



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
WWV12872

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		946-25		
BANKING SERVICES						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS, TO PROVIDE ELECTRONIC BANKING SERVICES FOR THE DISBURSEMENT OF UNEMPLOYMENT COMPENSATION BENEFITS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD 11/29/2011 @ 11:30 AM, 2019 WASHINGTON STREET E. CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

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

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

**INSTRUCTIONS TO BIDDERS**

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



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
WWV12872

PAGE
2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/06/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>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.</p> <p>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.</p>						

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'



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
WWV12872

PAGE
3

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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'



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
WWV12872

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: WWV12872</p> <p>BID OPENING DATE: 12/20/2011</p> <p>BID OPENING TIME: 1:30 PM</p>						

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'



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
WWV12872

PAGE
5

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED 11/14/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ WWV12872 ***** TOTAL: _____						

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'

**Requisition for Quotation (RFQ) WWV-12-872**  
**For WorkForce West Virginia, Unemployment Compensation Division**

**Purpose:**

The Purchasing Division, hereinafter referred to as the "State," is soliciting quotations pursuant to **West Virginia Code §5A-310b** on behalf of WorkForce West Virginia, Unemployment Compensation Division, hereinafter referred to as the "Agency," to obtain a qualified vendor to provide Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits as an alternative to manual paper-based issuance.

**General Information:**

The Agency's administrative office is located at 112 California Avenue in the City of Charleston, West Virginia. The Agency has seventeen (17) field office locations and four (4) itinerant sites throughout the State which provide job service and unemployment compensation services to the public.

For the year 2010, the Agency served approximately 83,000 new claimants of unemployment benefits. For that same time period, 77% of those claimants elected to receive their benefits through the Agency's existing EPC program, 12% elected direct deposit and 11% receive a paper check. It is important to note that direct deposit services were not made available to claimants until May, 2011. During 2011, claimants filing for initial claims have decreased 18% compared to 2010.

**Scope of Work:**

To obtain a vendor to provide electronic banking services for the disbursement of unemployment compensation benefits. Said vendor shall develop an automated interface with the Agency's current on-line system(s) for the issuance of unemployment benefits through direct deposit or via an electronic payment card, in addition to or independent of a banking account, that will allow for use through an Automatic Teller Machine (ATM) or at Point of Sale (POS) locations.

**Mandatory Requirements:**

The following mandatory requirements must be met by the vendor. Failure on the part of the vendor to meet any of the mandatory specifications shall result in the disqualification of the vendor's bid submission.

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

- A. Be branded VISA or MasterCard;
- B. Operate via the VISA or MasterCard network;
- C. Be accepted by any participating merchant;
- D. Allow for PIN based and signature based purchase;
- E. Perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction;
- F. Be reloadable;
- G. Have stored value;
- H. Not have a line of credit associated with it;
- I. Support Point of Sale and cash back purchases;
- J. Support on-line and phone purchase capabilities;
- K. Provide for Real Time Processing;
- L. Not require a bank account relationship or credit approval of the card holder/ claimant; and,

M. Be "Regulation E" compliant.

The successful vendor **must**:

- N. Have provided substantially similar services to those specified herein;
- O. Provide fraud protection in compliance with Regulation E;
- P. provide 24 hours per day, 365 days per year, toll-free automated telephone access and web access to card/ account balance and transaction information;
- Q. Provide two (2) free calls each month to a toll-free domestic customer service support, with a live representative between the hours of 8:00 am and 6:00 pm eastern standard time; The option to speak with a Live Customer Service Representative must be provided as a selection on the vendor's toll free line for claimants;
- R. Ensure that an answer by a live representative and the average on-hold time for the toll-free customer support is five (5) minutes or less combined;
- S. Provide, at a minimum, English and Spanish options for all automated account inquiries;
- T. Provide the Agency with a monthly report of any down time in their customer service support;
- U. Provide the initial cards to the claimant at no cost to the claimant;
- V. Issue the initial card or deposit to the claimant within five (5) to seven (7) days of receipt of information from the Agency;
- W. Process files that loads value on the cards and transfer funds to appropriate back for direct deposit within twenty- four (24) hours of the receipt of the Agency's file;
- X. Provide monthly statements by US mail to claimant, if claimant requests paper statements; on-line statements are to be provided at no charge to the claimant;
- Y. 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 The Agency after initial claim entry,
- Z. Establish, in conjunction with The Agency, an interface for the receipt of batch account information via automatic file transfer that requires no prompting by The Agency;
- AA. Process and credit payments to the claimant/ cardholder's debit card account by the close of business on the day that The Agency funds are deposited with the vendor; or directly deposited into the claimant's bank account;
- BB. Be FDIC, FSLIC, or NCUSIF insured and affiliated with the VISA or MasterCard system;
- CC. Not deny any claimant referred by the Agency for participation in the EPC program;
- DD. Not allow the claimant/ cardholder to make deposits or add value to the card;
- EE. Not allow the claimant/ cardholder to obtain checks or negotiate checks against the card of the underlying account;
- FF. Provide educational and instructional material associated with the card and direct deposit to the claimant/ cardholder and The Agency;
- GG. Allow the Agency to approve the instructional material provided with the card;
- HH. Provide the claimant with a list of all potential charges/fees to the claimant as a part of the instructional material as well as with the mailing of the card itself;
- II. Provide instructional material (including fee schedule) for the Agency to post on the agency's website;
- JJ. Mail all correspondence (including the card itself) in envelopes that indicate the mailing is coming from the Agency rather than financial institution, to avoid inadvertent disposal of mailings due to the assumption of the mailing being "junk" mail or solicitations;
- KK. Obtain the approval of the Agency at least thirty (30) days in advance of any changes in policy affecting claimant/ cardholders;
- LL. Ensure that no policy changes are made that contradict the mandatory requirements of this RFQ and/or any purchase order resulting from this RFQ;



- MM. Notify the claimant/ cardholder in advance of changes in policy that affect them or their account;
- NN. Reinstate suspended accounts for reopened claims at the request of the Agency;
- OO. Notify The Agency if a card is unused for more than twelve (12) months;
- PP. Return funds from any unused cards, at the request of the Agency;
- QQ. Begin accepting initial deposits from the Agency 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;
- RR. Allow the card or account to remain active during the term of any contract resulting from this RFQ until The Agency indicates otherwise;
- SS. Provide a Personal Identification Number (PIN) to ensure that only the claimant can access or change account information;
- TT. Allow the claimant/cardholder to choose and change the PIN;
- UU. Provide security measures to restrict access to claimant/cardholder's account information;
- VV. Establish a minimum of three (3) security questions that the claimant/cardholder must answer before they can change their PIN, account information, or to replace a lost or stolen card, other than social security and date of birth;
- WW. Wherever possible, deny/disallow any and all transactions that causes the claimant/ cardholder to exceed the amount available in the account;
- XX. Allow the claimant/cardholder two (2) attempted transactions per month that are denied for insufficient funds at no cost;
- YY. Allow the claimant/cardholder four (4) balance inquiries per month within the vendor's ATM network at no cost;
- ZZ. Allow for withdrawals at a Visa or Mastercard network teller window at no cost;
- AAA. Notify The Agency within the negotiated timeframe when a card is returned by the United States Postal service as undeliverable;
- BBB. Send a daily data file which will inform The Agency of the date the account is ready to accept deposits;
- CCC. submit a monthly report to The Agency which provides, at a minimum, 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;
- DDD. Provide one (1), free new card issuance per claimant/cardholder per year to replace lost or stolen cards within one (1) day of notification; and,
- EEE. Allow for a minimum of four (4) ATM withdrawals per customer per month from the vendor's ATM network at no cost;
- FFF. Must not allow cardholder or account information to be used for commercial solicitation purposes;
- GGG. Must have systems disaster support available to your stored value card services which include:  
1) Backup and recovery capabilities; and, 2) Security and emergency arrangements
- HHH. Not charge any fees whatsoever to The Agency;
- III. Not charge the claimant/cardholder any fees whatsoever, other than those expressly provided for in this RFQ; and,
- JJJ. Credit the claimant/cardholder's account within seven (7) days upon the discovery of any fees contradictory to those provided for in this RFQ.

**Schedule of Events:**

Vendor's Written Questions Submission Deadline	12/06/11
Mandatory Pre-Bid Conference	11/29/11
Addendum Issued	TBD
Bid Opening Date	12/22/11

RFQ WWV-12-872 (Electronic Payment Card and Direct Deposit Services) Cost Sheet				
A	B	C	D	E
Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Set Up Fee - Initial Card	5,000	No Cost	
2	Monthly Account Services for Active Accounts	32,000	No Cost	
3	Transactions	256,000	NA	
4	Total ATM Withdraws	64,000	NA	
	<b>ATM In-Network (4 free Withdrawals)</b>			
5	Number of Counties with at least one ATM			
6	Divided by Total Counties in West Virginia	55		
7	Percent	%		
8	% in 7C multiplied by 64,000 ATM Withdrawals	64,000	No Cost	
	<b>Contracted ATM In-Network with Fee</b>			
9	Number of Counties with at least one ATM			
10	Divided by Total Counties in West Virginia	55		
11	Percent	%		
12	% in 11C multiplied by 64,000 ATM Withdrawals			
	<b>More than 4 In-Network ATM Withdraws</b>			
13	10% of quantities in Line 8			
	<b>ATM Out-of-Network</b>			
14	Number of Counties without an In-Network ATM			
15	Divided by Total Counties in West Virginia	55		
16	Percent	%		
17	% in 16C multiplied by 64,000 ATM Withdrawals			
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17C)		\$2.00	
	**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the standard rate of \$2.00 is being used for the purpose of calculating and allowing equal comparison of costs.			
20	ATM Transactions outside of the US	200		
21	Point of Sale as Credit	115,200		
22	Point of Sale as PIN Debit	64,000		

A	B	C	D	E
No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
23	Teller assisted Withdraw at debit card in-network bank	12,800	No Cost	
24	<b>Total Transaction Cost Col E(12+13+17+18 +20+21+22)</b>			\$
	<b>ATM Balance Inquiries</b>	70,000	NA	
25	4 Free ATM Balance Inquiries for In-Network 70,000 multiplied by % from C7 plus C11		No Cost	
26	Additional ATM Balance Inquiries for In-Network (10% multiplied by C25) equals monthly estimated total			
27	ATM Balance Inquiries for Out-of- Network (70,000 multiplied by % in C16) equals monthly estimated total			
28	<b>Total Cost (E26+E27)</b>			\$
	<b>Other Fees</b>			
29	Account Overdraft	10,000		
	<b>Insufficient Funds</b>			
30	Minimum of two (2) denials for Insufficient Funds per month	10,000	No Cost	
31	Additional denials for Insufficient Funds	5,000		
32	Free On-Line Statements	26,000	No Cost	
33	Account Statements Mailed to Claimants	6,000		
34	<b>Total Other Fees (E29+E31+E33)</b>			\$
	<b>Card Issuance Services</b>			
35	One Card replacement per year (includes postage)	500	No Cost	
36	Additional Card Replacements	100		
37	Overnight delivery requested by cardholder	50		
38	Expired card replacement	2,000	No Cost	
39	Card Deactivation	500	No Cost	
40	Card Reactivation	300	No Cost	
41	<b>Total Card Services Cost (E36+E37)</b>			\$
	<b>Cardholder Inquiry</b>	180,000		
42	Free telephone automated inquiries through toll-free line	80,000	No Cost	
43	Free Web inquiries	30,000	No Cost	
44	2 Free Live Customer Service Inquiries per Month	40,000	No Cost	
45	Additional Live Customer Service Inquiries per Mth	30,000		
46	<b>Total Inquiry Cost (E45)</b>			\$

Miscellaneous				
47	Account Inactivity with a balance after 12 Months	1,000		
48	Change in PIN	500		
49	Account Research	1,000		
50	Conversion of Foreign currency	200		
51	<b>Total Miscellaneous Cost (E47+E48+E49+E50)</b>			\$
A	B	C	D	E
Line No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
<b>ACH Origination and Routing</b>				
52	ACH Monthly Maintenance	2	No cost	
53	ACH Credit Originated	64,000	No cost	
54	ACH Debit Originated	55	No cost	
55	ACH Transmission	27	No cost	
56	ACH Return	10	No cost	
57	ACH Notification of Change	10	No cost	
58	<b>Total ACH Cost (E52+E53+E54+E55+E56)</b>			
<b>Grand Total Col. E (24+28+34+41+46+51)</b>				\$

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.

RFQ No. WWV12872

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_