

Mobile and POS Wireless Devices for the State of West Virginia

Volume 2 – Cost Proposal



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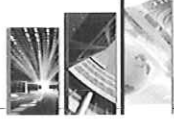
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WV PURCHASING
DIVISION

September 18, 2012
ORIGINAL

www.fisglobal.com

FIS
First in Financial Technology



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

Solicitation

NUMBER
HHR13053

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUPPLY

HEALTH AND HUMAN RESOURCES
 ADMINISTRATION AND FINANCE
 ONE DAVIS SQUARE, ROOM 300
 CHARLESTON, WV
 25301 304-558-6362

DATE PRINTED
08/21/2012

BID OPENING DATE: 09/18/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	30	EA		725-51	\$1,200.00/Each POS	\$36,000.00/30 POS
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), ADMINISTRATION & FINANCE REQUEST A QUOTE FOR AN OPEN END CONTRACT TO PROVIDE MOBILE AND POS WIRELESS DEVICES AND ASSOCIATED FEES FOR THE ELECTRONIC BENEFITS TRANSFER (EBT) PROGRAM PER THE ATTACHED SPECIFICATIONS.</p> <p>BID OPENING: SEPTEMBER 18, 2012 @ 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>WIRELESS DEVICE - AS SPECIFIED</p> <p>TO PROVIDE AN OPEN END CONTRACT FOR THE PROVISION OF WIRELESS AND MOBILE POINT OF SALE (POS) DEVICES AND ASSOCIATED FEES, PER THE ATTACHED SPECIFICATIONS.</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS.</p>						

SIGNATURE <i>Michael C. ...</i>	TELEPHONE 414-341-5188	DATE 9/13/2012
TITLE SVP	FEN 39-1506286	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
HHR13053

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 ADMINISTRATION AND FINANCE
 ONE DAVIS SQUARE, ROOM 300
 CHARLESTON, WV
 25301 304-558-6362

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08/21/2012

BID OPENING DATE: 09/18/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	30	EA		725-51	\$100.00/Each POS	\$3,000.00/30 POS
				INITIAL SET UP FEE, IF ANY		
0003	12	MN		725-51	\$45.00/Month/POS (only charged in months with transactions)	Up to \$1,350.00/ Month/30 POS
				MONTHLY SERVICE FEE, PER DEVICE		
0004	30	EA		725-51	N/A	N/A
				MOBILE DEVICE - AS SPECIFIED		
0005	30	EA		725-51	N/A	N/A
				INITIAL SET UP FEE, IF ANY		
0006	12	EA		725-51	N/A	N/A
				MONTHLY SERVICE FEE, PER DEVICE		

SIGNATURE <i>Robert Wagner</i>	TELEPHONE 414-341-5188	DATE 9/13/2012
TITLE SVP	FEIN 39-1506286	ADDRESS CHANGES TO BE NOTED ABOVE

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Solicitation

NUMBER
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PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 ADMINISTRATION AND FINANCE
 ONE DAVIS SQUARE, ROOM 300
 CHARLESTON, WV
 25301 304-558-6362

DATE PRINTED
08/21/2012

BID OPENING DATE: 09/18/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HHR13053 ***** TOTAL:						\$39,000.00 plus up to \$1,350.00/month for service fees for 30 POS

SIGNATURE <i>Roberta Wagner</i>	TELEPHONE 414-341-5188	DATE 9/13/2012
TITLE SVP	FEIN 39-1506286	ADDRESS CHANGES TO BE NOTED ABOVE

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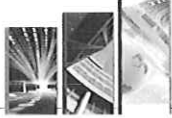


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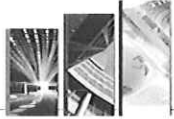


Volume 2: Pricing Pages

Our Wireless Payments Solution, developed in partnership with VeriFone and Verizon, accepts EBT, debit, and credit cards on a hold-in-your-hand VeriFone V^x 610 device. The V^x 610 uses cell phone technology, and Verizon's network provides nationwide, reliable, and high-speed telecommunications coverage. Because of top-of-the-line CDMA (Code Division Multiple Access) technology that is used to transmit wireless calls and Verizon's digital and extended network coverage, we have received rave reviews from farmers' markets that were unable to get connected with another vendor's wireless terminals. As we tell prospective markets, "If you can make a cell phone call from the location, you will be able to complete a transaction with our terminal."

Powered by POS and transaction processing software developed by FIS (which is also used by our EBT competitors), the terminal supports the full transaction set required in all of our EBT projects, including cash transactions and voucher clear. The VeriFone V^x 610 terminal itself uses CDMA-2000 1X wireless technology TCP/IP over a data-packet network—the first terminal and software to support this superior wireless technology. Always-on connectivity eliminates the time-consuming dial-up process on every transaction, ensuring that transaction response times meet or exceed FNS requirements. Support for end-to-end SSL security and 3DES encryption allows the VeriFone V^x 610 wireless terminal to set the standard for all wireless POS devices.

A detailed product sheet for the V^x 610 is included on the following pages.



BENEFITS AT A GLANCE

- Lets merchants extend the POS and process transactions anywhere, any time
- Opens new markets for you – from delivery services to outside vendors
- Ease of use and familiar software speed implementation and reduce costs
- PCI PED approved and offers end-to-end security using SSL and other protections



Portable Powerhouse

Bring the Point of Sale to the Point of Service

VeriFone's Vx 610 commands unsurpassed performance — no strings attached. Without tying your customers to a fixed location, our wireless powerhouse delivers blazing performance, high-end functionality and exceptional ease of use.

With our wireless, battery-powered Vx 610, the point of payment can be almost anywhere — merchants can instantly open an extra lane or support an outdoor market. Powered by a 32-bit processor, the all-in-one device eliminates the need for dongles and charging bases. Swiftly handling even the

most complex mag-stripe or smart card transactions, the Vx 610 uses a choice of the latest wireless technologies, such as GPRS and CDMA. And the modular design provides true investment protection, allowing modules to be easily swapped should new versions of a technology emerge.

The Vx 610's intuitive, ATM-style interface provides a familiar experience for users. And VeriFone's VeriX-based platform with SoftPay software allows you to leverage existing applications without rewriting code or

recertifying — simplifying the implementation process and minimizing your help desk costs.

Finally, the PCI PED approved Vx 610 meets the latest security standards for PIN entry. And the VeriFone name on the outside says all you need to know about the quality and reliability inside.

Vx 610





Portable Powerhouse



Vx 610

SPECIFICATIONS

Processor 32-bit microprocessor	Wireless Modem Supports Wide Area Wireless GSM/GPRS on 900/1800 MHz or 800/1900 MHz; CDMA2000 1X on 800/1900
Memory 4 MB (4 MB of Flash, 2 MB of SRAM)	Protocols Application selects between asynchronous protocols (Visa 1, Visa 2, etc) and synchronous protocols (including ISO 8583/SDLC); IP enabled with optional TCP/IP protocol stack
Display 128 x 64 pixel graphical LCD with backlighting; supports 8 lines x 21 characters	Security PCI PED approved; 3DES encryption, Master/Session and DUKPT key management, MasterCard PTS approved, VeriShield file authentication, SSL API for secured IP transactions
Magnetic Card Reader Triple track (tracks 1, 2, 3), high coercivity, bi-directional	Physical Length: 209mm (8in.) Width: 102mm (4in.) Height: 70mm (2.8in.) Weight: Device/706g (1.5lbs)
Keypad 3 x 4 numeric keypad, plus 8 soft-function keys and 4 screen-addressable keys	Environmental 0° to 40° C (32° to 104° F) operating temperature; 9% to 90% relative humidity, non-condensing
Peripheral Ports One RS-232 port and 1 IrDA port support peripherals including check readers	Voltage AC Input 100 - 240 VAC, 50/60 Hz; DC Output 8.5 - 9.4 VDC, 4.0 Amp
Printer Integrated thermal with graphics capabilities; 24 or 32 columns; standard counter-top paper roll 58 mm (2.25 in.) x 25M, single ply	
Modem Standard 14.4kbps modem (Bell 103/212a, CCITT V.21/V.22/V.22bis, 300/1200/2400/14.4k bps, synchronous and asynchronous)	

Features & Benefits

Countertop Payment with Wireless Flexibility

- Extends countertop payment to wherever consumers are, opening new market opportunities for you
- Offers a choice of the latest wireless technologies, such as GPRS and CDMA for flexible communications

Familiar, Consistent Platform

- Proven, VeriX-based platform provides seamless fit with merchant's existing VeriFone countertop devices
- Supports payment and value-added applications — application separation at both the hardware and software level minimizes or eliminates the need to recertify existing payment applications every time an application is added or modified
- Designed for optimal performance with IP-based transactions
- Dual modem design — wireless, plus dial for back-up operation — offers added dependability

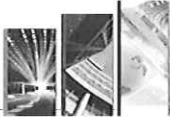
Exceptional Performance and Ease of Use

- Powerful 32-bit processing, multi-tasking and "always-on" wireless services trim transaction times to just a few seconds, even on the most complex transactions such as SSL and TLS
- File compression and high-speed IP wireless networks greatly streamline application downloads
- Industry-leading battery performance with large-capacity lithium-ion Smart Battery technology
- Intuitive, ATM-style interface, backlit display, large keys, and bold menu prompts reduce clerk errors and minimize help desk calls
- All-in-one design includes high-speed thermal printer, drop-in "clam shell" paper loading
- Standard countertop-sized paper roll minimizes inventory costs and time spent reloading paper
- Vertical, triple-track, high-coercivity card reader handles most magnetic-stripe cards

Advanced Security and Superior Reliability

- Latest security protections include advanced 3DES encryption, MasterCard PTS, Master Key/Session Key and Derived Unique Key Per Transaction (DUKPT) key management
- VeriFone's VeriShield Retain file authentication software provides tamper resistance plus unsurpassed security and protection against unauthorized access to payment devices, while also securely accommodating trusted third parties
- PCI PED approved for debit and other PIN-based transactions

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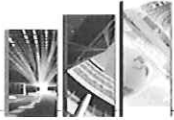


REQUEST FOR QUOTATION (WIRELESS)

HHR13053 Wireless POS Equipment

*The estimated device transaction average is 30 per month

Item #	Estimated Annual Quantity	Specifications	Type of Device	Unit Price per Device	Total Price per Device
1.	30 each	Wireless Device - as specified in RFQ.		\$1,200.00	\$1,200.00
	1-10	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Wireless	N/A	N/A
	11-20	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Wireless	N/A	N/A
	21 or more	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Wireless	N/A	N/A
2.	30 each	Initial set up fee, if any.		\$100.00	\$100.00
3.	12 months	Monthly Service Fee, per device.		\$45.00 (only charged in months with transaction activity)	\$45.00 (only charged in months with transaction activity)



REQUEST FOR QUOTATION (MOBILE)

HHR13053 Wireless POS Equipment

*The estimated device transaction average is 30 per month

Nth per device	Estimated Annual Quantity	Specifications	Type of Device	Unit Price per Device	Total Price per Device
4.	30 each	Mobile Device - as specified in RFQ.	FIS is not bidding a Mobile device		
	1-10	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Mobile	N/A	N/A
	11-20	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Mobile	N/A	N/A
	21 or more	If vendors offer a savings for purchase of multiple devices, please provide pricing here.	Mobile	N/A	N/A
5.	30 each	Initial set up fee, if any.		N/A	N/A
6.	12 months	Monthly Service Fee, per device.		N/A	N/A
		GRAND TOTAL:		\$39,000.00 plus up to \$1,350.00/month for service fees for 30 POS	

For evaluation purposes, the Grand Total will be made up of the numbered items listed above as 1 through 6. The price savings listed for volume purchases for both Wireless and Mobile Devices will be used when ordering, but not considered during evaluation.

****Award will be made to lowest bidder meeting specifications.****

Vendor Name: eFunds Corporation

Vendor Address: 11000 W Lake Park Dr

Milwaukee, WI 53224

Remit to Address: Dept 2667

Los Angeles, CA 90084-2667

Phone #: 414-341-5188

Fax #: 414-815-7112

E-mail: Ann.Ray@fisglobal.com

Signature: Michael Watkins 9/13/2012
Date

Mobile and POS Wireless Devices for the State of West Virginia

Volume 1 – Technical Proposal



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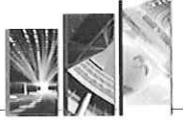
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CERTIFICATION AND SIGNATURE PAGE

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

eFunds Corporation

(Company)


(Authorized Signature)

Michael Weathers, SVP

(Representative Name, Title)

414-341-5188

(Phone Number)

414-815-7112

(Fax Number)

9/13/2012
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: HHR13053

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:

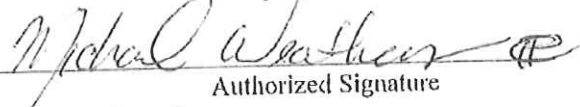
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

eFunds Corporation

Company



Authorized Signature

9/13/2012

Date

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

RFQ No. HHK13053

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: eFunds Corporation
Authorized Signature: [Signature] Date: 9/13/2012

State of Wisconsin
County of Milwaukee, to-wit:

Taken, subscribed, and sworn to before me this 13th day of September, 2012.
My Commission expires November 2, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)



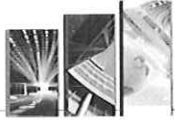
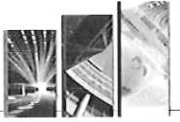


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3. General Requirements

3.1 Desired Items and Mandatory Requirements

Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired items must meet or exceed the mandatory requirements as shown below.

3.1.1 POS Device

- The State is requesting pricing for wireless POS devices capable of processing SNAP and WIC EBT, Credit, and Debit transactions, printing of receipts, and the confidential entry and encryption of the Personal Identification Number (PIN). The Vendor is expected to provide transaction acquiring, support services, training, supplies including paper for receipts, and maintenance on all devices. Pricing shall include shipping, customer service and replacement services for each POS device deployed. The Vendor's price sheet shall include pricing for wireless POS devices and/or mobile POS devices and monthly access fees, but not include transaction fees. Transaction fees shall be the responsibility of the approved Farmers' Markets. Preference will be given to Vendors capable of providing both wireless and mobile devices at the best possible pricing. However, the State also reserves the option to make multiple awards as indicated. The devices and Vendor's processing system and capabilities shall comply with industry standards for processing and security requirements and Federal Regulations for the SNAP and WIC EBT programs.
- POS devices must have the capability of printing customer receipts. Any additional equipment required to provide this service shall be included in the pricing.
- The Vendor shall prepare appropriate retailer technical and training information to assist in the deployment of POS devices.
- The Vendor shall develop and maintain a wireless POS device profile load that will enable every EBT wireless POS device to interface with the EBT host systems provided by JPMorgan Chase Bank and eFunds.
- The Vendor shall deploy wireless POS devices to retailers as directed by the FNS Retailer EBT Data Exchange (REDE) file as required. This file ensures that only authorized retailers are able to pass SNAP transactions through the system.
- The Vendor shall provide a user manual when deploying a wireless POS device.
- The Vendor shall provide a retailer support number and web access.
- The wireless POS devices shall not transmit the cardholder's account number and PIN unless the transmission is encrypted.
- The Vendor shall maintain a record, for state review, of wireless POS device failure, service, and replacement history throughout the term of the contract.
- The Vendor shall repair or replace an inoperable wireless POS device within 48 hours of initial notification of the wireless POS device failure.
- The Vendor shall deactivate wireless POS devices for retailers that have been deauthorized or withdrawn within two (2) business days of receipt of the information from the FNS REDE file.
- The Vendor shall make a good-faith effort to recover deactivated wireless POS devices from retailers within seven (7) days of wireless POS device deactivation.
- Upon request from the state, the Vendor shall deactivate a retailer's wireless POS device.



As detailed in Appendix A, FIS has provided pricing to the State of West Virginia for our Wireless Payment Solution. This solution uses the VeriFone V^x 610 wireless POS device, which is capable of:

- Processing all online SNAP (including interoperable), WIC CVB (no scanner, but can fully support farmers markets), credit, and debit transactions
- Printing receipts
- Masking a cardholder's PIN displayed on-screen
- Transmitting the PIN in encrypted format

The V^x 610 contains a 32-bit microprocessor and has a triple track magnetic stripe reader, smart card reader, internal PINpad, and integrated thermal printer. Other V^x 610 features include:

- Internal wireless modem supporting GSM/GPRS, CDMA, and Wi-Fi
- Large capacity lithium-ion Smart Battery technology
- Built-in dial-up modem for downloading when the device is moved to a location with a phone line
- Security capabilities, including:
 - Advanced 3DES encryption
 - Master Key/Session Key and Derived Unique Key Per Transaction (DUKPT) key management
 - VeriShield file authentication
- Tamper resistant cover

A detailed product sheet for the V^x 610 can also be found in Appendix A.

FIS' Wireless Solution

FIS will provide transaction acquisition, support services, training, supplies, and maintenance on all V^x 610 devices. Everything needed to install and use the V^x 610 (paper for receipts, manual vouchers, and cables) will be included with the device when initially mailed to the farmers' market. Rather than continuing to provide receipt paper and manual vouchers, we have found it more cost effective to reimburse a retailer. If agreeable with the State, we will reimburse the West Virginia farmers' markets for these items.

FIS confirms our pricing includes the POS device, shipping, customer service, replacement service, and monthly access fees. We will contract with the individual farmers' markets for transaction fees. To encourage participation, we can work with a farmers' market association or similar group to develop group pricing for transaction fees. We understand that the State also reserves the option to make multiple awards in order to get the best possible pricing for their wireless project.

The FIS processing system and capabilities and the V^x 610 devices are fully compliant with industry standards for processing and security, as well as with all federal regulations. The FIS processing system and capabilities and the V^x 610 devices will also comply with all changes, updates, revisions and policy interpretations of all industry standards, and with all state or federal law applicable to EBT processing.

Printing Receipts

With its own built-in printer, the V^x 610 is a complete device, so no additional equipment is needed. Receipts can be quickly printed (18 lines per second) on a standard countertop paper roll. The printer is designed so that the paper roll is simply dropped in for quick and easy replacement. This design feature also help eliminate paper jams.

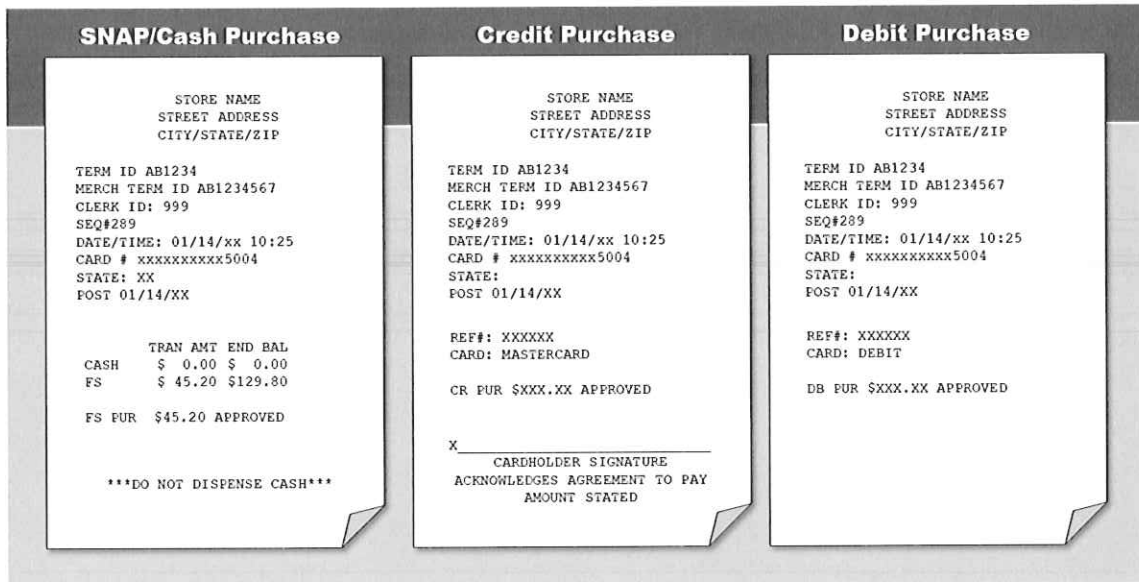
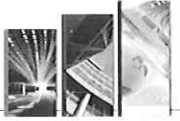


Figure 1 Sample Wireless POS Receipts

Training Materials

All technical and training materials furnished to West Virginia farmers' markets throughout the life of the contract are FNS-approved. The following written technical and training materials are included with each V^x 610 device mailed to a farmers' market:

- *Wireless POS Procedures Manual (User Guide)*
- *Quick Reference Guide*
- Manual voucher processing procedures

System Interface

FIS was the first to develop, and is still the only company to offer, a full EBT transaction set POS profile load for a wireless device. This profile load is fully compatible with our EBT host system, as well as JPMorgan's system. In fact, JPMorgan, as well as our other competitor, Xerox (formerly ACS), currently use our profile load for their wireless POS solutions.

Authorized Retailers

FIS currently interfaces with the REDE system to maintain the FIS Merchant Management System (MMS) database of authorized retailers. West Virginia farmers' markets will be added to the MMS database as they become FNS-authorized. Once added to the MMS database, we will contact the farmers' market for a contract and shipment of the wireless devices.

Retailer Support

West Virginia farmers' markets will have access to the feature-rich FIS Retailer Service Center and Retailer Portal web site 24/7. The Retailer Service Center, comprised of an IVR System and Customer Service Representatives, is available via a toll-free number. The Retailer Portal can be accessed at www.ebtEDGE.com.



Encryption

No data, including a cardholder's account number or PIN, are transmitted in the clear. All transmissions from a V^x 610 to the host system are encrypted using the Secure Socket Layer (SSL) cryptographic protocol. The SSL protocol uses sophisticated algorithms to encrypt the data being transmitted. In addition, the PIN is encrypted using the Triple Data Encryption Standard (3DES) within the PINpad before transmission. Hardware encryption keys are loaded into all V^x 610 PINpads. VeriFone has developed PIN injection software, MKI-XLR, which allows injection of the encryption keys into the PINpad via a PC. This process provides for a secure exchange of the encryption keys.

Maintenance Reporting

The V^x 610 is a reliable device with a tested life cycle of five years. In the unlikely event that a V^x 610 does fail, FIS tracks the number of these events, and the service and replacement efforts involved. FIS will work with the State to create an on-demand report containing all desired data.

POS Replacement

An inoperable V^x 610 will be repaired or replaced within 48 hours of initial notification. If a replacement device is mailed, FIS will call the farmers' market to verify that the replaced device has arrived and is working properly.

Unauthorized Retailers

As previously stated, FIS currently interfaces with the REDE system to maintain the MMS database. If a West Virginia farmers' market is reported by FNS as withdrawn or disqualified, FIS will deactivate the farmers' market within 48 hours of the notification. FIS will also deactivate any farmers' market at the request of the State. After a farmers' market has been deactivated, FIS will make a good-faith effort to recover the deactivated wireless POS devices within seven (7) days of deactivation.

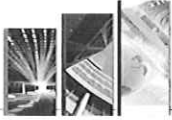
3.1.1.1

All devices deployed by the Vendor for the purpose of processing EBT transactions shall meet the operational requirements of the EBT system and support the full EBT transaction set. The device must provide for visual verification of the transaction message before positive action is taken by the cardholder to release the message for authorization and settlement. The POS device must identify the benefit type and household member's account number that is a truncated primary account number (PAN) or a coded transaction number must be included on the receipt. All devices deployed by the Vendor must comply with the Quest Operating Rules as promulgated by the Electronic Benefits and Services (EBS) Council of the National Automated Clearing House (NACHA).

All V^x 610 devices sent to West Virginia farmers' markets will be fully compliant with the operational requirements of the EBT system. Each V^x 610 sent will be loaded with FIS' full EBT transaction set POS profile for a wireless device.

With a large backlit display area that can be seen in all lighting conditions, a cardholder will be able to easily view a transaction message on the V^x 610. Once viewed, the cardholder will either transmit or cancel the transaction.

The benefit type and a truncated PAN are shown on the V^x 610 display area. The information printed on the receipt meets all transaction receipt requirements documented in the *EBT ISO 8583 Processor Interface Technical Specifications Manual* and includes the following:



- Date
- Merchant name and location
- Transaction type
- Transaction amount
- Remaining balance
- Truncated account number

The V^x 610 complies with all Quest Operating Rules, as promulgated by the Electronic Benefits and Services (EBS) Council of the National Automated Clearing House (NACHA).

3.1.1.2

Vendor must describe the geographic areas covered by their service and the type of coverage.

The V^x 610 wireless payments solution was developed in conjunction with VeriFone Systems, Inc. and Verizon Communications Inc. to be a hold-in-your-hand wireless POS device. The Vx 610, using cell phone technology and connected to Verizon's nationwide network, provides reliable high-speed telecommunications coverage anywhere in West Virginia.

3.1.1.3

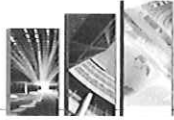
Regulations to be followed include but are not limited to FNS Security Guidelines Handbook, 31 CFR, Part 210, OMB Circular A-87, 45 CFR, Part 74, 7 CFR, Part 276 and 7 Code of Federal Regulations Seven (7 CFR), 7 CFR, Part 246, ADP Security Program, USDA Food and Nutrition Service Final Rule 7 Part 246 Special Supplemental Nutrition Program for Women Infants and Children

FIS complies with the Security Guidelines Handbook, 31 CFR, Part 210, OMB Circular A-87, 45 CFR, Part 74, 7 CFR, Part 276 and 7 Code of Federal Regulations Seven (7 CFR), 7 CFR, Part 246, ADP Security Program, USDA Food and Nutrition Service Final Rule 7 Part 246 Special Supplemental Nutrition Program for Women Infants and Children, as well as any FNS operating standards not listed. Also, FIS will adhere to all changes, updates, revisions, and policy interpretations of any state or federal law that is applicable to EBT processing.

3.1.1.4

All equipment purchased with funds authorized by this agreement is the property of the West Virginia Department of Health and Human Resources and shall revert back to the Department at the end of the agreement.

FIS agrees that all equipment purchased with funds authorized by this agreement is the property of the West Virginia Department of Health and Human Resources and shall revert back to the Department at the end of the agreement.



3.1.2 Wireless Access

3.1.2.1

The State is seeking pricing for monthly fees related to wireless access/service as well as any one time charges and start-up fees.

Pricing for monthly fees related to wireless access/service, as well as any one time charges and start-up fees, are detailed in our separate cost proposal.

4. Contract Award

4.1 Contract Award

The Contract is intended to provide Agencies with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

FIS is aware that the State of West Virginia will award this Contract to the Vendor who is able to provide Agencies with wireless POS devices that meet the required specifications for the lowest overall cost. FIS is proud to present our FIS Wireless Payments Solution to the State of West Virginia. A description of the FIS Wireless Payments Solution, along with our best offer price, is detailed on the Pricing Pages located in our separate cost proposal.

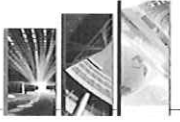
4.2 Pricing Pages

Vendor should complete the Pricing Pages by providing a detailed product sheet identifying the device being bid with its detailed features listed such that it verifies that the equipment bid meets the specifications of this RFQ. 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 Desired 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

As required by the State, FIS has completed the Pricing Pages and included them in our separate cost proposal. We have also included a detailed product sheet for our proposed wireless POS device, the VeriFone V^x610, in the cost proposal as well.



5. Ordering and Payment

5.1 Payment

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

FIS will accept payment in accordance with the payment procedures of the State of West Virginia, including the West Virginia Purchasing Card. FIS understands that payment in advance is not permitted under this Contract.

6. Delivery and Return

6.1 Delivery Time

Vendor shall deliver standard orders within two weeks after orders are received or two weeks after receipt of the FNS authorization notice for newly certified Farmers' Markets. Vendor shall deliver emergency orders within two working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met

As requested by the State, FIS will ship and deliver standard orders of wireless POS devices within two weeks of order placement by the Agency or two weeks after receipt of FNS authorization of newly certified Farmers' Markets. All emergency orders will be delivered within two working days after orders are received. There is no minimum delivery quantity for wireless POS devices.

6.2 Late Delivery

The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

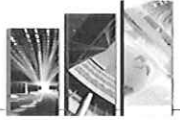
Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

FIS will notify the Agency in writing should there be a delay in delivery of wireless POS devices. We understand that a the Agency reserves the right to cancel a delayed FIS order and may obtain the desired items from a third party if approved by the State's Purchasing Division.

6.3 Delivery Payment/Risk of Loss

Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

FIS will deliver wireless POS devices F.O.B destination to the Agency's designated location, which means FIS will pay for standard order shipping costs. FIS confirms that the cost of standard order delivery charges are included in our bid pricing. We will not charge the Agency separately for standard delivery.



For emergency orders, FIS will invoice the Agency the delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items

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

Should the Agency deem the delivered wireless POS devices unacceptable (defined as visibly damaged, electronically faulty, or that do not function according to industry standards), the Agency has the right to return the unacceptable items to FIS at our expense and with no restocking charge. Within five (5) days of notification of unacceptable items from the Agency, FIS will send a return mailer to the Agency and make arrangements for the return. FIS will also allow the Agency to arrange for the return of the unacceptable item(s). If the Agency arranges the return, we will reimburse the Agency for delivery expenses. Should the Agency need packaging for returns, FIS will supply appropriate packaging upon request.

FIS confirms that all returns of unacceptable items will be at FIS' expense (F.O.B.the Agency's location). At the Agency's discretion, FIS will either replace the returned product or the Agency will receive a full credit or refund for the purchase price.

6.5 Return Due to Agency Error

Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Any items ordered in error by the Agency may be returned for full credit within 30 days of receipt at the Agency's expense. FIS agrees that any restocking fee for items not in a resalable condition will be the lower of our customary restocking fee or 5% of the total invoiced value of the returned items.

7. Miscellaneous

7.1 No Substitutions

Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.

FIS guarantees that we will not substitute the VeriFone Vx610 POS terminals that we have bid to West Virginia with any other item unless pre-approved by the West Virginia Purchasing Division. And, if new equipment is proposed to the State, we will ensure that it will only be an upgrade from the Vx610s.



7.2 Vendor Supply

Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

As the market leader in wireless payment solutions for farmers' markets, FIS has, at any given time, more than sufficient inventory of VeriFone Vx610 POS terminals to fulfill our obligations to this contract.

7.3 Reports

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.

FIS will provide the State Agency with quarterly reports and annual summaries showing the items you purchased, quantities of items purchased, and total dollar value of the items purchased. FIS will also, upon request, provide a report that shows 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.

7.4 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.

FIS will assign our West Virginia e-WIC Account Manager, **John Schmidkofer**, to be your contract manager and to be responsible for overall project performance and contract compliance throughout the term of the contract. Mr. Schmidkofer has proven, successful, ongoing project and account management experience and comprehensive knowledge of EBT requirements and functional areas. Mr. Schmidkofer is currently the account manager for the Tennessee and Washington D.C. EBT Projects and the West Virginia e-WIC Project. In this current role, Mr. Schmidkofer is responsible for the business development and project oversight of all EBT maintenance activities, including issues surrounding the FIS ebtEDGE System, change requests, merchants, clients, customer service, training, deliverables, documentation, and card issuance. Furthermore, he manages contract compliance, coordinates contract amendments, negotiates issues, and ensures accountability for his states.

Mr. Schmidkofer will be available during normal business hours to address any customer service or other issues related to this Contract.