



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
WWV09853

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

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BUREAU OF EMPLOYMENT PROGRAMS
OFFICE OF ADMIN. SUPPORT-5302

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2009				

BID OPENING DATE: 04/08/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-25		
BANKING SERVICES						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING FROM FINANCIAL INSTITUTIONS TO PROVIDE BANKING SERVICES FOR BENEFITS DISTRIBUTION TO CLIENTS AS WELL AS CLEARING ACCOUNT FUNCTIONS PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS MAY BE SUBMITTED TO THE PURCHASING DIVISION C/O FRANK WHITTAKER VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 03/24/2009 AT 3:00 PM						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover 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 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 case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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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.						
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.)						
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.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL ONLY CONSIDER PRICE ADJUSTMENTS AT THE TIME OF CONTRACT RENEWAL, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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03/11/2009				

BID OPENING DATE:

04/08/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: 44</p> <p>RFQ. NO.: WWV09853</p> <p>BID OPENING DATE: 04/08/2009</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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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BUREAU OF EMPLOYMENT PROGRAMS
OFFICE OF ADMIN. SUPPORT-5302

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2009				

BID OPENING DATE:

04/08/2009

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ WWV09853 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE _____

TITLE	DATE	BY	NO.	PRICE	REMARKS
1. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	101	1.00	
2. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	102	1.00	
3. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	103	1.00	
4. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	104	1.00	
5. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	105	1.00	
6. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	106	1.00	
7. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	107	1.00	
8. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	108	1.00	
9. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	109	1.00	
10. <u>THE HISTORY OF THE UNITED STATES</u>	1875	W. H. B.	110	1.00	

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**STATE OF WEST VIRGINIA
WORKFORCE WEST VIRGINIA
REQUEST FOR QUOTATION
WWV-09-853**

WORKFORCE West Virginia (WFWV), is requesting bids from financial institutions to provide banking services for benefits distribution to our clients as well as clearing account functions.

GENERAL INFORMATION

WFWV distributes benefits to clients who receive checks via Unemployment Compensation Benefit Payment, Trade Readjustment Act, Disaster Unemployment Act, and other special funds.

WFWV has two (2) separate clearing accounts – 1 for the receipt of employer contributions and issuance of refunds for overpayments and 1 for the receipt and transfer of other federal monies.

A. TASKS REQUIRED FOR BENEFIT ACCOUNTS:

1. Descriptions of Accounts

The financial institution will provide WFWV with the following accounts:

- A. Unemployment Compensation Benefit Payment Account – This account is used to pay Unemployment Benefits to claimants.
- B. Trade Readjustment Act Account – This account is used to pay claimants that are affected by Foreign Competition.
- C. Disaster Unemployment Act – This account is used to pay claimants that are unemployed due to a type of disaster (i.e. Business was flooded).
- D. Special Account – This account is 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 Benefit Payment Account.
- E. Personal Reimbursement Accounts – This account is used to pay bonuses to unemployed individuals that successfully find employment in a thirteen-week period.

NOTE: WFWV also retains the right to open up to four (4) additional accounts if necessary.

II. Service Requirements

- A. 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 process ACH payments.
- B. WFWV will send a report electronically by 8PM 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. This report should be submitted to WFWV by 11 AM on a daily basis. WFWV will respond to any exceptions by 12 PM, or within one hour of receipt of the exception report from the vendor. In the event that WFWV does not respond to 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 are deemed to be invalid after investigation.

- C. 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 be determined). The financial institution shall also provide a hard copy listing of all checks paid for each of the accounts. 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 a CD Rom with imaged copies of all checks cleared. All items required by this paragraph must be provided by no later than the ninth calendar day of the month following the month said checks are paid. The Management Information Systems (MIS) Division reserves the right to accept or reject electronic transmittals provided by the financial institution. Transmittals rejected will be returned to the Bank with problems identified and the financial institution will have five calendar days to provide a corrected file.
- D. 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 90 days. Only the Unemployment Benefit Account checks are required to be imaged.

III. Compensation

- A. 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 the WFWV. The reserve requirement will be furnished to WFWV by the financial institution and will be subject to verification by WFWV. The earnings rate will be determined by the Bank. WFWV plans to keep a minimum balance in all accounts.
- B. At the conclusion of each month, the financial institution will complete form 84-13 and will compare the compensable service charges (Expense Analysis) with the Bank's total interest earnings (Income Analysis). On the basis of the review, the financial institution will submit an invoice for the difference of Expense over Income. The only service charges allowable in any resulting contract shall be the per draft charges quoted in the attached bid sheet.

B. TASKS REQUIRED FOR CLEARING ACCOUNTS:

I. Descriptions of Accounts

The financial institution will provide WFWV with the following accounts:

- A. 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.

- B. 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.

II. Service Requirements

- A. The financial institution will receive and accept all regular deposit checks delivered to it by a courier on a daily basis from WFWV at 112 California Avenue, Charleston, WV by 3:00 PM, daily, and will be responsible for employing said courier and acquiring the necessary security of said funds after they leave WFWV. Cost will be usual and customary for both accounts and should be expensed in the proper location on Federal form 84-14 for clearing account "A".
- B. The financial institution will credit the WFWV for all such deposits on the Bank's ledgers on the same day that the deposit is delivered.
- C. The financial institution, by 10:30 AM 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 directly relay to WFWV the total cash balance on hand to the Assistant Director of FAM, Accounting Section or his designee. WFWV will be responsible for determining the amount of transfer to the trust fund. Said transfer will be made in increments of five thousand dollars.

Federal Limitation Unemployment Insurance Program Letter No. 52-77, promulgated by the U. S. Department of Labor, specifies that funds deposited by WFWV in a clearing account must be transferred no later than the second business day following the day of deposit.

- D. 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 each day.
- E. The financial institution must provide the 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 process ACH payments.
- F. The financial institution will provide a monthly account analysis report on a form prescribed by the United States Department of Labor for the clearing account "A". Currently, the United States Department of Labor prescribes Federal Form 84-14, attached hereto, but reserves the right to alter or amend said form. The financial institution agrees to supply the Monthly Income and Expense Analysis not later than the tenth calendar day of the subsequent month. Should the tenth calendar day of the month fall on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.
- G. The financial institution hereby agrees 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 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 fA-3-4(8), the financial institution agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide collateral requirements. This clause shall in no way be considered exclusive and shall not limit the State or WFWV's right to pursue any other additional remedy to which the State or WFWV may have legal cause for action including further damages against the financial institution. The Executive Director may waive this assessment if, in his judgment, circumstances beyond the control of the financial institution caused the collateral deficiency. Any such circumstances must be documented in writing and submitted to the Executive Director for consideration.

- H. Withdrawal or substitution of any collateral pledged as security may be permitted with the approval of the Executive Director. 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 Treasurers Office."
- I. Acceptable forms of collateral will be the following:
 - 1) Direct obligations of the US Government;
 - 2) Fully guaranteed federal agency obligations;
 - 3) General obligation bonds of this or any other state;
 - 4) West Virginia state agency revenue bonds; or,
 - 5) West Virginia county or school district general obligation bonds.
- J. The financial institution will 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.

III. Compensation

- 1. 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 the WFWV. The reserve requirement will be furnished to WFWV by the Bank and will be subject to verification by WFWV. The earnings rate will be determined by the Bank. WFWV will keep minimum balances in all accounts.
- 2. At the conclusion of each month during the term of any resulting Purchase Order/Agreement, the financial institution will complete form 84-13 for clearing account "A" and will compare the compensable service charges (Expense Analysis) with the financial institution's total interest earnings (Income Analysis). On the basis of this review, the financial institution will submit an invoice for the difference of Expense over Income. The only service charges allowable shall be the per draft charge provided in the attached bid sheet.

C. DATA TRANSMISSION

The financial institution must provide solutions that meet WFWV's requirements, which will do the following:

- a. Date File Transmittal – must provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.
- b. Security Design and Safeguard Features – Include design features that safeguard against fraud, abuse and waste.
- c. Right of Privacy of Clients – Protect the right of privacy of all WFWV clients.
- d. 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.

The financial institution will receive a daily file (up to 6 days a week) 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 used 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

D. VENDOR RESPONSIBILITIES

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

Environment and Infrastructure

1. The successful 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.
2. The successful vendor will provide on-site training (at 112 California Avenue) for 10-12 people on the usage of required on-line banking services and transmission of files at no additional cost to WFWV.

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

Project Management

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

The vendor shall provide a dedicated Account Relationship Manager who must be located in the Charleston, West Virginia market and have experience in both deposit processing and cash management.

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 vendor and will be verified and accepted by WFWV.

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.)

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

Vendor Requirements

1. Vendor must provide service coverage during all regular banking business hours.
2. Vendor must provide two(2) hour call back.
3. 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. The primary operating facility shall be located within a twenty mile radius of the Agency's main office at 112 California Avenue in Charleston, West Virginia.
4. Vendor must provide on-site training at 112 California Avenue in Charleston, West Virginia.

E. ADDITIONAL MANDATORY REQUIREMENTS

- a. The Federal Deposit Insurance Corporation (FDIC) must insure the financial institution.
- b. The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.
- c. The financial institution must conform to National Automated Clearing House Association (NACHA) rules.
- d. The financial institution must comply with all Federal and State Banking Regulations.
- e. The State shall have fully and free use of all systems, products, and/or deliverables supplied by any Purchase Order/agreement resulting from this RFQ.

WORKFORCE West Virginia
Services Bid Sheet for Benefit Accounts – Service A

This Bid Sheet covers processing benefits for the following accounts:

1. Unemployment Benefit Account
2. Trade Readjustment Account
3. Disaster Unemployment Account
4. Special Account
5. Personal Reimbursement Account

Monthly Unemployment checks submitted to the financial institution

Monthly ACH transfers

- | | | |
|--|-------|-----------|
| 1. Price per draft presented, edited, and paid* | _____ | per draft |
| *estimated at 600,000 per calendar year | | |
| 2. Stop payment per draft** | _____ | per draft |
| **estimated at 400 per calendar year | | |
| 3. Daily Balance/Reporting On-line | _____ | per draft |
| 4. Daily Reconciliation and Exception Report | _____ | per draft |
| 5. Other (Check-Imaging – CD ROM) | _____ | per draft |
| TOTAL PER DRAFT FOR SERVICE A (1+2+3+4+5) | _____ | per draft |

Services Bid Sheet for Clearing Accounts – Service B

This bid sheet covers the following accounts:

Clearing Account A
Clearing Account B

- | | | |
|---|-------|-----------|
| 1. Price per deposit* | _____ | per draft |
| *Deposits are made on a daily basis | | |
| 2. Daily Balance/ Reporting On-Line | _____ | per draft |
| TOTAL PER DRAFT FOR SERVICE B (1+2) | _____ | per draft |
| GRAND TOTAL OF SERVICE A TOTAL AND SERVICE B TOTAL | _____ | per draft |

NOTE: WORKFORCE West Virginia supplies its own check drafts.

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.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____