



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

# Request for Quotation

RFQ NUMBER
WIC80480

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - NUTRITION SERVICES  
  
 350 CAPITOL STREET, ROOM 519  
 CHARLESTON, WV  
 25301-3717 304-558-0030

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2006				

BID OPENING DATE: 12/11/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		964-04		
BANKING AND AUDITING SERVICES						
<p>CONTRACT TO PROVIDE BANKING AND AUDITING SERVICES FOR THE CLEARING OF WIC AND FARMER'S MARKET NUTRITION PROGRAM FOOD INSTRUMENTS BETWEEN WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF NUTRITION SERVICES, WIC PROGRAM AND THE DEPARTMENT OF AGRICULTURE, MARKETING AND DEVELOPMENT DIVISION FOR THE PERIOD OF AUGUST 1, 2007 TO JULY 31, 2008 AS PER THE ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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 25301-3717 304-558-0030

DATE PRINTED 11/08/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/11/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, NOVEMBER 17, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>*****            PLEASE NOTE: BID BOND REQUIRED WITH BID.            *****</p>						

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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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<p>REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF</p>						

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<p>PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION</p>						

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PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----ROBERTA WAGNER/ FILE 22----- RFQ. NO.:-----WIC80480----- BID OPENING DATE:-----12/11/2006----- BID OPENING TIME:-----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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***** THIS IS THE END OF RFQ WIC80480 ***** TOTAL:						

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## **Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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### **Purpose:**

To obtain an experienced WIC Banking contractor to provide banking and auditing services for the clearing of Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Farmers Market Nutrition Program food instruments (FI). The federal programs require the State WIC Program (hereinafter referred to as WIC) acquire services from a banking institution (hereinafter referred to as Vendor), to act as a clearinghouse for the food instruments issued to participants. The services required include maintenance of an account(s) against which the food instruments are processed as well as other related services.

On July 31, 2007, the current banking contract will phase out with current food instrument draft stock and the new Vendor will start with new food instrument stock. The changeover must be completed by October 31, 2007 without loss of information, downtime, or service to participants.

**Location:** Agency is located at 350 Capitol St., Room 519, Charleston, WV 25301

### **SPECIFICATIONS**

#### **Section A - General Requirements:**

Successful vendor shall provide banking and auditing services for the clearing of the WIC and Farmers Market Nutrition Program food instruments which meet WIC's requirements and all current State and Federal requirements. (See Attachment A for Federal Register reference for WIC Food Instrument requirements and Attachment B for Background Information)

1. The Vendor shall provide services that meet WIC's requirements and will do the following:
  - a) **Data File Transmittal:** The Vendor must provide a secure FTP (File Transfer Protocol) site to transfer data and electronic reports to and from the bank and State WIC Office.
  - b) **Security Design and Safeguard Features:** Include design features that safeguard against fraud, abuse and waste.
  - c) **Right to Privacy of Participants:** Protect the right of privacy of WIC participants.
  - d) **Use of Tested State-of-the Art Techniques:** Use tried and State-of-the-Art techniques as opposed to untested technology that may or may not be successful.
  - e) **Internet based FI image retrieval and search system** to provide the WIC Program with the ability to view and search on-demand various data fields or gather information and report on FI data, various programmatic information and associated Vendor information. Searches should be available for a minimum Vendor Number, Vendor Class, FI's (range and a list of numbers), Draft Status, Rejection Reason, Draft Type, Food Code, WIC ID, Local Agency/Site, Exception Handling, 1st date to spend, Paid Date (single or range), WIC Condition, % of Max Range, Amount Range, Calculate Average by Draft type of draft types or Vendor class selected. The search result should be downloadable to a spreadsheet. On-Line images should be able to be retrieved from the search result. Vendor will also provide the WIC Program a monthly CD/DVDs of all draft images both front and back.

## Banking and Auditing Services for WIC and Farmers Market Nutrition Program

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- f) The Vendor shall have three years experience in providing banking and auditing and clearinghouse services for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Farmers Market Nutrition Program food instruments. Vendor must provide an organizational chart for this project and identify key personnel assigned to this project with resumes as to qualifications and experience, including their licenses, credentials, and experience in banking and auditing service tasks.

The Agency reserves the right to reject any staff proposed or latter assigned to the project, and require the successful Vendor to remove them from the project.

2. Project staff meetings shall be scheduled as often as needed to resolve special project problems by the WIC Project Manager throughout the life of the project. At a minimum, Vendor's Project Manager and Operations Manager shall attend project meetings. These meetings shall be called at the discretion of the WIC Project Manager or the State. Attendance is mandatory. Meetings will be held at the WIC offices in Charleston, West Virginia.
3. Vendor must state that on August 1, 2007 all required contractual services will be available and operational to the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Farmers Market Nutrition Program.
4. Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.
5. **Daily transfers of funds** will occur in the following manner:
  - a) For same day wire payment, a FAX/Email invoice (for both WIC and FM) of daily FI clearance activity will be submitted to DHHR\Cash Management by 10:00 A.M. EST daily. FAX/Email invoices received after 10:00 A.M. EST will be considered next day business. This deadline **cannot and will not** be moved. **Nor will the checking account be pre-funded.** Email invoices must have electronic signature, contain all FI clearance activity and be sent to at least three Cash Management staff members and to the Agency to ensure receipt and processing of invoice.

If payment to the bank is not made same day due to the fault of the State, the Vendor will be able to charge the State interest on the outstanding funds only. This interest charge will be paid with State funds only. Below is a list of days (but not limited to) in which we can plan on the account being overdrawn. These days are State employee holidays in which the banking system is still operating.

May	-	2 <sup>nd</sup> Tuesday when General Election is held.
June 20	-	West Virginia Day
October	-	Columbus Day if banks are open.
November	-	2 <sup>nd</sup> Tuesday when General Election is held. Friday after Thanksgiving.

- b) The daily invoice must include the number of FI's clearing the bank on that day along with the total respective amount. This will be a gross amount.

## Banking and Auditing Services for WIC and Farmers Market Nutrition Program

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Next, gross rejected draft numbers and amounts will be listed by day and applied as a credit to the gross daily clearance. **ONLY THE NET FI ACTIVITY AMOUNT WILL BE TRANSFERRED.**

Farmers Market Nutrition Program activity must be identified separately or a separate daily invoice and meet the 10:00 A.M. EST deadline.

### Section B - Scope of Work:

#### **TASK 1**

The Vendor must perform the proper manual and automated edit activities to make it possible to identify food instruments to be rejected for the following reasons. Rejection codes are identified below. Vendor will have to provide a rubber stamp for each rejection code- (See Draft Rejection Stamp Messages, Attachment C). FI may have more than one rejection reason.

- 1) Post and Stale dates. Bank process date used as the redeemed date for all date calculations.  
REJECTION CODE: D, message - EARLY REDEMPTION;  
REJECTION CODE: E, message - STALE DATE
- 2) Over "not to exceed" value of FI. This is a maximum price for drafts types by Vendor class. Currently no drafts can be over \$500.  
REJECTION CODE: C, message - EXCEEDS DRAFT MAXIMUM
- 3) Over reasonable dollar amount for food items listed on FI  
REJECTION CODE: B, message - EXCEEDS CURRENT PRICE EDITS
- 4) Voided as lost, stolen, or damaged FI  
REJECTION CODE: A, message - STOP PAYMENT
- 5) FI previously rejected and cannot be redeposited. Only FI=s previously rejected for missing or illegible stamps may be redeposited.  
REJECTION CODE: Z, message - PREVIOUSLY REJECTED
- 6) Alterations including pencil entries, chemical alterations (e.g. 'white out'), etc.  
REJECTION CODE: I, message - PRICE CHANGED INCORRECTLY  
J, message - ALTERED DRAFT  
L, message - PENCIL ENTRY
- 7) Data missing, illegible or counterfeit Vendor number stamp  
REJECTION CODE: K, message - UNREADABLE VENDOR STAMP  
F, message - MISSING VENDOR STAMP

Prior to rejecting a draft for "Missing Vendor Stamp" data missing, illegible or counterfeit Vendor number stamp, Vendor will review the back side of the draft to see if the proper Vendor can be determined from the back. If it can be determined, the staff will input the missing Vendor Stamp number and process the draft through all other edits.

## Banking and Auditing Services for WIC and Farmers Market Nutrition Program

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- 8) Missing signatures  
REJECTION CODE: G, message - SIGNATURE MISSING
- 9) Encoded ID number of redeeming Vendor is not authorized number. The encoded ID number is the four digit Vendor number that is stamped on the drafts by the Vendor.  
REJECTION CODE: H, message - UNAUTHORIZED VENDOR
- 10) Previously Paid.  
REJECTION CODE: Y, message - PREVIOUSLY PAID. THE DRAFT SERIAL NUMBER HAS BEEN PAID
- 11) Counterfeit Stamp - Any stamp that does not contain the words WV WIC and a four-digit Vendor number.  
REJECTION CODE: M, message - COUNTERFEIT STAMP
- 12) Encoding Error - Bank of first deposit encoded the MICR amount incorrectly  
REJECTION CODE: N, message - ENCODING ERROR

To perform the above services, WIC will furnish the Vendor a FI master file tape or data transmittal and Vendor file, daily (issued) and a food cost file in data transmission format agreed to by both parties. The food cost file is a file that is sent quarterly or when new prices are desired to go into effect. It consists of a record for each draft type with a maximum price for each Vendor class for that draft type. The draft type is provided with the daily issuance records. The Vendor class will be provided on the Vendor transmission file. WIC will supply the Vendor with an authorized Vendor listing data transmission once a month or on-demand as needed. The Vendor shall transmit to WIC on a daily basis, a copy of the FI master file showing accepted and unaccepted items of automated food instruments and Automated Clearing House (ACH) transfers. Should the Vendor err in negotiating an item(s) (e.g. accept a FI for payment that should have been rejected according to the stipulated edits), the Vendor shall absorb the costs of its error(s), unless the error was caused by erroneous data provided by WIC to the Vendor, in which case WIC will absorb all reasonable costs incurred in correcting the error.

### **TASK 2**

Vendor will lookup the vendor number using the endorsement on the back of the draft presented that has a missing or illegible vendor stamp. If number can be determined, the draft will be paid as long as it does not fail any other edits.

### **TASK 3**

Vendor will key Draft type and First Date to Use from the front of any WIC FIs presented that does not have issuance data on file. The two data elements captured will be used to determine if the FI should be paid or rejected.

### **TASK 4**

All WIC FIs are to be visually checked to see if stock serial (red) and PC generated serial (black) draft numbers 'do not' match. If this occurs, drafts are not to be rejected back to the Vendor but brought to WIC's attention.

FIs that are rejected for MICR errors must follow the same visual edit as detailed in the above. These drafts should be processed with data provided from the issuance file using

**Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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black numbers (system assigned) not red (preprinted) numbers.

**TASK 5**

Replacement of rejected vouchers will be automated to allow reimbursement using the same check number previously used when they were originally rejected. A different paid record type will be used to differentiate between normal paid items and voucher replacement paid items. Reimbursements to Vendors by ACH transfers are to be handled by banking Vendor. If multiple reimbursements are due to various stores within a chain/corporate office, the reimbursements are not to be consolidated and sent to one corporate bank account. Only FI's rejected by the bank and replaced by the State WIC Office are to be processed by ACH transfer.

ACH transactions for replacement FI's will be generated at least weekly. The bank will process the replacement FI's by ACH transfer and mail to the Vendor a detail listing of rejected vouchers indicating if they were paid or not paid and the date paid. The same statements should be provided to the Agency in the daily report transmittal file along with the ACH Summary Reports.

**TASK 6**

The Vendor shall return all rejected FI's to Vendors through the banking system. These FI's are to be clearly identified as to each reason for rejection and appropriate alternative action. (See Draft Rejection Stamp Messages, Attachment C).

The Vendor shall provide electronic wire transfer services for transferring funds to the funding account and for any rejected food instruments which shall be returned to the food Vendor's bank of original deposit. This service must comply with all the requirements to the Federal Cash Management Act.

West Virginia State Treasurer's Office will wire required funding to the bank pre-sentment account daily.

**TASK 7**

The Vendor shall transmit via data transmittal to WIC daily (as per Section A, General Requirements, 1-a), and follow with a hard copy (may also be done with FTP secure site) of all processed items showing serial number, amount paid, date paid, and Vendor ID number. The data transmittal shall also include data for all rejected drafts including rejection reasons.

**TASK 8**

The Vendor shall supply to WIC the Food Instruments (FI's) for WIC and Farmer's Market Nutrition Program (FMNP) printed on appropriate ledger weight paper, designed to WIC's specifications. The Vendor must provide laser printed labels for each box to include the beginning and ending FI number contained therein with the box number. Both of these will be encoded with a scannable bar code. Sample copies of both the participant FI and shipping label are included as Attachments D & E. Quality of FI stock cannot be changed without prior written approval of the State.

FI stock measures three and one-half inches (3 ½" ) in height and eight and one-half inches (8 ½") in length which includes the attached check stub. Weight of check stock should be at least ledger weight. Sample of WIC and FMNP FI's are attached. These samples include a Vendor stamp.

**Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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WIC FI stock will be requested in approximate lots of 1,000,000.  
FMNP FI stock will be requested in approximate lots 50,000.  
SFMNP FI stock will be requested in approximate lots of 200,000.

**TASK 9**

The Vendor must purchase and print all FIs stock at the request of the State. The Vendor will be notified of the exact time and date for the delivery to the State storage area. A FI packing slip will be sent to the State which will include the beginning and ending FI numbers and box numbers of all FI's shipped.

Invoices for printing and shipping of drafts are passed through to the Office of Nutritional Services. Therefore, Vendor shall attach a copy of their supplier's invoices to their monthly invoice for banking services.

**TASK 10**

The Vendor must data enter and verify (keying and key verifying) the four (4) digit WIC and three (3) digit FMNP Vendor stamp code to redemption and rejection records.

**TASK 11**

When MICR-line errors occur, if the original redeemed FI was the one in error, the redemption record MUST be sent with redemption record of what the FI should have been with a redemption code indicating MICR error.

**TASK 12**

The State must have the capability to send correction transactions to the Vendor to perform such things as unvoiding FI's that were erroneously sent to the Vendor as voids.

**Task 13**

All Farmers Market Nutrition Program (FMNP) Food Instruments (FI) will be preprinted (not client specific) with a \$2.00 redemption value. They will be a different color than the normal WIC FI and passed out at the WIC clinics. FMNP FI's must clear through a different bank account than WIC FI's. Monthly charges for the FMNP account must be identified separately from the WIC account on the monthly invoice.

There will also be a second FMNP FI for the Senior Farmers Market Nutrition Program. This FI will be a different color than the WIC FMNP FI and must have a separate bank account. Monthly charges for the Senior Farmer Market Nutrition Program account must be identified separately from the WIC and WIC FMNP account on the monthly invoice

The only edit for FMNP drafts will be for missing Vendor stamp and signature. These rejects will be returned to the Vendor through the banking system.

**TASK 14**

During close-out of each Federal FY (October - February), the Vendor will provide activity reports to WIC splitting the daily clearing WIC activity of all FI's between the two Federal FY's. This report can be provided monthly.

**TASK 15**

The State requires the zero balance bank account be maintained for the daily FI clearing activity.

## **Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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### **TASK 16**

The Vendor will be required to bid by the following record retention schedule for all cleared FI's:

Actual drafts - 90 days from end of month redeemed  
 Either DVD /CD-ROM or On-line access (front and back) - 3 years  
 (If CD-ROM technology is used, Vendor must supply State with DVDs/CDs)

### **TASK 17**

The Vendor will provide a secure on-line method for WIC staff to review and print draft images of redeemed and rejected drafts. These images should be available within 7 days of redemption or rejection of the draft. DVD/CD-ROMs should be provided of these images on a monthly basis. This is for WIC and FMNP drafts.

### **TASK 18**

The Vendor will provide an on-line secure method for WIC staff to look up draft status for a specific draft or drafts that meet multiple search criteria. The search criteria should include at a minimum the following. Vendor Number, Vendor Class, FI's (range and a list of numbers), Draft Status, Rejection Reason, Draft Type, Food Code, WIC ID, Local Agency/Site, Exception Handling, 1st date to spend, Paid Date (single or range), WIC Condition, % of Max Range, Amount Range, Calculate Average by Draft type of draft types or Vendor class selected. The search result should be downloadable to a spreadsheet. On-Line images should be able to be retrieved from the search result table. This On-Line site should also give a daily summary of all drafts processed by day.

### **TASK 19**

A secure FTP site will be setup for WIC to transmit and retrieve banking files. WIC will transmit issuance data to this site daily, Vendor file (monthly or more frequently if needed), and maximum draft type amount file (quarterly or more frequently if needed). The Vendor will place the redemption/rejection paid file (daily), the reports file (daily), and a monthly report summary file on this site for WIC staff to retrieve.

### **Terms and Conditions:**

**Conflict of Interest:** Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**Prohibition Against Gratuities:** Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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**Certifications Related to Lobbying:** Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent Vendor 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 RFQ and resulting contract. Neither the Vendor nor any employees or Vendors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**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; (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 laws.

**Transition of Services:** Upon expiration, termination, or cancellation of the contract, the vendor shall assist the State Agency to insure an orderly transfer of responsibility and/or continuity of those services required under the terms of the contract to the Agency or an organization designated by the State Agency, if requested in writing.



**Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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**Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

**Compliance with Laws and Regulations:** The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**Subcontracts/Joint Ventures:** The Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

**Term of Contract & Renewals:** This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**Non-Appropriation of Funds:** If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**Contract Termination:** The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation.

**Changes:** If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and

**Banking and Auditing Services for WIC and Farmers Market Nutrition Program**

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conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

**Invoices, Progress Payments, & Retainage:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**Record Retention (Access & Confidentiality):** Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

**Special Terms and Conditions**

**Bid and Performance Bonds:** A Bid bond is required in the amount of \$50,000. Vendor is required to furnish a Performance Bond in the amount of 100% of the Vendor bid submitted. This Performance Bond is required prior to issuing a purchase order.

**Insurance Requirements:** The Vendor as an independent Vendor is solely liable for the acts and omissions of its employees and agents. The successful Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts on the part of the Vendor, its agents and employees in the following amounts:

1. For bodily injury (including death): Minimum \$500,000 for person, \$1,000,000 per occurrence.
  2. For property damage: Minimum of \$1,000,000 per occurrence.
- Proof of insurance shall be provided by the Vendor at the time the contract is awarded.

**License Requirements:** Vendor must obtain all necessary licenses to perform all aspects of this contract

**No Debt Affidavit:** West Virginia State Code §5A-3-10a(3)(d) requires that all Vendors submit an affidavit regarding any debt owed to the State of West Virginia. This affidavit should be submitted with the Vendors Quotation.

## Banking and Auditing Services for WIC and Farmers Market Nutrition Program

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### **FORMAT OF BID RESPONSE**

#### **Vendor's Bid Response Format:**

Vendor shall provide a bid response that demonstrates their experience and ability/capability to provide the specified services.

- A) Vendor must provide a written response to Specification, Section A - General Requirements 1 through 5 that demonstrates the vendor's ability and capability of performing. (Please respond in the order of the requirements.)
- B) Vendor must provide a written statement that all general requirements and tasks shall be performed.
- C) Vendor must submit firm pricing for a period of three (3) years – See Bid Sheet.

#### **Evaluation Process:**

**Method of Evaluation:** The lowest responsible vendor meeting the requirements of this request for quotation will receive the award.

#### **List of Services to be performed and Estimated Volumes**

- A. Monthly WIC drafts submitted to bank - 150,000
- B. Annual FM drafts submitted to bank - 50,000
- C. Monthly drafts rejected for payment –500
- D. Monthly anticipated ACH transfers - 100
- E. Monthly request for copies from CDROM - 25
- F. Monthly compliance drafts to be paid and pulled for return - 15
- G. Monthly Stamp from Endorsement – 800
- H. Monthly Data Entry for No Issuance Drafts – 100
- I. Monthly Compliance Drafts - 10

#### **Inquiries:**

All inquiries of specification clarification must be addressed to:

Roberta Wagner, Senior Buyer  
 Purchasing Division  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305-0130

Fax: (304) 558-4115  
 E-mail: [rwagner@wvadmin.gov](mailto:rwagner@wvadmin.gov)

**West Virginia WIC Banking & Auditing Services Bid Sheet #WIC80480**

**Bid Sheet**

All prices proposed are inclusive of all vendor supplied forms, postage, supplies, equipment, etc., as required to meet the specifications.

Prices submitted are to be firm to July 31, 2010

Description of Service	Pricing of Service	Unit of Measure	Estimated Volume/Yr	Estimated Annual Total
1 Price per draft for drafts presented, edited and paid				
a. CD ROM/Imaging		/Draft	1,825,000	
b. On-Line		/Draft	1,825,000	
2 a. Data entry costs for capture of WIC vendor number- 4 digit number.		/Key Stroke	1800,000	
b. Data entry costs for capture of FMNP vendor number - 3 key strokes required.		/Key Stroke	25,000	
3 Price per draft for drafts rejected.		/Draft	6,000	
4 Stamp from endorsement service.		/Draft	9,600	
5 Data Entry for No Issuance Drafts.		/Draft	1,200	
6 Price per draft for drafts paid and pulled for return to state:				
a. Compliance drafts.		/Draft	120	
b. Price per copy of original drafts which has been rejected.		/Draft	25	
7 Stop Payment for selected drafts		/Draft	2	
8 Cost for updating vendor files (submission of supplemental vendor transmissions).		/Occurrence	12	
9 a. Price per CD ROM (front and back) storage (10,000 per CD estimate).		/Copy	27	
b. Price for on-line/Internet (front and back) storage and access.		/Copy	1,825,000	
10 Daily Balance Reporting		/Account/ Month	252	
11 Daily wire transfer by 10:00 AM EST		/Wire	252	
12 Cost per draft for printing and shipping drafts to state				
a. WIC		/Draft	1,000,000	
b. WIC FMNP		/Draft	50,000	
c. SR RMNP		/Draft	200,000	
These costs will be pass through costs as incurred by the vendor. However, the cost of initial printing (1,000,000 WIC drafts) will be used as a part of the cost evaluation. FM drafts will be a separate printing. Printing and shipping invoices must be attached to the vendor's monthly invoice for reimbursement.				
13 Rate of interest charged for a one day delay in payment.		%	\$130,000	
14 Cost per incident of ACH repayment (per store).		/incident	1200	
<b>Estimated Annual Grand Total</b>				

Vendor Name: \_\_\_\_\_

Signature \_\_\_\_\_

**Banking and Auditing Services for WIC - Attachment A**

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**USDA REQUIREMENTS FOR FOOD INSTRUMENTS 246.12.f.2.ii-vii**

Each food instrument shall clearly bear on its face the following:

1. The first date from which the food instrument may be used by the participant.
2. The last date by which the participant may use the food instrument. This date may otherwise be printed as being at least 30 days after the date in (1) above.
3. An expiration date by which the food Vendor is required to submit the food instrument for payment. This date shall be not more than 70 days from the date in (1) previously state.
4. A unique and sequential serial number.
5. The State Agency may use a maximum purchase price which is higher than the price of the food for which it will be used but low enough to be a reasonable protection against potential losses of funds.
6. A space for the purchase price to be entered.
7. A signature space.

**Banking and Auditing Services for WIC - Attachment B**

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**Background Information:**

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federally funded nutrition program of the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), administered by the Office of Nutrition Services in the State Bureau for Public Health. It provides access to a food prescription for pregnant, postpartum and breast-feeding mothers, infants and children up to 5 years of age who are certified by a health professional to be both nutritionally and/or medically at-risk and with a household income of 185% of the poverty level or less. The services include enrollment, nutrition education, health screening and issuance of appropriate food instruments which are redeemable at approximately 400 participating retail outlets (grocery stores, pharmacies and military commissaries) around the State for only the items listed on the food instrument in the quantities and during the time specified. The program currently serves approximately 50,000 low-income persons monthly.

The current food delivery system is a microcomputer based distributed computer system in which Local Agencies generate on demand food instrument (hereinafter referred to as the food instrument or FI). Data is locally entered and uploaded to the State Mainframe nightly. Federal regulations require State Agencies to be accountable for issuance and redemption of the food instruments and also mandate that participants receive WIC foods at no cost to themselves.

West Virginia WIC has Federal Funds to run the Farmer's Market Nutrition Program (FMNP). This program is projected to serve 5,000 participants. Drafts for this program would be similar but not identical to the WIC drafts and would be processed through the Banking System as well.

Approximately 50,000 two-dollar coupons are issued to eligible participants, translating to an economic boost of \$100,000 to authorized farmers. Nationally, FMNP is sponsored by the U.S. Department of Agriculture.

USDA is also sponsoring the seniors farmers' market nutrition program (SFMNP). Drafts for this program would be similar but not identical to the WIC FMNP drafts and would be processed through the Banking System as well. At this time, we do not have hard numbers as to the extent of that funding. However, we project this could be 200,000 (or more) two-dollar coupons to eligible participants, translating to an economic boost of \$400,000 to authorized farmers.

Agency contact person during the performance of the contract will be Denise Ferris, RD, LD, Dr. PH, Director, Office of Nutrition Services, Bureau for Public Health.

## DRAFT OF REJECTION STAMP MESSAGES

<b>ALTERED DRAFT</b> Void -- Do not Redeposit Not Payable via Banking System	<b>COUNTERFEIT STAMP</b> Void -- Do not Redeposit Not Payable via Banking System
<b>EARLY REDEMPTION</b> Void -- Not Payable via Banking System Not Payable via Submission	<b>ENCODING ERROR</b> Correct and Redeposit
<b>STALE DATE</b> Void -- Not Payable via Banking System Not Payable via Submission	<b>PENCIL ENTRY</b> Void -- Do not Redeposit Not Payable via Banking System
<b>EXCEEDS CURRENT PRICE EDIT</b> Void -- Do not Redeposit Not Payable via Banking System	<b>SIGNATURE MISSING</b> Void -- Do not Redeposit Not Payable via Banking System
<b>UNAUTHORIZED VENDOR</b> Void -- Do not Redeposit Not Payable via Banking System	<b>STOP PAYMENT</b> Void -- Do not Redeposit Not Payable via Banking System
<b>EXCEEDS DRAFT MAXIMUM</b> Void -- Do not Redeposit Not Payable via Banking System	<b>PREVIOUSLY REJECTED</b> Void -- Do not Redeposit Not Payable via Banking System
<b>PREVIOUSLY PAID</b> Void -- Inappropriate Deposit Draft Has Received Payment	<b>MISSING VENDOR STAMP</b> Stamp Clearly and Redeposit Caution: Deposit Time Limit in Effect
<b>UNREADABLE VENDOR STAMP</b> Stamp Clearly and Redeposit Caution: Deposit Time Limit in Effect	<b>PRICE CHANGED INCORRECTLY</b> Void -- Do not Redeposit Not Payable via Banking System

SAMPLE OF FOOD INSTRUMENTS



DO NOT ACCEPT THIS DRAFT UNLESS YOU ARE AN AUTHORIZED WEST VIRGINIA WIC PROGRAM VENDOR		WIC ID	
Draft Number	Payee Name	Agency	PR (CAD) DRAFT TYPE
2004108	WEST VIRGINIA WIC PROGRAM ALL FOOD MUST BE WEST VIRGINIA WIC APPROVED Redeem for these items and Quantities only:	2004108	
First	84-1888 511 ACCT # 2618119		
West			
CITY DESCRIPTION (NO SUBSTITUTIONS ALLOWED)			
VOID			
IMPROPER USE OF THIS DRAFT SUBJECT TO FEDERAL - STATE PROSECUTION PAYABLE THROUGH SOUTHERN NATIONAL, MARIETTA, GA		Vendor SMTTP:	WV:0317
		NON NEGOTIABLE	
		MP	
		PARTICIPANT PROMY SERIAL NO. (BAR ONLY AFTER PERSE IS ENTERED)	

2004108

NO SALES TAX

NO CHECKS OR DEBIT CARDS FOR PAYMENTS OF THIS INSTRUMENT TO SOUTHWEST VIRGINIA WIC PROGRAMS. PAYMENT WILL BE CREDITED TO THE ORIGINAL PARTICIPANT'S ACCOUNT.

WEST VIRGINIA WIC  
FARMERS' MARKET NUTRITION PROGRAM  
ROOM 519, 350 CAPITOL STREET  
CHARLESTON, WV 25301-3717  
(304) 558-0030

use only at authorized WV FMNP Farmers'

July 1, 2006  
October 31, 2006  
SOME MARKETS MAY CLOSE EARLIER

May be used for unprocessed fresh fruits and vegetables only

IMPROPER USE OF THIS DRAFT SUBJECT TO FEDERAL - STATE PROSECUTION  
PAYABLE TO SOUTHERN NATIONAL, MARIETTA, GA

84-1888  
511  
ACCT # 2618119

NOT TO EXCEED \$2.00  
NO CHANGE ISSUED

4414  
WVFMNP

FARMER STAMP HERE

PARTICIPANT'S SIGNATURE

205003

2508315

2005031 1061196841 2508315



**SAMPLE OF SHIPPING LABEL**

<b>FROM</b>			
<b>TO</b>	<b>WV DHHR- MATERIAL MANAGEMENT                  WV WIC FORMS                  900 BULLITT STREET                  CHARLESTON, WV 25301</b>		
<b>For</b>			
CUSTOMER ORDER NUMBER <b>123</b>	OUR ORDER NUMBER <b>100008</b>	JOB NUMBER <b>G123987</b>	
DESCRIPTION <b>WV WIC Voucher</b>			
FORM NUMBER <b>WIC</b>	NUMBER OF PARTS <b>1</b>	QUANTITY / CARTON <b>4000</b>	
BEGINNING NO. <b>2004100</b>	ENDING NO. <b>2008100</b>	CARTON NUMBER <b>G123987-15</b>	
<b>MISSING NUMBERS IN THIS CARTON</b>			
<b>FROM</b>	<b>TO</b>	<b>FROM</b>	<b>TO</b>

# AFFIDAVIT

Please type  
IN  
WIC 80480

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to a vendor or prospective vendor when the vendor or prospective vendor or a related party or prospective vendor is a debtor and the debt owned is an amount greater than or equal to the aggregate amount of the debt.

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

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

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