant within five (5) to seven (7) days of receipt of information from WORKFORCE West Virginia;
 - L. process file that loads value on the cards within twenty-four (24) hours of the receipt of WORKFORCE West Virginia's file;
 - M. not charge any fees whatsoever to the agency and agree to charge only fees identified on the Cost Sheet to the claimant
 - N. assume all Regulation E responsibility for the card and provide **free** monthly statements by US mail to claimant, if claimant requests paper statements;
 - O. establish an automated procedure for an electronically secure data connection to accept claimant account information on a daily basis (i.e., new accounts, updates), requiring no additional manual entry of data by WORKFORCE West Virginia after initial claim entry;
 - P. establish, in conjunction with WORKFORCE West Virginia, an interface for the receipt of batch account information via automatic file transfer that requires no prompting by WORKFORCE West Virginia;
 - Q. process and credit payments to the claimant/cardholder's debit card account by the close of business on the day that WORKFORCE West Virginia funds are deposited with the vendor; or directly deposited into the claimant's bank account
 - R. be FDIC, FSLIC, or NCUSIF insured and affiliated with the VISA or Mastercard system;
 - S. not deny any claimant referred by WORKFORCE West Virginia for participation in the EPC or direct deposit program;
 - T. not allow the claimant/cardholder to make deposits or add value to the card;
 - U. not allow the claimant/cardholder to obtain checks or negotiate checks against the card of the underlying account;
 - V. provide educational and instructional material associated with the card and direct deposit to the claimant/cardholder and Workforce West Virginia;
- AA. notify the claimant/cardholder in advance of changes in policy that affect them or their account;
 - BB. notify WORKFORCE West Virginia in advance of any changes affecting claimant/cardholders;
 - CC. reinstate suspended cards (reopened claims) at the request of WORKFORCE West Virginia;
 - DD. notify WORKFORCE West Virginia if a card is unused for more than three (3) months;
 - EE. return funds from any unused cards, at the request of WORKFORCE West Virginia;

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

WWV09851 BID FORM

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

Debit Card Services –

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

Bid Form

Debit Card Services –

Type of Service	Estimated Quantities*	Claimant's Unit Fee	Claimant's Total
<u>ACH Origination and Routing</u>			
ACH Monthly Maintenance	10,000	\$	\$
ACH Credits Originated	10,000	\$	\$
ACH Debits Originated	10,000	\$	\$
ACH Transmission	10,000	\$	\$
ACH Return	10,000	\$	\$
ACH Notification of Change	10,000	\$	\$
<u>ACH Implementation</u>			
ACH Debit Blocking Maintenance	1,000	\$	\$
DDA Account Maintenance	1,000	\$	\$
Credits/Debits Posted	1,000	\$	\$
Miscellaneous Depository Items	1,000	\$	\$
Balance Reporting Maintenance	1,000	\$	\$
Balance Reporting Accounts	1,000	\$	\$
Balance Reporting Items	1,0000	\$	\$
Total			\$

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____