

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WOASI orme, Alisha S Pettit	~			Procure	ement Budgeting Account	s Receivable	Accounts F	ayable		
citation Response(SR) Dept: 1400	ID: ESR01312	2300000034	11 Ver.: 1 Function:	New Phase: Final	Modified by batch , 01/	31/2023				
Header 🖗 1										
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eneral Information Contact D	efault Values	Discount	Document Information	Clarification Request						
Procurement Folder:	1163638				SO	Doc Code: C	RFQ			
Procurement Type:	Central Master A	greement				SO Dept: 1	400			
Vendor ID:	000000179664		2			SO Doc ID: A	GR23000001	5		
Legal Name:	CUSTOM DATA	PROCESSING	INC		Publi	shed Date: 1	/20/23			
Alias/DBA:					c	lose Date: 1	/31/23			
Total Bid:	\$0.00				C	ose Time: 1	3:30			
Response Date:	01/31/2023					Status: C	losed			
Response Time:	9.46				Solicitation De			/ICES FOR CLEAR	ING OF FARMERS	
			A			'	MARKET		11	
Responded By User ID:	kelly.pralle		2		Total of Header Atta	chmenter 1				
First Name:	Kelly				Total of All Att					
Last Name:	Pralle				Total of All All	ioninents; 1				
Email:	kelly.pralle@cd	pehs.com								
Phone:	630-972-6337									



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

State of West Virginia Solicitation Response

Proc Folder:	1163638	1163638				
Solicitation Description:	BANKING SERV	BANKING SERVICES FOR CLEARING OF FARMERS MARKET				
Proc Type:	Central Master A	Central Master Agreement				
Solicitation Closes		Solicitation Response	Version			
2023-01-31 13:30		SR 1400 ESR01312300000003411	1			

VENDOR					
00000179664 CUSTOM DATA PROCESSING INC					
Solicitation Number:	CRFQ 1400 AGR2300000015				
Total Bid:	0	Response Date:	2023-01-31	Response Time:	09:46:44
Comments:					

J

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Banking Services Market	for Clearing of Farmers'	0.00000	LS	1.000000	0.00
Comm	Code	Manufacturer		Specifica	ation	Model #
931419	01					

Commodity Line Comments:

Extended Description:

Pricing to be included on attached Exhibit A



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

State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder: Doc Description:	1163638 BANKING SERVICES FOR	Reason for Modification: ADDENDUM 1 ANSWERS TO VENDOR QUESTIONS AND REVISED EXHIBIT A PRICING PAGE	
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-20	2023-01-31 13:30	CRFQ 1400 AGR2300000015	2
BID RECEIVING LO	DCATION		
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US			
VENDOR			
Vendor Customer	Code:		
Vendor Name : C	ustom Data Processing,	Inc.	
Address: 1408	Joliet Road		
Street :			
City: Romeovill	e		
State : Illinois		Country: U.S.A.	Zip: ₆₀₄₄₆
Principal Contact	: Scott Pralle		
Vendor Contact P	hone: (800) 888-6035	Extension:	
FOR INFORMATIC Crystal G Hustead (304) 558-2402 crystal.g.hustead@	ON CONTACT THE BUYER		
Vendor Signature X	to all terms and condition	FEIN# 36-3022123 s contained in this solicitation	DATE January 30, 2023

ADDITIONAL INFORMATION

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF AGRICULTURE, BUSINESS DEVELOPMENT DIVISION, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO HOST AND SUPPORT AN INTERNET BASED, BANK-FREE SOLUTION (SUCH AS AN INTERNET PORTAL) FOR REDEEMING OF SENIOR FARMERS' MARKET NUTRITION PROGRAM FOOD INSTRUMENTS PER THE ATTACHED DOCUMENTATION.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOIC	E.TO	SHIP TO	2				
AGRICU DEPAR	JLTURE TMENT OF	AGRICULTURE DEPARTMENT OF					
	STRATIVE SERVICES	MARKET DEVELC					
1900 KA	NAWHA BLVD E	217 GUS BLDG 2	S R DOUGLAS LN, RM 200				
CHARLE	ESTON WV	CHARLESTON		WV			
US		US					
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price		
1	Banking Services for Clearing of Farmers' Market	0.00000	LS				

Comm Code	Manufacturer	Specification	Model #	
93141901				

Extended Description:

Pricing to be included on attached Exhibit A

SCHEDULEOFEVENTS

LineEventEvent Date1VENDOR QUESTION DEADLINE2023-01-20



RFQ CRQ AGR AGR2300000015: BANKING SERVICES FOR CLEARING OF FARMERS MARKET

Request for Quotation

RFQ Contact Person

Scott Pralle Vice President, Contracts and Partnerships Scotta.pralle@cdpehs.com

Prepared for:

West Virginia Department of Agriculture Charleston, West Virginia

1408 Joliet Road Romeoville, IL 60446 951 Chenault Road Frankfort, KY 40601 www.cdpehs.com (800) 888-6035



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Technology that makes a difference.



Bid Clerk Department of Administration, Purchasing Division 2019 Washington St E Charleston, WV 25305

January 30, 2023

Re: RFQ CRQ AGR AGR2300000015: Banking Services for Clearing of Farmers Market

To Whom It May Concern,

Custom Data Processing, Inc. (CDP) is pleased to submit this response to the above-mentioned RFQ.

CDP has been in partnership with the state of West Virginia since 2011, providing *WIC Direct*, which is system to process online electronic benefit transfer for the Special Supplemental Program for Women, Infants, and Children (WIC). In that time, we have not only provided the state with WIC EBT processing, but also data hosting services and data analytics.

In 2021, we launched *Farm Market Direct*, which processes WIC and Senior Farmer's Market Nutrition Program (S/FMNP) benefits. This new system, designed to allow EBT transactions within farmers' markets, was built using the core of *WIC Direct*. This means it is safe, stable, and most importantly, effective at processing EBT transactions.

CDP will be the primary contractor for this engagement and will be responsible for development of the Vendor and Participant Portals, implementation and conversion activities, project management, account management, data analytics and reporting, and data hosting services. Fidelity National Information Services (FIS) will serve as a subcontractor providing gateway transaction routing services.

Thank you for the opportunity to present this information for your program and further develop our relationship with the state of West Virginia.

Sincerely,

Scott Pralle Vice President, Contracts and Partnerships

2. General Requirements

Requireme	ent		CDP Can Meet	Comments
3.1		Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.		
3.1.1		Internet Based, Bank-Free FI Solution		
	3.1.1.1	Vendor must host and support an Internet based, bank- free solution for redeeming SFMNP benefits. This solution must allow for scanning of the QR code with a smart device or the manual entry of the voucher serial number at the time of the purchase, or later depending on Internet connectivity. Vendor must provide services for Data File Transmittal. The Vendor must provide a secure online portal FTP (File Transfer Protocol) site to access and transfer data and electronic reports to the Agency. All Fls will be settled weekly via a wire transfer.	YES	CDP will provide an electronic benefit transfer (EBT) solution for redeeming Senior Farmers' Market Nutrition Program (SFMNP) benefits in farmers' markets via CDP's <i>Farm Market Direct</i> , which utilizes QR code scanning technology and CDP's secure Vendor Portal. From within the portal, the farmer can use a smart device to scan the voucher or manually enter the voucher serial number to complete the purchase. This can be done at the market or at another time if connectivity is unavailable in market. Settlement will occur weekly, by wire transfer or ACH draw.
	3.1.1.2	Vendor must provide services for the Use of Tested State- of-the Art Techniques, meaning that all technology used to provide services must be tested technology.	YES	CDP's Farm Market Direct was piloted in 2021 by Chickasaw Nation. Chickasaw and Choctaw Nations fully implemented Farm Market Direct for the 2022 farmers' market season.
	3.1.1.3	Vendor must set up and maintain a Help Desk for farmers and participants for the Internet based, bank- free solution.	YES	CDP provides a help desk for farmers and participants during business hours (7:30 A.M. to 10 P.M., Eastern Time, Monday through Friday). In the event of calls to the help desk outside of those hours, the issue will be addressed the following business day.
	3.1.1.4	Vendor must provide and deliver a file of unique voucher numbers and QR codes prior to May of each year.	YES	CDP will produce and deliver a file of unique voucher numbers and QR code details for print prior to May of each year.

2. General Requirements

Requirement			CDP Can Meet	Comments
3.	.1.1.5	Vendor must provide the Agency virtual training, as well as a set of written instructions to navigate the solution.	YES	CDP will provide virtual training for state office staff to guide them on how to train farmers and participants for upcoming season.
3.1.2		Banking Services – Redeeming SFMNP Food Instruments		
3.	.1.2.1	The Vendor shall host and support an Internet based, bank-free solution for processing SFMNP Food Instruments/Benefits transactions, including weekly settlement via a wire transfer from a dedicated funding account, and meet the following requirements, at a minimum. This solution must provide the capability to allow for scanning of the QR code with a smart device or the manual entry of the voucher serial number at the time of the purchase, or later depending on Internet connectivity.	YES	CDP's Farm Market Direct provides a secure, bank-free solution for redeeming Senior FMNP benefits. The voucher will display a QR code, as well as a serial number. The farmer can scan the code or manually enter the serial number to complete the transaction.
3.	.1.2.2	The vendor will execute an Agreement with the farmer for use of the Internet based, bank-free solution, to include the authorization to accept wire transfers weekly. Banking information will be collected and imported by the vendor to support wire transfers to the farmers.	YES	For each authorized user, an agreement will be executed between CDP and the farmer for the use of the portal and to authorize CDP to settle with the farmer weekly. This settlement can be via wire transfer or ACH draw, depending on the preference of the agency.
3.	.1.2.3	The Vendor shall accept electronic wire transfer services for transferring funds to the funding account. West Virginia State Treasurer's Office will wire required funding to the bank presentment account as needed.	YES	CDP can receive either a wire transfer or ACH payment into the funding account that will be used to reimburse the farmers for their respective redemptions. This funding account is a zero-balance account and CDP will work with the state to determine the funding frequency and amount.
3.	.1.2.4	The Vendor shall notify via an Internet based, bank- free solution the purchase and rejection info to the farmer weekly.	YES	CDP's <i>Farm Market Direct</i> will return purchase or rejection notification to the farmer via the portal immediately upon transaction attempt.

2. General Requirements

Requirement		CDP Can Meet	Comments
3.1.2.5	All Senior Farmers Market Nutrition Program (SFMNP) Food Instruments (FI) will be preprinted (not client specific) with a redemption value by the Agency. Monthly service charges for the redemption of the SFMNP must be identified on a monthly invoice.	YES	SFMNP Food Instruments will be configured with a predefined dollar amount chosen by the agency. CDP will deliver the food instruments to the agency, as required by the contract.
	Agency account shall not be debited for any fees. All fees incurred in a month will be clearly itemized on a monthly invoice.		
3.1.2.6	The vendor shall prepare and submit to each farmer the year- end 1099-K as required by federal law.	YES	In accordance with federal law, CDP will produce and mail 1099-K forms to each farmer at year end.
3.1.2.7	The Agency requires the zero-balance bank account be maintained for the daily FI clearing activity.	YES	Based on the state's response to questions, CDP will maintain a zero-balance bank account for the weekly clearing activity. It is anticipated that the state will fund the account weekly, on the day of settlement. CDP will reimburse the farmers and the account will be brought back down to zero.
3.1.2.8	The Internet based, bank-free solution will only permit the clearing of Fis within the series of voucher numbers and QR codes for each annual batch as ordered under <u>3.1.1.4</u> above.	YES	There are security checks throughout the voucher redemption process. Once the farmer begins the process of redemption, <i>Farm Market Direct</i> will verify that the voucher sequence number is valid, has proper security digits, the voucher has not already been redeemed, and that it is still within the valid date range. <i>Farm Market Direct</i> will return purchase or rejection information to farmer via the portal immediately.
3.1.2.9	The Agency must have a daily report showing pending redemptions through the funding account. Should funding account have insufficient funds to clear pending redemptions, Agency will process wire transfer payment to fund the account.	YES	CDP's Farm Market Direct and Data Direct solutions provide the state with redemption activity reporting. Additionally, the state will receive a drawdown email showing total redemptions for the time periods and the funding amount required to settle with farmers.

3. Pricing Pages

Pricing Pages: Vendor should complete the Pricing Pages by providing a unit cost bid for the items (below, and on the Pricing Page), and then multiply the bid Unit Cost by the Estimated Yearly Quantity to calculate the Extended Total. Vendor will price freight separately. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: crystal.g.hustead@wv.gov.

The completed form appears on the following page.

Exhibit A_REVISED

PRICING PAGE

All prices proposed are inclusive of all vendor supplied forms, postage, supplies, equipment, etc., as required to meet the specification. Prices will be firm for the life of the Contract. Quantities listed are estimated, for bid evaluation purposes only.

	Description of Service	Unit of Measure	Unit Cost	Estimated Yearly Quantity	Extended Total
1	YEAR 1 PRICING-Initial Implementation of the Internet based, bank free solution for SFMNP	Implementation		1	
2	YEAR 1 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly		6	
3	YEAR 1-Coupon Redemption and banking fees	Per Food Instruments		89,000	
4	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	Included in cost	400	Included in cost
5	YEAR 2 PRICING-Seasonal set-up	Annual		1	
6	YEAR 2 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly		6	
7	YEAR 2-Coupon Redemption and banking fees	Per Food Instruments		89,000	
8	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	Included in cost	400	Included in cost
9	YEAR 3 PRICING-Seasonal set-up	Annual		1	
10	YEAR 3 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly		6	
11	YEAR 3-Coupon Redemption and banking fees	Per Food Instruments		89,000	
12	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	Included in cost	400	Included in cost
	Grand Total				\$

Vendor Name: Custom Data Processing, Inc.

Signature: _

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) <u>Scott Pralle, Vice President, Contracts and Partnerships</u>

(Address) 1408 Joliet Road, Romeoville, IL 60446

(Phone Number) / (Fax Number) (630) 972-6337 / (630) 783-8841

(Email address) __scotta.pralle@cdpehs.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Custom Data Processing, Inc.

(Company)

(Signature of Authorized Representative) <u>Scott Pralle, Vice President, Contracts and Partnerships</u> January 30,2023 (Printed Name and Title of Authorized Representative) (Date) (630) 972-6337 / (630) 783-8841 (Phone Number) (Fax Number) scotta.pralle@cdpehs.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ AGR2300000015

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

x Addendum No. 1	Addendum No. 6
🗌 Addendum No. 2	🗍 Addendum No. 7
Addendum No. 3	🗍 Addendum No. 8
🗌 Addendum No. 4	🔲 Addendum No. 9
🗌 Addendum No. 5	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Custom Data Processing, Inc. Company

Authorized Signature

January 30, 2023 Date

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

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Agriculture, Business Development Division (hereinafter, the "Agency") to establish an open-end contract to host and support an Internet based, bank-free solution (such as an Internet portal) for redeeming of Senior Farmers' Market Nutrition Program Food Instruments/Benefits. This solution must allow for scanning of the QR code with a smart device or the manual entry of the voucher serial number either at the time of the purchase or later depending on Internet connectivity.

The Senior Farmers Market Nutrition Program is a federally funded nutrition program administered by the US Department of Agriculture (USDA). The Agency administers this program, known as the West Virginia Senior Farmers' Market Nutrition Program, which provides Food Instruments/Benefits to eligible senior citizens who meet age and income guidelines. The federal program requires the Agency to acquire the services of a banking institution to act as a clearinghouse for the Food Instruments/Benefits issued to eligible participants. The program currently serves approximately 17,800 participants per year.

Food Instruments (FIs)/Benefits for this program are provided by the Agency and surrendered by the participant to the farmer. The farmer will utilize the Internet based, bank-free solution to redeem the vouchers either by the scanning of the QR code with a smart device or the manual entry of the voucher serial number at the time of the purchase, or later depending on Internet connectivity. Approximately 89,000 ten-dollar (\$10.00) coupons are distributed to eligible participants with unique voucher numbers and QR codes via county Senior Centers, who then use them to buy produce from local, authorized farmers, to the aggregate amount of approximately \$890,000. These figures are contingent upon the amount of funding awarded annually from the USDA to the WV Department of Agriculture. WV Department of Agriculture reserves the right to change the number of coupons/vouchers and the face value, as well as the overall dollar amount of anticipated transactions.

During the life of this contract, the Agency contact person will be the Assistant Director of Programs in the Business Development Division of Agriculture.

- 2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Services" means the Internet based, bank-free solution required to redeem the Agency's Senior Farmer's Market Nutrition Program Food Instruments/Benefits, or coupons/vouchers, as identified in Section 3.1 below.

- **2.2 Food Instruments", or "FI"** means the coupon, or voucher, with a specific serial number and QR code, produced and issued by the Agency to eligible participants, used by eligible participants at qualified farmers, and then processed by the Contract Services provided by the Vendor. Food Instruments provided under this Contract must meet all USDA requirements.
- **2.3 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.4 "RFQ" means the official request for quotation published by the Purchasing Division and identified as
- 2.5 "SFMNP" means Senior Farmer's Market Nutrition Program
- **2.6 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Internet Based, Bank-Free FI Solution

3.1.1.1 Vendor must host and support an Internet based, bankfree solution for redeeming SFMNP benefits. This solution must allow for scanning of the QR code with a smart device or the manual entry of the voucher serial number at the time of the purchase, or later depending on Internet connectivity. Vendor must provide services for Data File Transmittal. The Vendor must provide a secure online portal FTP (File Transfer Protocol) site to access and transfer data and electronic reports to the Agency. All FIs will be settled weekly via a wire transfer.

- **3.1.1.2** Vendor must provide services for the Use of Tested Stateof-the Art Techniques, meaning that all technology used to provide services must be tested technology.
- **3.1.1.3** Vendor must set up and maintain a Help Desk for farmers and participants for the Internet based, bank-free solution.
- **3.1.1.4** Vendor must provide and deliver a file of unique voucher numbers and QR codes prior to May of each year.
- **3.1.1.5** Vendor must provide the Agency virtual training, as well as a set of written instructions to navigate the solution.

3.1.2 Banking Services – Redeeming SFMNP Food Instruments.

3.1.2.1 The Vendor shall host and support an Internet based, bank-free solution for processing SFMNP Food Instruments/Benefits transactions, including weekly settlement via a wire transfer from a dedicated funding account, and meet the following requirements, at a minimum. This solution must provide the capability to allow for scanning of the QR code with a smart device or the manual entry of the voucher serial number at the time of the purchase, or later depending on Internet connectivity.

3.1.2.2 The vendor will execute an Agreement with the farmer for use of the Internet based, bank-free solution, to include the authorization to accept wire transfers weekly. Banking information will be collected and imported by the vendor to support wire transfers to the farmers.

3.1.2.3 The Vendor shall accept electronic wire transfer services for transferring funds to the funding account. West Virginia State Treasurer's Office will wire required funding to the bank presentment account as needed.

3.1.2.4 The Vendor shall notify via an Internet based, bank-free solution the purchase and rejection info to the farmer weekly.

3.1.2.5 All Senior Farmers Market Nutrition Program (SFMNP) Food Instruments (FI) will be preprinted (not client specific) with a redemption value by the Agency. Monthly service charges for the redemption of the SFMNP must be identified on a monthly invoice.

Agency account shall not be debited for any fees. All fees incurred in a month will be clearly itemized on a monthly invoice.

3.1.2.6 The vendor shall prepare and submit to each farmer the yearend 1099-K as required by federal law.

3.1.2.7 The Agency requires the zero-balance bank account be maintained for the daily FI clearing activity.

3.1.2.8 The Internet based, bank-free solution will only permit the clearing of FIs within the series of voucher numbers and QR codes for each annual batch as ordered under 3.1.1.4 above.

3.1.2.9 The Agency must have a daily report showing pending redemptions through the funding account. Should funding account have insufficient funds to clear pending redemptions, Agency will process wire transfer payment to fund the account.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a unit cost bid for the items (below, and on the Pricing Page), and then multiply the bid Unit Cost by the Estimated Yearly Quantity to calculate the Extended Total. Vendor will price freight separately. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases,

the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: crystal.g.hustead@wv.gov

5. ORDERING AND PAYMENT:

- **5.1** Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- **5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within 20 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- **6.3** Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense

and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, of the items returned at the Agency's discretion.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall report quarter and annual summary of payments to Agency for all items purchased and dollar amount and quantity related to same purchases. Failure to supply such reports may be grounds for cancellation of this Contract.

- **8.3** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manage	r: <u>Scott Pralle</u>			
Telephone Numb	er: (630) 972-6337			
Fax Number: (630) 783-8841				
	scotta.pralle@cdpehs.com			