



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

Solicitation

NUMBER
COR61609

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS
1409 GREENBRIER ST
CHARLESTON, WV
25311 304-558-8045

DATE PRINTED
11/06/2013

BID OPENING DATE: **01/07/2014** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	946-25			
<p>***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 12/03/2013 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS HEADQUARTERS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311. *****</p> <p>INMATE BANKING SERVICES</p> <p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING PROPOSALS TO PROVIDE A WEB PORTAL APPLICATION TO ACCOMMODATE DEPOSITS TO INMATES, LOBBY DEPOSIT KIOSK, DEBIT RELEASE CARDS, WORK RELEASE DEBIT CARDS AND PAROLE SUPERVISION FEES, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> COR61609 REQUEST FOR PROPOSAL ATTACHMENT A VENDOR RESPONSE SHEET ATTACHMENT B MANDATORY SPECIFICATION CHECKLIST ATTACHMENT C COST SHEET ATTACHMENT D FACILITY LISTING 						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR PROPOSAL

COR61609 - Inmate Banking Services

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** for the WV Division of Corrections (hereinafter referred to as the "Agency") to provide web portal application to accommodate deposits to inmates; lobby deposit kiosk; debit release cards; work release debit cards; and parole supervision fees.
2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal ("RFP").

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

Vendor's Written Questions Submission Deadline	12/11/2013
Mandatory Pre-bid Conference	12/03/2013 at 10:00 am
Addendum Issued.....	TBD
Bid Opening Date.....	01/07/2014
Oral Presentation (<i>Agency Option</i>)	TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

December 3, 2013 at 10:00 am
 WV DOC Headquarters
 1409 Greenbrier Street
 Charleston, WV 25311

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

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

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

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

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

Question Submission Deadline: December 11, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 (five) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

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

Bid Opening Date and Time: January 7, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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



Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

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

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

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

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

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

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

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

Commercial General Liability Insurance:
\$1,000,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

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

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** All facilities throughout the Division of Corrections. See Attachment D for detailed descriptions of all facilities.
2. **Background and Current Operating Environment:**
 - 2.1. The Agency provides custody, control and care of adult convicted felons. The current method for inmates to receive funds and/or pay fees:
 - 2.2. Through a current pilot program, inmate's family and friends make monetary deposits via a web portal program. In addition, inmate's family and friends submit money orders to the facility to be deposited into the inmate's account.
 - 2.3. No debit cards are being utilized within the Agency. Released inmates are given checks for the balance of their accounts. Work Release inmates are given cash or checks.
 - 2.4. Through the above-referenced pilot program one lobby deposit kiosk exists at the Lakin Correctional Center. This kiosk will be removed upon award of this contract and lobby deposit kiosk devices will only be utilized at work release centers and parole offices.
 - 2.5. The Agency does not have a post office lock box established for deposits to be sent for inmates.
 - 2.6. Parole supervision fees are paid to the Agency by money order purchased and submitted by the paroled offenders. Court costs and victims restitution are paid by the paroled offender to the appropriate authority, after verification by Agency. After award of this contract, the paroled offender shall perform web portal deposits to the Agency and the Agency will submit payment to the proper authorities.
 - 2.7. At this time, the Agency is not equipped for inmate pod kiosk devices which contain email, media, commissary ordering, as well as other features; however, Agency reserves the right to add and install the inmate pod kiosk devices along with services and features during the term of this contract, at no charge to the Agency.
3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

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4. **Project and Goals:** The project goals and objectives are:
 - 4.1. To provide the services outlined in this RFP at reasonable and market competitive transaction fees, while reducing Agency's administrative and processing costs.
 - 4.2. To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by the Vendor will not be included in the bid evaluation process.
5. **Mandatory Requirements**
 - 5.1. **Web Portal Deposits:**
 - 5.1.1. Vendor shall provide a web portal deposit system for depositors to submit monetary, real time deposits to the inmate accounts.
 - 5.1.2. Vendor's web portal deposit system must post deposits on-line and in real time to the inmate accounts.
 - 5.1.3. Vendor's deposit system must have the ability to be posted in batch mode to increase the efficiency of the process.
 - 5.1.4. Vendor's deposit system must interface/integrate with Agency's current inmate accounting system. Vendor shall pay any costs associated with said interface.
 - 5.1.5. Provide a web portal deposit system that is user-friendly, simple to access, and simple to navigate.
 - 5.1.6. Provide 24/7/365 toll free customer service center to assist individuals in using the web portal deposit system.
 - 5.1.7. Vendor must provide a system that allows Agency the ability to view within the link analysis all transactions in a quick and easy view manner.
 - 5.1.8. Vendor shall resolve all problems with depositing/receiving funds within a 24 hour period.
 - 5.1.9. In order for depositors to identify inmates, Vendor's system shall contain the inmate's name, DOC ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.
 - 5.1.10. Vendor must provide printable receipt/confirmation to depositors, or the option to have receipt/confirmation emailed to depositor.

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- 5.1.11. Vendor shall provide sufficient promotional and training material to the Agency, the inmate population, and depositors.
 - 5.1.12. Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control measures and processes are in place. In addition, routine evaluations of the quality of the system, equipment, and service are performed to ensure compliance with the terms and conditions of this contract.
- 5.2. Lobby Deposit Kiosk:**
- 5.2.1. Vendor shall install lobby deposit kiosks at all Agency work release centers and parole offices in location determined by the Agency.
 - 5.2.2. Each kiosk must accept cash, debit cards, and credit cards.
 - 5.2.3. Each kiosk must be equipped with a camera to capture a picture of each depositor.
 - 5.2.4. In order for depositors to identify inmates, Vendor's kiosk system shall contain the inmate's name, DOC ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.
 - 5.2.5. All funds deposited into the lobby deposit kiosk must be guaranteed by the Vendor.
 - 5.2.6. All deposits shall post to inmate's account in real time.
 - 5.2.7. The lobby deposit kiosks must print an itemized receipt for each depositor.
 - 5.2.8. Vendor shall be responsible for all costs of hardware, software, and installation of the lobby deposit kiosks, including but not limited to electrical and network cabling and infrastructure.
 - 5.2.9. Vendor shall be responsible for providing all supplies necessary for the kiosks.
 - 5.2.10. Vendor is authorized by the Agency to subcontract the removal of money from kiosk and repairs of kiosk. Vendor shall provide Agency with the name of subcontractor(s) upon award of contract.
 - 5.2.11. Vendor shall provide sufficient promotional and training material to the Agency and depositors.
 - 5.2.12. Vendor's lobby deposit kiosk system must provide the ability for Agency staff to see connections between inmates and depositors and all transaction history.

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5.3. Permanent Release Debit Cards:

- 5.3.1. Vendor shall provide Agency with pin based debit cards for the purpose of transferring an inmate's remaining account balance upon release from prison.
- 5.3.2. Agency's staff must have the ability, via web based program, to transfer funds to debit card.
- 5.3.3. All transfers shall post to the debit card in real time.
- 5.3.4. Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.
- 5.3.5. After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.
- 5.3.6. Debit cards shall be reloadable.
- 5.3.7. Agency must have the ability to set geographical locations or types of allowed businesses for debit card usage on paroled offenders.
- 5.3.8. Released inmates shall have the ability to withdraw funds from the debit card at point-of-sale (POS) locations; banks; and ATMs worldwide.
- 5.3.9. Vendor's system shall provide real time alerts to Agency.
- 5.3.10. Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.
- 5.3.11. Vendor shall supply brochures to inmates containing debit card usage instructions.

5.4. Work Release Debit Cards:

- 5.4.1. Vendor shall provide Agency with pin based debit cards for the issuance to work release inmates.
- 5.4.2. Agency must have the ability, via web based program, to transfer funds to the debit card.
- 5.4.3. Agency must have the ability to set spending and withdrawal limits on debit cards.
- 5.4.4. All transfers shall post to the debit card in real time.
- 5.4.5. Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.
- 5.4.6. After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.

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- 5.4.7. Debit cards shall be reloadable. Funds loaded to work release debit cards may only be performed by Agency.
 - 5.4.8. Agency must have the ability to set geographical locations or types of allowed businesses for transactions.
 - 5.4.9. Inmates shall have the ability to use debit cards at point-of-sale (POS) locations; banks; and local ATMs.
 - 5.4.10. Vendors system shall provide real time alerts to Agency.
 - 5.4.11. Vendor shall provide the ability for Agency to track inmate purchases and/or withdrawals.
 - 5.4.12. Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.
 - 5.4.13. Vendor shall supply brochures to inmates containing debit card usage instructions.
- 5.5. **Parole Supervision Fees, Court Costs and Victim Restitution:**
- 5.5.1. Paroled inmates shall have the ability to make deposits via the web portal and/or parole office lobby kiosk for the payment of parole supervision fees; court costs; and victim restitution payments.
 - 5.5.2. Vendor shall transfer the above referenced deposits into the inmate's account via the Agency's inmate accounting system.
 - 5.5.3. Agency shall be responsible for processing payments to all courts and victims.
 - 5.5.4. Agency shall be responsible for transferring parole supervision fees from inmate's account to the proper Agency account.
 - 5.5.5. All provisions outlined under "Web Portal Deposits" shall apply to this section.
 - 5.5.6. All provisions outlined under "Lobby Deposit Kiosk" shall apply to this section.
- 5.6. **Post Office Lock Box Address:**
- 5.6.1. Vendor shall supply a lock box service/address for the collection and processing of money orders sent to inmates.
 - 5.6.2. Vendor shall electronically post funds to inmate accounts.
 - 5.6.3. No personal, business, cashier's check or certified checks shall be accepted.
 - 5.6.4. Deposit slips must be included with each money order for proper inmate identification.

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- 5.6.5. Vendor shall supply deposit slips to depositors. Vendor shall supply deposit slips to Agency for placement in lobby areas and visitation areas. Agency shall also place pdf deposit slips on the Division of Corrections website.
- 5.6.6. Vendor shall process and post funds to the inmate accounts within 48 hours of receipt.
- 5.6.7. Vendor shall provide the ability for Agency to view and print reports of all money order deposits.
- 5.7. **General Specifications:**
 - 5.7.1. Vendor shall be responsible for safeguarding all stored data, particularly files that contain recipient information, so as to be compliant with all state and federal laws and regulations, and in the case of the Debit Cards, individual card brand requirements. Vendor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with the policies, standards and guidelines.
 - 5.7.2. Vendor must provide written notification to Agency as soon as possible, but no later than 24 hours, following the reasonable belief of any unauthorized access or breach of confidential information provided to the Vendor under the Contract. Written notice shall include: a) the nature of the unauthorized use or disclosure; b) the specific confidential information involved; c) who gained unauthorized access; d) what steps has been or will be taken to mitigate any negative effect of the unauthorized use or disclosure; and e) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 5.7.3. Vendor must comply with Regulation E, "Electronic Funds Transfer" requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.).
 - 5.7.4. The Vendor may have access to private or confidential data maintained by the Agency to the extent necessary to carry out its responsibilities under this contract. Vendor shall ensure that all data is secured and protected during the course of this contract.
 - 5.7.5. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Vendor except as required by federal or state laws and regulations, either during the period of this contract or thereafter. The Vendor must agree not to use any such data or any material derived from the data for any purpose and where so instructed by Agency, will destroy or render it unreadable.
 - 5.7.6. Vendor shall preserve and make available all of its records and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of expiration or termination.

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- 5.7.7. Vendor shall agree that authorized State or Agency representatives shall have access to and the right to examine records during the term of this contract.
- 5.7.8. Vendor must provide activity reports to the Agency on an agreed basis, which will include information as outlined by the Agency. Vendor shall provide a description of reporting packages available and if Agency will have access to enter the online system.
- 5.7.9. Technical support must be available 24/7/365 by both telephone and web.
- 5.7.10. Customer service must be provided 24/7/365 by both telephone and web. Web service must be user friendly and non-complicated for all friends and families of the inmates. Vendor must provide customer satisfaction surveys by telephone and web. Vendor shall describe its responsibilities of customer service personnel, including the chain of command for problem resolution.
- 5.7.11. Vendor shall be responsible for any fees or costs associated with the interface to Agency's current inmate accounting system and inmate information system.
- 5.7.12. For all services outlined in this RFP, Vendor must provide the ability for Agency to see connections between inmates and depositors and all transaction history.
- 5.7.13. For all services outlined in this RFP, Vendor must provide the ability for Agency's investigators to view within the link analysis all transactions in a quick and easy view manner.
- 5.7.14. Resolve all deposit and transferring of funds issues within a twenty-four hour period.
- 5.7.15. Ensure all receipts are properly identified with the name of depositor, the inmate's name and the inmate's DOC ID number.
- 5.7.16. Vendor shall have a formal quality assurance/quality control program in place that demonstrates internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment, and services are performed to ensure compliance with the terms and conditions of this contract.
- 5.7.17. Vendor shall have five years' experience in providing web based deposit services and debit card services in a correctional setting.
- 5.7.18. Vendor shall provide three (3) professional references, preferably from government owned correctional agencies.

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6. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. Materials and information to be included, but not limited to, at the presentation are listed below:
- 6.1. **Materials and Information Required at Oral Presentation:**
- 6.1.1. A history of company and experience/years with all products in RFP.
 - 6.1.2. How many current customers? How many correctional facility customers?
 - 6.1.3. References for correctional entity customers
 - 6.1.4. Are you dependent on any other company as a partner, co-bidder, subcontractor, or any other business relationship in order to provide the services included in this RFP? If so, please explain in detail.
 - 6.1.5. What differentiates your services from other providers?
 - 6.1.6. Provide a description and general workflow of the services requested in this RFP.
 - 6.1.7. With debit cards, are these signature-based, PIN based, or both? Please describe capabilities of both.
 - 6.1.8. Do the debit cards have an expiration date? If yes, how often do the cards expire and how are cards renewed, replaced and/or reactivated?
 - 6.1.9. After an inmate is released from prison, what happens to the funds of inactive cards that still have a balance? What constitutes an inactive card? Vendor shall provide reports to Agency of all inactive cards.
 - 6.1.10. What happens to funds that are sent to an incorrect account number?
 - 6.1.11. How do you handle replacement of lost or stolen cards?
 - 6.1.12. How are balances transferred from one card to a replacement card? How quickly is this transfer accomplished? Please describe
 - 6.1.13. Can Agency maintain a stock of cards to be issued and activated?
 - 6.1.14. Can the released and/or work release inmate choose or change their PIN after receipt? If yes, describe how this process works.
 - 6.1.15. What liability, if any, does the Agency have for fraud? If applicable, provide examples of scenarios that would trigger the liability.

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- 6.1.16. Will overdrafts occur? How is this handled? Is Agency responsible?
- 6.1.17. Can the released and/or work release inmates set up direct bill pay? If yes, please describe.
- 6.1.18. Will Agency be able to set limits on dollar amounts work release inmates can obtain at an ATM? Daily, Weekly, etc.
- 6.1.19. Will Agency be able to set limits on dollar amounts work release inmates can spend or as cash back on a Point of Sale transaction?
- 6.1.20. Other than Point of Sale and ATM, are there any other means by which released or work release inmates can obtain cash?
- 6.1.21. Describe how Agency personnel will access the Vendor's on-line system for management/financial/investigative reports and/or information.
- 6.1.22. Describe security procedures that Vendor has in place to minimize the risk of unauthorized transactions (e.g. encryption/authentication).
- 6.1.23. What controls are in place to protect against lost files or duplication of transmissions?
- 6.1.24. What type of secure data connection does your company provide? Please describe procedures for using an industry standard electronically secure data connection, using point-to-point data encryption, which allows Agency and Vendor to transmit account information.
- 6.1.25. Vendor must describe how it will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from the Agency.
- 6.1.26. Provide a detailed description of the implementation process for all services outlined in this RFP, including any testing periods and Vendor's suggested implementation schedule.
- 6.1.27. Describe support during the implementation, including training, technical assistance, marketing/training brochures, user manuals, and on-site visits.
- 6.1.28. Describe the level of training support you provide, to the Agency, the inmates, and the families/friends of the inmates.
- 6.1.29. Vendor shall outline any other technologies available to Agency. Agency reserves the right to add additional technology or upgraded technology during the term of this contract.

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SECTION FIVE: VENDOR PROPOSAL

- 1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

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4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5..

SECTION SIX: EVALUATION AND AWARD

1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

- | | |
|---------------------------------|---------------------------|
| • Qualifications and experience | 30 Points Possible |
| • Approach and methodology | 30 Points Possible |
| • Oral interview | 10 Points Possible |
| • Cost | <u>30 Points Possible</u> |

Total

100 Points Possible

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Vendor shall state the commission rate to be paid to Agency; however, the commission rate will not be considered in the evaluation of bids. **Vendor shall only state commission rate on the cost portion of the bid.**

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

Lowest price of all proposal

$$\frac{\text{Lowest price of all proposal}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 2.1 Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.
- 2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.1: To provide the services outlined in this RFP at reasonable and market competitive transaction fees, while reducing Agency's administrative and processing costs.

Vendor Response:

Section 4, Subsection 4.2: To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by the Vendor will not be included in the bid evaluation process.

Vendor Response:

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Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

Section 4, Subsection 5.1: Web Portal Deposits

Section 4, Subsection 5.1.1: Vendor shall provide a web portal deposit system for depositors to submit monetary, real time deposits to the inmate accounts.

Vendor Response:

Section 4, Subsection 5.1.2: Vendor's web portal deposit system must post deposits on-line and in real time to the inmate accounts.

Vendor Response:

Section 4, Subsection 5.1.3: Vendor's deposit system must have the ability to be posted in batch mode to increase the efficiency of the process.

Vendor Response:

Section 4, Subsection 5.1.4: Vendor's deposit system must interface/integrate with Agency's current inmate accounting system. Vendor shall pay any costs associated with said interface.

Vendor Response:

Section 4, Subsection 5.1.5: Provide a web portal deposit system that is user-friendly, simple to access, and simple to navigate.

Vendor Response:

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Section 4, Subsection 5.1.6: Provide 24/7/365 toll free customer service center to assist individuals in using the web portal deposit system.

Vendor Response:

Section 4, Subsection 5.1.7: Vendor must provide a system that allows Agency the ability to view within the link analysis all transactions in a quick and easy view manner.

Vendor Response:

Section 4, Subsection 5.1.8: Vendor shall resolve all problems with depositing/receiving funds within a 24 hour period.

Vendor Response:

Section 4, Subsection 5.1.9: In order for depositors to identify inmates, Vendor's system shall contain the inmate's name, DOC ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.

Vendor Response:

Section 4, Subsection 5.1.10: Vendor must provide printable receipt/confirmation to depositors, or the option to have receipt/confirmation emailed to depositor.

Vendor Response:

Section 4, Subsection 5.1.11: Vendor shall provide sufficient promotional and training material to the Agency, the inmate population, and depositors.

Vendor Response:

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Section 4, Subsection 5.1.12: Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control measures and processes are in place. In addition, routine evaluations of the quality of the system, equipment, and service are performed to ensure compliance with the terms and conditions of this contract.

Vendor Response:

Section 4, Subsection 5.2: Lobby Deposit Kiosk:

Section 4, Subsection 5.2.1: Vendor shall install lobby deposit kiosks at all Agency work release centers and parole offices in location determined by the Agency.

Vendor Response:

Section 4, Subsection 5.2.2: Each kiosk must accept cash, debit cards, and credit cards.

Vendor Response:

Section 4, Subsection 5.2.3: Each kiosk must be equipped with a camera to capture a picture of each depositor.

Vendor Response:

Section 4, Subsection 5.2.4: In order for depositors to identify inmates, Vendor's kiosk system shall contain the inmate's name, DOC ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.

Vendor Response:

Section 4, Subsection 5.2.5: All funds deposited into the lobby deposit kiosk must be guaranteed by the Vendor.

Vendor Response:

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Section 4, Subsection 5.2.6: All deposits shall post to inmate's account in real time.

Vendor Response:

Section 4, Subsection 5.2.7: The lobby deposit kiosks must print an itemized receipt for each depositor.

Vendor Response:

Section 4, Subsection 5.2.8: Vendor shall be responsible for all costs of hardware, software, and installation of the lobby deposit kiosks, including but not limited to electrical and network cabling and infrastructure .

Vendor Response:

Section 4, Subsection 5.2.9: Vendor shall be responsible for providing all supplies necessary for the kiosks.

Vendor Response:

Section 4, Subsection 5.2.10: Vendor is authorized by the Agency to subcontract the removal of money from kiosk and repairs of kiosk. Vendor shall provide Agency with the name of subcontractor(s) upon award of contract.

Vendor Response:

Section 4, Subsection 5.2.11: Vendor shall provide sufficient promotional and training material to the Agency and depositors.

Vendor Response:

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Section 4, Subsection 5.2.12: Vendor's lobby deposit kiosk system must provide the ability for Agency staff to see connections between inmates and depositors and all transaction history.

Vendor Response:

Section 4, Subsection 5.3: Permanent Release Debit Cards:

Section 4, Subsection 5.3.1: Vendor shall provide Agency with pin based debit cards for the purpose of transferring an inmate's remaining account balance upon release from prison.

Vendor Response:

Section 4, Subsection 5.3.2: Agency's staff must have the ability, via web based program, to transfer funds to debit card.

Vendor Response:

Section 4, Subsection 5.3.3: All transfers shall post to the debit card in real time.

Vendor Response:

Section 4, Subsection 5.3.4: Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.

Vendor Response:

Section 4, Subsection 5.3.5: After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.

Vendor Response:

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Section 4, Subsection 5.3.6: Debit cards shall be reloadable.

Vendor Response:

Section 4, Subsection 5.3.7: Agency must have the ability to set geographical locations or types of allowed businesses for debit card usage on paroled offenders.

Vendor Response:

Section 4, Subsection 5.3.8: Released inmates shall have the ability to withdraw funds from the debit card at point-of-sale (POS) locations; banks; and ATMs worldwide.

Vendor Response:

Section 4, Subsection 5.3.9: Vendor's system shall provide real time alerts to Agency.

Vendor Response:

Section 4, Subsection 5.3.10: Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.

Vendor Response:

Section 4, Subsection 5.3.11: Vendor shall supply brochures to inmates containing debit card usage instructions.

Vendor Response:

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Section 4, Subsection 5.4: Work Release Debit Cards:

Section 4, Subsection 5.4.1: Vendor shall provide Agency with pin based debit cards for the issuance to work release inmates.

Vendor Response:

Section 4, Subsection 5.4.2: Agency must have the ability, via web based program, to transfer funds to the debit card.

Vendor Response:

Section 4, Subsection 5.4.3: Agency must have the ability to set spending and withdrawal limits on debit cards.

Vendor Response:

Section 4, Subsection 5.4.4: All transfers shall post to the debit card in real time.

Vendor Response:

Section 4, Subsection 5.4.5: Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.

Vendor Response:

Section 4, Subsection 5.4.6: After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.

Vendor Response:

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Section 4, Subsection 5.4.7: Debit cards shall be reloadable. Funds loaded to work release debit cards may only be performed by Agency.

Vendor Response:

Section 4, Subsection 5.4.8: Agency must have the ability to set geographical locations or types of allowed businesses for transactions.

Vendor Response:

Section 4, Subsection 5.4.9: Inmates shall have the ability to use debit cards at point-of-sale (POS) locations; banks; and local ATMs.

Vendor Response:

Section 4, Subsection 5.4.10: Vendors system shall provide real time alerts to Agency.

Vendor Response:

Section 4, Subsection 5.4.11: Vendor shall provide the ability for Agency to track inmate purchases and/or withdrawals.

Vendor Response:

Section 4, Subsection 5.4.12: Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.

Vendor Response:

Section 4, Subsection 5.4.13: Vendor shall supply brochures to inmates containing debit card usage instructions.

Vendor Response:

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Section 4, Subsection 5.5: Parole Supervision Fees, Court Costs and Victim Restitution:

Section 4, Subsection 5.5.1: Paroled inmates shall have the ability to make deposits via the web portal and/or parole office lobby kiosk for the payment of parole supervision fees; court costs; and victim restitution payments.

Vendor Response:

Section 4, Subsection 5.5.2: Vendor shall transfer the above referenced deposits into the inmate's account via the Agency's inmate accounting system.

Vendor Response:

Section 4, Subsection 5.5.3: Agency shall be responsible for processing payments to all courts and victims.

Vendor Response:

Section 4, Subsection 5.5.4: Agency shall be responsible for transferring parole supervision fees from inmate's account to the proper Agency account.

Vendor Response:

Section 4, Subsection 5.5.5: All provisions outlined under "Web Portal Deposits" shall apply to this section.

Vendor Response:

Section 4, Subsection 5.5.6: All provisions outlined under "Lobby Deposit Kiosk" shall apply to this section.

Vendor Response:

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Section 4, Subsection 5.6: Post Office Lock Box Address:

Section 4, Subsection 5.6.1: Vendor shall supply a lock box service/address for the collection and processing of money orders sent to inmates.

Vendor Response:

Section 4, Subsection 5.6.2: Vendor shall electronically post funds to inmate accounts.

Vendor Response:

Section 4, Subsection 5.6.3: No personal, business, cashier's check or certified checks shall be accepted.

Vendor Response:

Section 4, Subsection 5.6.4: Deposit slips must be included with each money order for proper inmate identification.

Vendor Response:

Section 4, Subsection 5.6.5: Vendor shall supply deposit slips to depositors. Vendor shall supply deposit slips to Agency for placement in lobby areas and visitation areas. Agency shall also place pdf deposit slips on the Division of Corrections website.

Vendor Response:

Section 4, Subsection 5.6.6: Vendor shall process and post funds to the inmate accounts within 48 hours of receipt.

Vendor Response:

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Section 4, Subsection 5.6.7: Vendor shall provide the ability for Agency to view and print reports of all money order deposits.

Vendor Response:

Section 4, Subsection 5.7: General Specifications:

Section 4, Subsection 5.7.1: Vendor shall be responsible for safeguarding all stored data, particularly files that contain recipient information, so as to be compliant with all state and federal laws and regulations, and in the case of the Debit Cards, individual card brand requirements. Vendor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with the policies, standards and guidelines.

Vendor Response:

Section 4, Subsection 5.7.2: Vendor must provide written notification to Agency as soon as possible, but no later than 24 hours, following the reasonable belief of any unauthorized access or breach of confidential information provided to the Vendor under the Contract. Written notice shall include: a) the nature of the unauthorized use or disclosure; b) the specific confidential information involved; c) who gained unauthorized access; d) what steps has been or will be taken to mitigate any negative effect of the unauthorized use or disclosure; and e) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

Vendor Response:

Section 4, Subsection 5.7.3: Vendor must comply with Regulation E, "Electronic Funds Transfer" requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.).

Vendor Response:

Section 4, Subsection 5.7.4: The Vendor may have access to private or confidential data maintained by the Agency to the extent necessary to carry out its responsibilities under this contract. Vendor shall ensure that all data is secured and protected during the course of this contract.

Vendor Response:

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Section 4, Subsection 5.7.5: No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Vendor except as required by federal or state laws and regulations, either during the period of this contract or thereafter. The Vendor must agree not to use any such data or any material derived from the data for any purpose and where so instructed by Agency, will destroy or render it unreadable.

Vendor Response:

Section 4, Subsection 5.7.6: Vendor shall preserve and make available all of its records and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of expiration or termination.

Vendor Response:

Section 4, Subsection 5.7.7: Vendor shall agree that authorized State or Agency representatives shall have access to and the right to examine records during the term of this contract.

Vendor Response:

Section 4, Subsection 5.7.8: Vendor must provide activity reports to the Agency on an agreed basis, which will include information as outlined by the Agency. Vendor shall provide a description of reporting packages available and if Agency will have access to enter the online system.

Vendor Response:

Section 4, Subsection 5.7.9: Technical support must be available 24/7/365 by both telephone and web.

Vendor Response:

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Section 4, Subsection 5.7.10: Customer service must be provided 24/7/365 by both telephone and web. Web service must be user friendly and non-complicated for all friends and families of the inmates. Vendor must provide customer satisfaction surveys by telephone and web. Vendor shall describe its responsibilities of customer service personnel, including the chain of command for problem resolution.

Vendor Response:

Section 4, Subsection 5.7.11: Vendor shall be responsible for any fees or costs associated with the interface to Agency's current inmate accounting system and inmate information system.

Vendor Response:

Section 4, Subsection 5.7.12: For all services outlined in this RFP, Vendor must provide the ability for Agency to see connections between inmates and depositors and all transaction history.

Vendor Response:

Section 4, Subsection 5.7.13: For all services outlined in this RFP, Vendor must provide the ability for Agency's investigators to view within the link analysis all transactions in a quick and easy view manner.

Vendor Response:

Section 4, Subsection 5.7.14: Resolve all deposit and transferring of funds issues within a twenty-four hour period.

Vendor Response:

Section 4, Subsection 5.7.15: Ensure all receipts are properly identified with the name of depositor, the inmate's name and the inmate's DOC ID number.

Vendor Response:

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Section 4, Subsection 5.7.16: Vendor shall have a formal quality assurance/quality control program in place that demonstrates internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment, and services are performed to ensure compliance with the terms and conditions of this contract.

Vendor Response:

Section 4, Subsection 5.7.17: Vendor shall have five years' experience in providing web based deposit services and debit card services in a correctional setting.

Vendor Response:

Section 4, Subsection 5.7.18: Vendor shall provide three (3) professional references, preferably from government owned correctional agencies.

Vendor Response:

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

ATTACHMENT C

COR61609 - Inmate Banking Services

Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price	Extended Amount
1	Web Portal Deposit Fees	Each	35,000		
2	Lobby Deposit Kiosk Fees	Each	10,000		
3	Permanent Release Debit Card Fees	Each	2,500		
4	Work Release Debit Card Fees	Each	10,000		
5	Parole Supervision, Court Costs, Restitution Fees	Each	10,000		
6	Post Office Lock Box Fees	Each	2,000		

Grand Total	
--------------------	--

7	Commission Percentage Paid to Agency	%
---	--------------------------------------	---

Bidder/Vendor Information:	
Name:	
Address:	
Phone No.:	
Fax No.:	
Email Address:	
Authorized Signature	

* Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

Failure to use this form may result in disqualification

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Attachment D: Facility Descriptions

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

WV Division of Corrections - COR61609
FACILITY DESCRIPTIONS

ATTACHMENT D

Facility Name	Address	Type	No. of Inmates	Gender	Comments
Anthony Correctional Center	HC 70, Box N-1 White Sulphur Springs, WV 24986	Minimum - Youthful Offender 18-26 yrs	220	M/F	Male Population, 208 Female Population, 12
Beckley Correctional Center	111 S. Eisenhower Drive Beckley, WV 25801	Minimum/Work Release	59	M/F	
Charleston Correctional Center	607 Brooks Street Charleston, WV 25301	Minimum	66	F	Combination Correctional Center/Work Release. Currently a Work Release with 66 inmates. New Center to open January 2015.
Denmar Correctional Center	HC 64, Box 125 Hillsboro, WV 24946	Medium	216	Male	
Huttonsville Correctional Center	US Rt. 250 South Huttonsville, WV 26273	Maximum	1136	Male	
Work Camp - Huttonsville	US Rt. 250 South Huttonsville, WV 26273	Minimum	48	Male	Work Camp on prison property - Outside of Fence
Lakin Correctional Center	11264 Ohio River Road West Columbia, WV 25287	Multi-Security	455	Female	
Martinsburg Correctional Center	38 Grapevine Road Martinsburg, WV 25401	Intake/Maximum	120	Male	
Mt. Olive Correctional Complex	1 Mountainside Way Mt. Olive, WV 25185	Maximum/Medium	1076	Male	
Slayton Work Camp - Mt. Olive	1 Mountainside Way Mt. Olive, WV 25185	Minimum	50	Male	Work Camp on prison property
Northern Correctional Facility	112 Northern Regional Correctional Drive Moundsville, WV 26041	Maximum	253	Male	

Ohio County Correctional Complex	1501 Eoff Street Wheeling, WV 26003	Community/Minimum	66	Male	
Parkersburg Correctional Center	225 Holiday Hills Drive Parkersburg, WV 26170	Minimum	30	Male	
Pruntytown Correctional Center	Rt. 4, Box 49A Grafton, WV 26354	Minimum/Medium	369	Male	
Salem Correctional Center	7 Industrial Blvd. Industrial, WV 26426	Minimum/Medium	400	Male	
St. Mary's Correctional Center	2880 N. Pleasants Highway St. Mary's, WV 26170	Medium	554	Male	

Parole Services**Locations:**

Beckley Parole Services	3049 Robert C. Byrd Drive, Suite 100 Beckley, WV 25801
Charleston Parole Services	1339 Plaza East Charleston, WV 25301
Clarksburg Parole Services	215 West Main Street Clarksburg, WV 26301
Elkins Parole Services	1513 Harrison Avenue, Unit 27 Elkins, WV 26241
Huntington Parole Services	801 Madison Avenue, Room 200 Huntington, WV 25704
Keyser Parole Services	102 North Main Street Keyser, WV 26726
Lewisburg Parole Services	101 South Court Street Lewisburg, WV 24901
Logan Parole Services	229 Stratton Street, Room 306 Logan, WV 25601
Martinsburg Parole Services	1520 Winchester Avenue Martinsburg, WV 25405
Parkersburg Parole Services	225 Holiday Hills Drive, Suite 1 Parkersburg, WV 26104
Princeton Parole Services	1454 Main Street Princeton, WV 24740
Ripley Parole Services	117 North Court Street Ripley, WV 25271
Welch Parole Services	110 Park Avenue, Suite 111 Welch, WV 24801
Wheeling Parole Services	1025 Main Street 414 Mull Center Wheeling, WV 26003

RFQ No. COR61609

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

REQUEST FOR PROPOSAL
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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____