



The following documentation is an electronically-submitted 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.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1163638

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 1400

Vendor ID: VS0000039635

SO Doc ID: AGR2300000015

Legal Name: THE CENTRAL TRUST BANK

Published Date: 1/20/23

Alias/DBA:

Close Date: 1/31/23

Total Bid: \$0.00

Close Time: 13:30

Response Date: 01/27/2023

Status: Closed

Response Time: 9:35

Solicitation Description: BANKING SERVICES FOR CLEARING OF FARMERS MARKET

Responded By User ID: Britt_Sch

Total of Header Attachments: 1

First Name: Kari

Total of All Attachments: 1

Last Name: Less

Email: kari.less@centralbank.net

Phone: 5735566821



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
Solicitation Description: BANKING SERVICES FOR CLEARING OF FARMERS MARKET
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-01-31 13:30	SR 1400 ESR01262300000003350	1

VENDOR
 VS0000039635
 THE CENTRAL TRUST BANK

Solicitation Number: CRFQ 1400 AGR2300000015
Total Bid: 0
Response Date: 2023-01-27
Response Time: 09:35:14
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Banking Services for Clearing of Farmers' Market	0.00000	LS	113640.000000	0.00

Comm Code	Manufacturer	Specification	Model #
93141901			

Commodity Line Comments:

Extended Description:

Pricing to be included on attached Exhibit A



Central Bank

Strong roots. Endless possibilities.™

West Virginia Department of Agriculture

PRESENTED TO

Department of Agriculture

State of West Virginia-eFMNP

SUBMITTED BY

Central Bank

David Meyer - Senior Vice President

Your solution to reliable and innovative eFMNP
Benefit Administration

JANUARY 2023



Central Bank

Strong roots. Endless possibilities.™

238 Madison Street
Jefferson City, Missouri. 65101
PH: 573-556-6821 | F:573-634-1161

January 31, 2023

Ms. Crystal Hustead
State of West Virginia
Crystal.g.hustead@wv.gov



Dear Ms. Hustead,

On behalf of Central Bank, we appreciate the opportunity to submit our proposal for the eFMNP Program Benefits Distribution & Processing Services through the State of West Virginia. Central Bank, a leader in Government services, is pleased to offer to the State a competitively priced proposal backed by an experienced staff who understand the complexity of this important contract.

Recently ranked as the fourth "Best Bank in America," and the best bank in the State of Missouri, Central Bank recognizes the importance of delivering exceptional service, while developing meaningful, long-lasting partnerships with our clients. Our foundation is strongly rooted in our commitment to innovation, our loyal and sound reputation and our understanding of complex state government requirements and expectations. This proposal highlights a proven electronic program benefit system and a seasoned account management approach by experienced team members you can trust.

Our Extraordinary Service

Flexible Approach

- Our flexibility enables Department employees to know they have a strong partner bank to support them, so they can focus on serving the States' Farmers and Participants.

Unparalleled Customer Experience

- Central Bank's approach in managing large relationships is to put in place an experienced team of experts to contact. Our customers gain confidence in knowing their phone calls, emails or in-person meetings with our subject matter experts gives them prompt and friendly service.
- Unlike other vendors, our implementation team is the same team that serves you throughout the contract period. This continuity is an asset to the Department's success.

We certify this proposal and pricing will remain in effect until a contract has been finalized and awarded by the State. We appreciate the opportunity to respond and remain confident the attached proposal meets the stated requirements. Central Bank employees are poised to answer questions or provide additional information at your request.

Sincerely,

David Meyer, Government Division



Agency Overview

Central Bank was founded on January 9, 1902 and has been in business continually for over 120 years. Decisions are made locally to meet each customer's specific needs and our financial strength, having over \$1.9 billion in equity capital, provides assurance to our partners that we have significant backing with long-term strength.

Vision

Central Bank is committed to being the leading financial service provider by providing our customers with quality financial solutions and exceptional customer service.

Core Values

Honesty - Doing what we say we're going to do. As Mark Twain said, "If you tell the truth, you don't have to remember anything."

Enthusiasm - Keeping a positive attitude and working with a purpose.

Sincerity -Valuing each person, their ideas, and differences. Communicating in an open and honest manner to meet each customer's individual long-term banking needs.

Persistence - Making certain we work across business lines, utilize all available resources, and continue to develop new products and services to provide our customers with the finest banking experience.

Success - Helping our customers achieve their goals will assure the achievement of our goals.

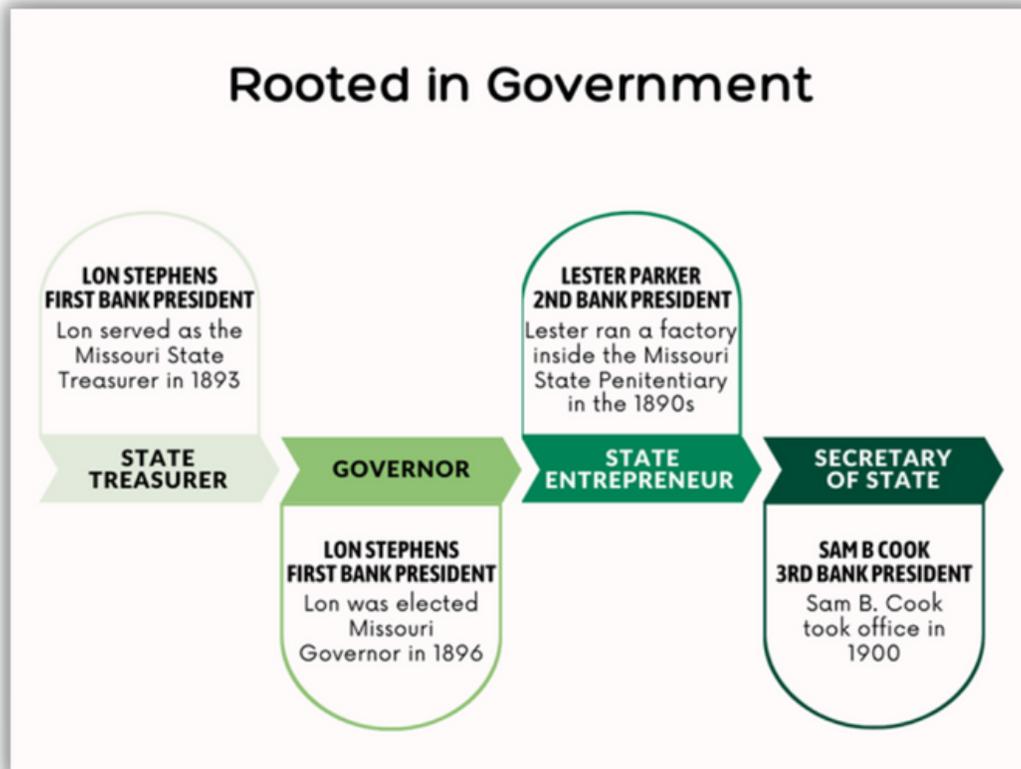
Mission

Our mission is to enhance shareholder value by focusing on the customer. We will empower well-trained, knowledgeable employees to deliver the best financial solutions and exceed customer service expectations. We will employ a disciplined, forward-thinking strategy to ensure efficient and cost-effective operations.



Rooted in Government

Central Bank maintains one of the only groups in the Midwest solely dedicated to serving the banking and investment needs of state, public fund, association, nonprofit, and other large governmental clients. Our Government Division is comprised of an elite, dedicated group of officers and financial operations experts who possess significant expertise in public funds management and institutional banking services.



Commitment

Central Bank's commitment to the Government Division is evidenced by its unparalleled government expertise, customer service orientation, customized pricing, rates and product line. The Government Division embraces one of Central Bank's 14 legendary service standards of – Know No Boundaries. Great pride is taken in finding and developing solutions and products to meet government and association needs.

Experience

Central Bank's Government Officers are seasoned project management professionals who have over 75 years combined experience in meeting the needs of government and association customers. All of the officers have direct experience in customer service, government and banking, along with community involvement experience.



Flexibility

Central Bank starts by listening to the customer's needs. If existing products or services do not meet government or association requirements, the Government Division works collaboratively with other bank departments and our own technology company, Central Technology Services, to find a solution. You will find that one of Central Bank's greatest assets is our flexibility. Because all decisions are made locally, Central Bank can accomplish tasks efficiently and effectively. One phone call to a Government Officer will set in motion the appropriate steps to resolve any issue or concern that arises.

Details of Current Proposal

Project Summary

Central Bank's eFMNP was recently developed in-house to provide an electronic, cardless program for the use of state benefit payments to participants. This program allows for secure, automated reporting to state level administrators all while providing an easy-to-use system for benefit recipients, such as at-risk senior and WIC recipients, and benefit redeemers, such as farmers and farmer's markets. Illustrated below is the solution proposed in response to this RFQ.



Verify

The eFMNP administrative system, is a web-based program that is role and security based. During the implementation phase Central Bank's project manager will work with State agency program administrators to setup the state and agency users with the appropriate security access. This will then allow access to the system using a secure login and password. The system will be used to validate eligible participants and farmers along with overall administration and reporting of the program. Eligibility will remain at the state and/or agency level. Registration options include file uploads of participants and/or farmers as well as individual registrations can be provided. Upon registration, participants and farmers will receive an email confirmation with download and program information.

Load

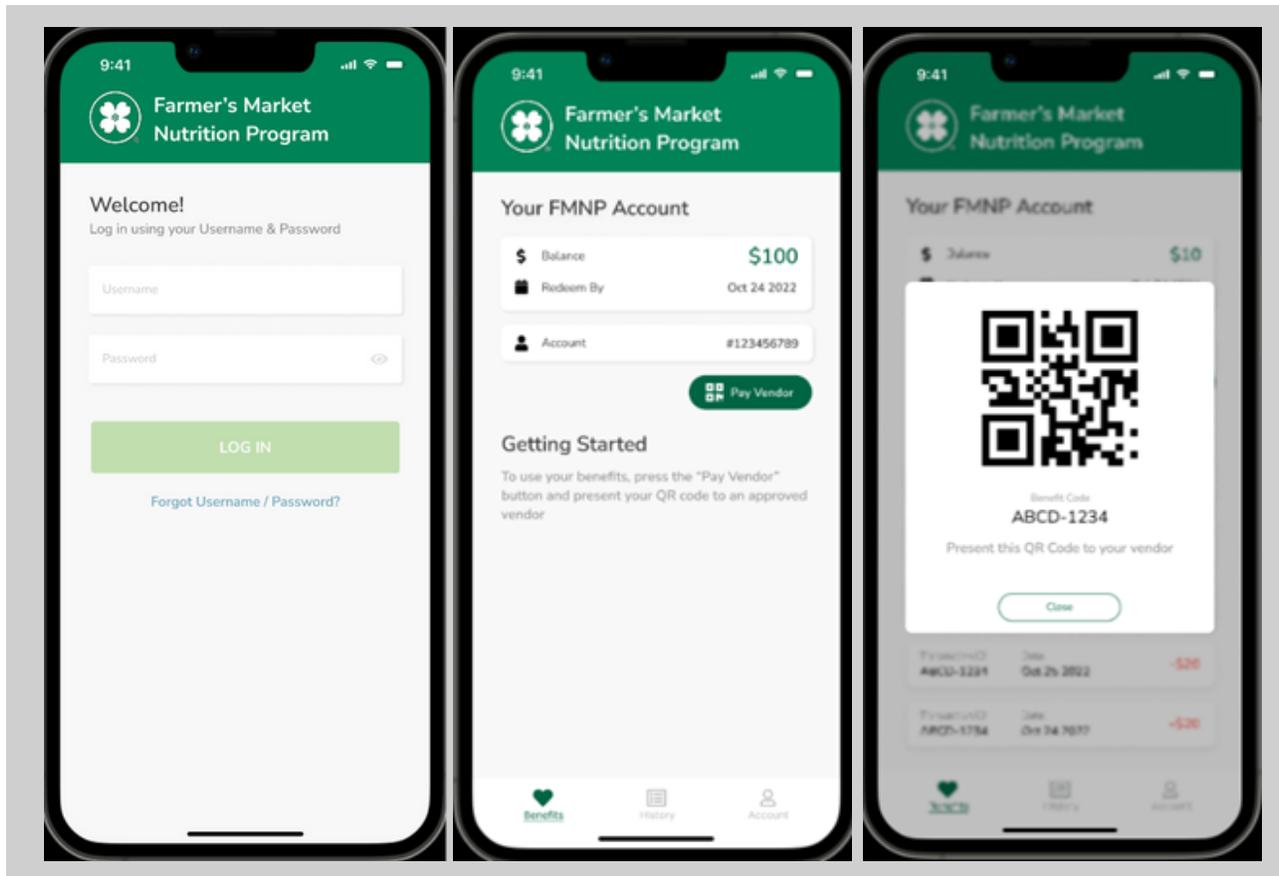
State authorized personnel will log into our web application to officially move funds to the participants' virtual wallet. This can be accomplished by individually loading each account during the registration process or via a file import or a combination of both. There are three options available for participants to access their virtual wallet.

1. They can access their account by downloading our Application from the Apple or Google Store.
2. Participants can access their account by having a printed QR Code that is provided by the State of Agency staff.
3. The State can offer participants a customizable printed card. This is an added benefit of Central Bank's eFMNP and provides an option for participants to use a card to redeem their benefits. This card will be customized to the State's program and will include a participant specific QR code that will be scanned by the farmer to access the participant's virtual account. Card costs will be incurred by the State. Providing this benefit is optional and is at the sole discretion of the State.

Regardless of the option chosen, funds will not be accessible until the start date set by the State, in the Administrative Portal for the first day the season begins.

The Administrative Portal has additional functionality available to the State for additional reporting purposes. These optional features include classifying WIC benefits in the class of service. For example, if benefits are for children, breastfeeding, etc. Another common option we have seen other States utilize is adding multiple individuals to a single account. For example, a mother and three children can be added to one account, but all information is included in the year-end reporting for USDA.





Spend

Participants visit approved Farmers/Vendors to purchase their goods. They simply choose to pay vendor from their mobile app, present their printed QR Code, or present their card.

Redeem

Once the participant is ready to purchase their goods, the farmer will open their app on their mobile device (previously downloaded; instructions for download and usage of application will be distributed at the time of yearly enrollment) and scan the participants' QR code; and enter the amount of the purchase. If the funds are available, the farmer will receive an alert for an approval from the participant. If they accept the transaction as authorized, the farmer will get a message the transaction is complete. Options are available if the State would like to have farmers classify the purchase to report the goods each participant is purchasing. If the participant rejects the transaction, the farmer will get a message that the transaction was voided. If there are not enough funds on the virtual account, the farmer will be notified at the time of purchase that the account is insufficient. By using the mobile applications, participants and farmers are able to see all their transaction history.

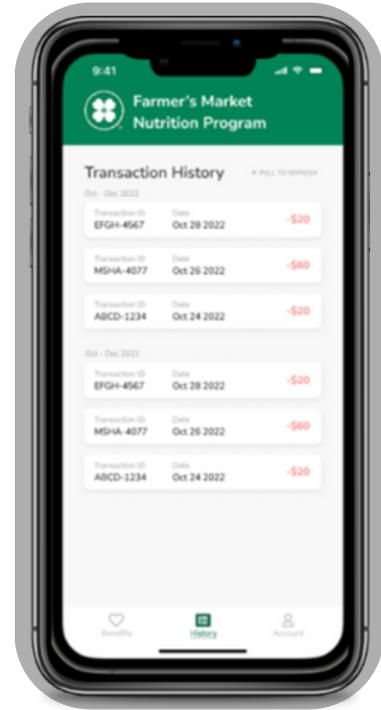


Deposit

When the farmer downloads and registers using Central Bank's application, they will be asked to provide their account information for their deposits. Daily, the system will make all necessary deposits for farmers that redeemed funds and will deposit the funds in their specified account. Once the deposits are processed, the checking accounts held at Central Bank for the State will be debited for the daily total.

Reporting

The system will have standard reporting, to include the loads by each field office, the redemptions by participant and by farmer, deposits, real-time balance reporting and an activity billing report.



Customer Support

Within the mobile application there are multiple options for participants and farmers to contact our customer service as well as self-directed account management.

Implementation

Central Bank will establish an implementation team led by Kari Less, Vice President and Brittany Allen, Project Manager, as well as team members from our Government Division, Product Managers and Developers.

Central Bank's implementation plan, which is detailed below, includes each phase of implementation and responsibilities of both the State and Central Bank. The implementation plan is to serve as a discussion agenda and can be modified as the state and Central Bank mutually work together for the best rollout.

Implementation



1. Define

- Contract Award - State of West Virginia (1 Day)
- Implementation Call - State of West Virginia/Central Bank (1 Day)
 - Introduction of teams
 - Define expectations and milestones

2. Setup

- Setup of Administrative Portal - Central Bank (5-7 days)
 - Define users - State of West Virginia
 - Setup of users - Central Bank
 - Distribution of username/passwords- Central Bank

3. Training

- Training of State Administrators - Central Bank (1 Day)
- Training of Agency Users - Central Bank (7 Days)
- Training of Farmers - Central Bank, State of West Virginia (7-10 Days)
- Development of Training Materials for Participants - Central Bank, State of West Virginia (7 days)

4. Enrollment

- Open Enrollment for Farmer's through the web-portal and mobile application.
- Enrollment of eligible participants (file upload or individual additions)

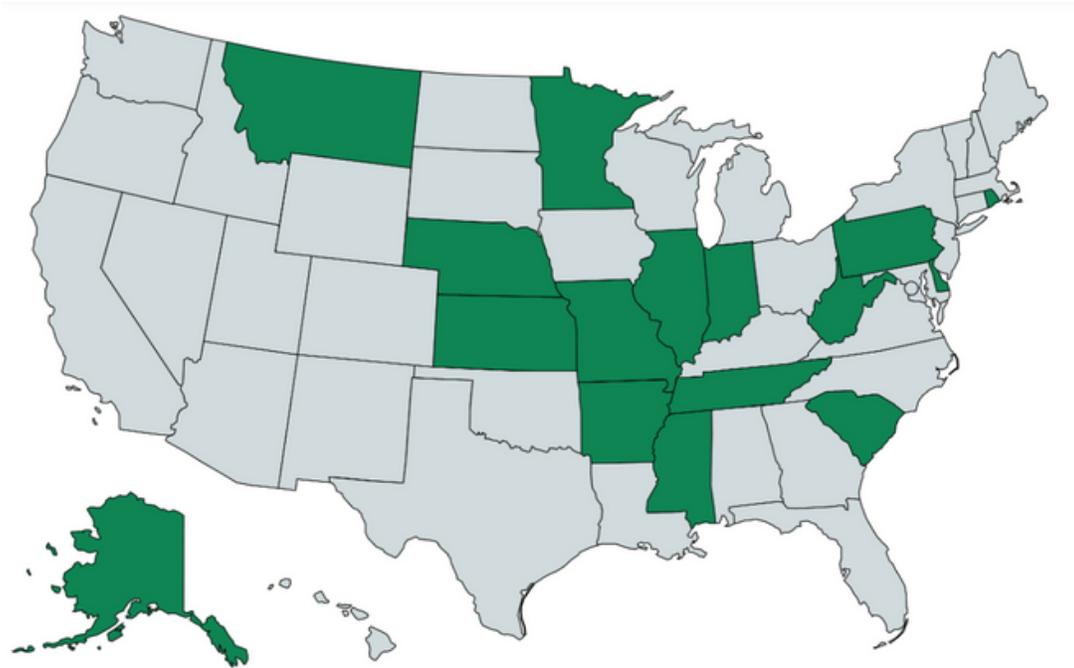
5. Deployment

- GO LIVE



References

In 2022, Central Bank delivered FMNP Program Benefits Distribution & Processing Services to the following contracted State agencies; Alaska, Arkansas, Delaware, Illinois, Indiana, Kansas, Minnesota, Mississippi, Missouri, Montana, Nebraska, Pennsylvania, Rhode Island, South Carolina, Tennessee, West Virginia. For 2023, Central Bank has signed to convert the State of Missouri's Senior and WIC programs to the new eFMNP proposed within this RFQ. We are in the bid process with many of these same states listed and continuing to provide services to our multi-year contracted states.



Team Information

Dave Meyer - SVP Government Division

Dave has over 33 years of experience in business development, financial analysis, asset and liability review, compliance, audit, retail and management. For the past 21 years, he has focused on relationship and project management dedicated to public funds, nonprofit and association customers. For over the past 16 years, he has lead the daily operations of Central Bank's Government Division team which provides unique personalized customer service, utilizing strong interpersonal skills, strong work ethic to bring the best of cash management, investment services and the latest in technology to the important clients we serve.

His management style and professionalism are key factors in the successful acquisition and implementation of various state and other public fund and association business at Central Bank. He currently serves on the following bank committees: Government, Steering, Digital Banking, and Commercial Banking Innovation, and is an Advisory Member of Central Bank's Board of Directors.

Dave earned his Bachelor of Science degree in Finance with an emphasis in banking from Missouri State University. He has passed the Certified Public Accountant Exam and is an Honors Graduate of the American Bankers Association's Stonier Graduate School of Banking at Georgetown University. Dave is active in church and civic organizations. He has served as a board member of the following organizations: United Way, Lincoln University Foundation, Missouri River Regional Library Foundation and is a member of the Jefferson City Chamber of Commerce, Association of Government Accountants, and the Jefferson City Host Lions Club.

Kari Less - VP Government Division

Kari has over 18 years of banking experience with extensive knowledge in government and public fund finance, retail services, consumer loans, customer service and project management. During her time in banking, she has working as a teller, teller supervisor, customer service representative, consumer loan officer, branch manager, business development officer, human resources officer and government and public fund finance officer. She develops and maintains financial relationships with governmental entities and interacts with state and local agencies, statewide associations and a variety of public institutions including non-profit organizations and foundations. She also responds to request for proposals to gain new business opportunities.

Meet the Team



Dave Meyer



Kari Less



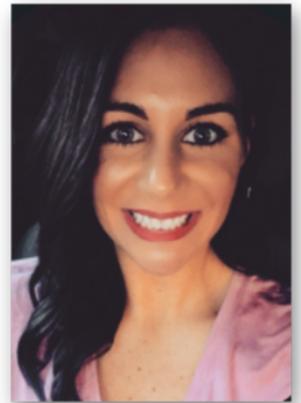
Kari received a Bachelor of Science degree in Business Administration with an emphasis in Human Resources Management from Columbia College. In 2003, she was selected as one of the University of Missouri's student ambassadors. In 2019, Kari earned the Accredited ACH Professional designation (AAP). In 2021, Kari was selected by the Missouri Banker's Association for one of the seventeen spots for the 2022 Banking Leadership Class given to upcoming leaders in the Banking Industry.

Kari is active in civic and church organizations including extensive involvement with her church. In 2017 Kari earned the MVP award and the American Red Cross Central and Northern Chapter spirit award for her involvement in the Annual Red Cross Heroes Event. In 2015, she was selected for Central Bank's Leadership 865, an innovative leadership program designed to identify and develop potential leaders for Central Bank and in February 2011 she received Central Bank's employee of the month. She is currently serving as a board member to the Young Banker's Division of the Missouri Banker's Association.

Brittany Allen- Government Account Specialist- Project Manager

Brittany has 6 years of previous banking experience and various workforce industry experience in Project Management, Marketing, and Customer Relations. She exudes high-level skills in detail-oriented work, process improvement, and research and development. She brings new perspectives and ideas to the Government Division.

Brittany received a Bachelor of Arts in Communications and Business Administration from the University of Missouri-Columbia. She has served as a volunteer for several local charities throughout Missouri including Big Brothers Big Sisters of Central Missouri , Boys and Girls Club of Jefferson City and the Super Sam Foundation: Fighting Childhood Cancer that is headquartered out of Fulton, Missouri.



Brittany Allen





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: 1163638		Reason for Modification:	
Doc Description: BANKING SERVICES FOR CLEARING OF FARMERS MARKET		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 LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000039635
 Vendor Name : THE CENTRAL TRUST BANK
 Address : 238
 Street : Madison Street
 City : Jefferson City
 State : Missouri Country : United States Zip : 65101
 Principal Contact : David Meyer
 Vendor Contact Phone: 573-634-1153 Extension:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X  FEIN#  DATE 1-24-23

All offers subject to all terms and conditions contained in this solicitation

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

INVOICE TO**SHIP TO**

AGRICULTURE
DEPARTMENT OF
ADMINISTRATIVE SERVICES

1900 KANAWHA BLVD E

CHARLESTON

WV

US

AGRICULTURE
DEPARTMENT OF
MARKETING &
DEVELOPMENT

217 GUS R DOUGLAS LN,
BLDG 2 RM 200

CHARLESTON

WV

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-01-20

SOLICITATION NUMBER: CRFQ AGR2300000015

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To provided Revised Exhibit A Pricing Page

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ AGR2300000015

Addendum 1

Answers to Vendor Questions

1. Please confirm that West Virginia plans to independently handle printing arrangements for the SFMNP Food Instruments. RP Solutions can handle printing of SFMNP Food Instruments if preferred. If you would like RP Solutions to handle the printing, we would need the following questions answered:
 - a. How many total SFMNP Food Instruments in total need to be printed?
 - b. How many total booklets are needed?
 - c. What is the value of each coupon?
 - d. For voucher booklets, do you require a cover or backer or only the vouchers in a booklet?
 - e. Do you require any printing on the back of the checks? If so, please provide specifications.
 - f. Please provide specifications on booklet size in addition to food instrument size.

Answer: WV Department of Agriculture will independently handle printing arrangements of SFMNP Food Instruments.

2. Can you please clarify what is meant by Requirement 3.1.2.8 regarding a zero-balance bank account, as the bank account must be pre-funded and carry an appropriate balance.

Answer: The account can be prefunded but will not carry a balance between seasons. An appropriate balance can be maintained as long as anticipated clearing amounts are provided in a timely manner.

3. There is an additional cost for preparing and providing the 1099-K forms for the Farmers, where would you like us to include this cost on the pricing worksheet?

Answer: Please see revised pricing page

4. On the pricing worksheet, the estimated yearly quantity is set at 5, our FMNP program currently consists of 7 months, how would you like us to indicate this on the pricing worksheet?

Answer: WV's redemption period is anticipated to run June – November (quantity 6, see revised pricing page), but quantities on the pricing page are estimated are subject to change.

5. Can the awarded vendor to pay farmer's via a weekly ACH payment (instead of Wire)?

Answer: Yes, this is acceptable

CRFQ AGR2300000015

Addendum 1

Answers to Vendor Questions

6. Can the state confirm that providing a transaction history of approved and rejected redemption transactions for the farmer via the user interface meets this requirement?

Answer: Yes, this is acceptable

7. Can the state confirm that they will fund the settlement account on the day of weekly settlement in order to pay farmers (i.e, a zero balance account vs. pre-funding an account that will carry an balance)?

Answer: The settlement account will be funded prior to, but no later than than the day of the weekly settlement

8. This requirement references daily FI clearing activity. Can the state confirm that weekly settlement is acceptable?

Answer: Weekly settlement is acceptable

9. Because FI's carry a dollar value vs. prescribed food items or categories, food item level redemption data is not easily tracked. Does reporting on dollar amount redeemed and quantity of FIs redeemed sufficiently meet this requirement?

Answer: This is standard RFQ language for the State of WV and would not apply to contract items for this RFQ as they are services rather than items.

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	\$1,500.00	1	\$1,500.00
2	YEAR 1 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly	\$30.00	6	\$180.00
3	YEAR 1-Coupon Redemption and banking fees	Per Food Instruments	\$.40	89,000	\$35,600.00
4	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	\$1.50	400	\$600.00
5	YEAR 2 PRICING-Seasonal set-up	Annual	\$1,500.00	1	\$1,500.00
6	YEAR 2 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly	\$30.00	6	\$180.00
7	YEAR 2-Coupon Redemption and banking fees	Per Food Instruments	\$.40	89,000	\$35,600.00
8	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	\$1.50	400	\$600.00
9	YEAR 3 PRICING-Seasonal set-up	Annual	\$1,500.00	1	\$1,500.00
10	YEAR 3 PRICING-SFMNP Monthly Operation and/or Program Fee	Monthly	\$30.00	6	\$180.00
11	YEAR 3-Coupon Redemption and banking fees	Per Food Instruments	\$.40	89,000	\$35,600.00
12	Cost for preparing and providing the 1099-K forms for the Farmers (if not already included in above cost)	Annual	\$1.50	400	\$600.00
	Grand Total				\$113,640.00

Vendor Name: Central Bank

Signature: _____



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 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:

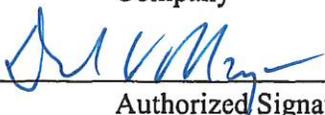
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Central Bank

Company



Authorized Signature

1-24-23

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: January 20, 2023 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Crystal.G.Hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ AGR2300000015

BID OPENING DATE: January 31, 2023

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 31, 2023 at 1:30 PM ET

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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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. 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.

13. 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.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 100,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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) **David Meyer, Senior Vice President**

(Address) **238 Madison St. Jefferson City, Missouri 65101**

(Phone Number) / (Fax Number) **573-634-1153**

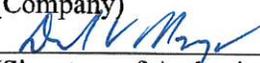
(Email address) **David.Meyer@centralbank.net**

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.

Central Bank

(Company)



(Signature of Authorized Representative)

David V Meyer SVP 1-24-23

(Printed Name and Title of Authorized Representative) (Date)

573-634-1153

(Phone Number) (Fax Number)

David.Meyer@centralbank.net

(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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Central Bank

Company _____


Authorized Signature _____

1-24-23
Date _____

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

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Banking & Auditing Services

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.

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- 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, 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 FIs will be settled weekly via a wire transfer.

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- 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.
- 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.

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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.

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,

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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.

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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 Manager: David Meyer
Telephone Number: 573-634-1153
Fax Number: 573-634-1161
Email Address: David.Meyer@centralbank.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations
	PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0811 E-MAIL ADDRESS: StLouis_CertRequest@Marsh.Com
CNI01536322-Exp-PLB-21-22 Finpro	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Central Banccompany, Inc. 238 Madison St Jefferson City, MO 65101	INSURER A: Travelers Casualty and Surety Company of America 31194
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CHI-010071957-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Bankers Professional Liability			106013906	10/31/2021	10/31/2022	Limit: 5,000,000 Self Insured Retention: 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER DHHR - Bureau for Public Health/ Office of Nutrition Services - WIC Program 350 Capitol Street, Room 519 Charleston, WV 25301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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