



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
WIC10055

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
12/28/2009				

BID OPENING DATE: 01/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	964-04			
<p>***** PLEASE NOTE: BID BOND IS REQUIRED WITH BID SUBMISSION. *****</p> <p>BANKING AND AUDITING SERVICES</p> <p>CONTRACT TO PROVIDE BANKING AND AUDITING SERVICES FOR THE CLEARING OF SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) AND FARMERS MARKET NUTRITITON PROGRAM FOOD INSTRUMENTS.</p> <p>SEE 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>*****</p>						

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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<p>PLEASE NOTE: BID BOND REQUIRED WITH BID SUBMISSION. *****</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/12/2010. 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</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</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>						

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<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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) BONDS: A BID BOND PAYABLE TO THE STATE OF WEST VIRGINIA MUST BE SUBMITTED WITH EACH BID. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

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<p>IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND, OR PERFORMANCE BOND.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----WIC10055-----</p> <p>BID OPENING DATE:-----1/28/2010-----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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): ----- ***** THIS IS THE END OF RFQ WIC10055 ***** TOTAL: _____						

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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 Feb 28, 2010, 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 March 1, 2010 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 shall 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 shall be downloadable to a spreadsheet. On-Line images shall be able to be retrieved from the search result. A hard copy tutorial shall be provided for the Internet based FI image retrieval and search system.
 - f) Key staff assigned to this project 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 March 1, 2010 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 nd Tuesday when General Election is held. |
| June 21 | - | West Virginia Day |
| October | - | Columbus Day if banks are open. |
| November | - | 2 nd 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.

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. But not limited to, 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). Please be advised these codes may change based on requirements of the Federal Reserve System FI may have more than one rejection reason. The Rejection Codes include, but not limited to the following:

- 1) Post and Stale dates. Bank process date used as the redeemed date for all date calculations.
REJECTION CODE: 11, message - EARLY CASHING VOID DO NOT REDEPOSIT (11)
REJECTION CODE: 10, 16, message - STALE DATED VOID DO NOT REDEPOSIT (10,16)
- 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: EXCEEDS DOLLAR LIMIT
- 3) Over reasonable dollar amount for food items listed on FI
REJECTION CODE: B, message - REJECTION CODE: 41, message - OVER MAX \$ AMOUNT DO NOT REDEPOSIT (41)
- 4) Voided as lost, stolen, or damaged FI
REJECTION CODE: A, message - STOP PAYMENT Void – Do Not Redeposit – Not Payable via Banking System – WV-90
- 5) FI previously rejected and cannot be redeposited. Only FI's previously rejected for missing or illegible stamps may be redeposited.
REJECTION CODE: SECOND PRESENTMENT – VOID DO NOT REDEPOSIT (50)
- 6) Price Changed Incorrectly
REJECTION CODE: ALTERED \$ AMOUNT – VOID TO NOT REDEPOSIT (46)
- 7) Alterations including chemical alterations (e.g. 'white out'), etc.
REJECTION CODE: ALTERED VOID – DO NOT REDEPOSIT (31)
- 8) Data missing, illegible or counterfeit Vendor number stamp
REJECTION CODE: unreadable/illegible vendor stamp (03)
- 9) Missing Vendor Stamp – REJECTION CODE: MISSING VENDOR STAMP (01)
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.
- 10) Missing signatures
REJECTION CODE: MISSING SIGNATURE – VOID DO NOT REDEPOSIT (22, 23)

- 11) 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: UNAUTHORIZED VENDOR STAMP – VOID DO NOT REDEPOSIT (07)
- 12) Previously Paid - REJECTION CODE: SECOND PRESENTMENT – VOID DO NOT REDEPOSIT (50)
- 13) Counterfeit Stamp - Any stamp that does not contain the words WV WIC and a four-digit Vendor number.
REJECTION CODE: COUNTERFEIT STAMP – Void – Do Not Redeposit- Not Payable via Banking System – WV-58

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 Task 1 above. These drafts shall be processed with data provided from the issuance file using 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 shall 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 presentment 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 shall be at least ledger weight. Sample of WIC and FMNP FI's are attached. These samples include a Vendor stamp. WIC FI stock will be requested in approximate lots of 1,000,000. FMNP FI stock will be requested in approximate lots of 20,000. 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.

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 \$5.00 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. The SFMP Food Instruments will have a \$2.00 redemption value. 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 edits for FMNP drafts will be for missing Vendor stamp and signature. An edit for Invalid Vendor Stamp will also be used when all farmer applications and agreements have been received and approved. 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 shall be provided daily with a monthly summary provided.

TASK 15

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

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
On-line access (front and back) - 3 years

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 shall be available within three days of redemption or rejection of the draft.

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 shall 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 shall be downloadable to a spreadsheet. On-Line images shall be able to be retrieved from the search result table. This On-Line site shall 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.

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.

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 with resulting from this RFQ with no less than a 30 day notice if 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 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.

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. Additional clarification may be requested after receipt of bids.

- 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 - 20,000
- C. Monthly drafts rejected for payment –500
- D. Monthly anticipated ACH transfers - 100
- E. Monthly compliance drafts to be paid and pulled for return - 15
- F. Monthly Stamp from Endorsement – 800
- G. Monthly Data Entry for No Issuance Drafts – 100
- H. Monthly Compliance Drafts - 10

Inquiries:

All inquiries of specification clarification must be addressed to:

Roberta Wagner, Senior Buyer
Department of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
E-mail: Roberta.A.Wagner@wv.gov

Bid Sheet

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

It is mandatory that Prices submitted are to be firm to March 1, 2013

	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. On-Line		/Draft	1,800,000	
2	a. Data entry costs for capture of WIC vendor number- 4 digit number.		/Key Stroke	1,800,000	
	b. Data entry costs for capture of FMNP vendor number - 3 key strokes required.		/Key Stroke	20,000	
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	180	
	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	Price for on-line/Internet (front and back) storage and access		/Copy	1,800,000	
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	20,000	
	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				
13	Rate of interest charged for one day delay in payment.		%	\$130,000	
14	Cost per incident of ACH repayment (per store).		/incident	1,200	
Estimated Annual Grand Total					

Vendor Name: _____

Signature _____

Attachment A

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 to spend is the first date 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 60 days from the date in (1) previously stated.
4. A unique and sequential serial number.
5. A space for the purchase price to be entered. The State Agency may print 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 signature space.

Attachment B

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 breastfeeding 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 53,000 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 20,000 five-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 the Director, Office of Nutrition Services, Bureau for Public Health.

Attachment C

DRAFT OF REJECTION STAMP MESSAGES	
ALTERED VOID VOID DO NOT REDEPOSIT (31)	COUNTERFEIT STAMP Void -- Do not Redeposit Not Payable via Banking System WV-58
EARLY CASHING VOID DO NOT REDEPOSIT (11)	ALTERED \$ AMOUNT VOID DO NOT REDEPOSIT (46)
STALE DATED VOID DO NOT REDEPOSIT (10,16)	UNREADABLE/ILLEGIBLE VENDOR STAMP (03)
OVER MAX \$ AMOUNT DO NOT REDEPOSIT (41)	MISSING SIGNATURE VOID DO NOT REDEPOSIT (22,23)
UNAUTHORIZED VENDOR STAMP VOID DO NOT REDEPOSIT (07)	STOP PAYMENT Void -- Do not Redeposit Not Payable via Banking System (WV-90)
EXCEEDS DOLLAR LIMIT	SECOND PRESENTMENT VOID DO NOT REDEPOSIT (50)
PRICE CHANGED INCORRECTLY Void -- Do not Redeposit Not Payable via Banking System	MISSING VENDOR STAMP (01)
PRICE CHANGED INCORRECTLY Void -- Do not Redeposit Not Payable via Banking System	

Attachment D

SAMPLE OF FOOD INSTRUMENTS

WEST VIRGINIA WIC FARMERS MARKET NUTRITION PROGRAM
 ROOM 312, 500 CAPITOL STREET
 CHARLESTON, WV 25301-1917
 (815) 525-0000
 WWW.FMMNP.FARMERSMKT.WV.GOV

First date: July 1, 2009
 Last date: October 31, 2009
 Issued on: _____
 SOME BARRIERS MAY OBLIGE EMPLOYERS

May be used for unprocessed fruit and vegetables only

WEST VIRGINIA WIC
Sample Only


75-1536 918-
 ACCT # 100006
 270006

PARISH STAMP HERE

NOT TO EXCEED \$5.00
 \$5.00
 NO CASHABLE ISSUED

IMPROPER USE OF THIS DEBIT CARD SUBJECT TO FEDERAL STATE PROSECUTION
 (WV) 17-11-101, 18-1-101, 18-1-102, 18-1-103, 18-1-104, 18-1-105, 18-1-106, 18-1-107, 18-1-108, 18-1-109, 18-1-110, 18-1-111, 18-1-112, 18-1-113, 18-1-114, 18-1-115, 18-1-116, 18-1-117, 18-1-118, 18-1-119, 18-1-120, 18-1-121, 18-1-122, 18-1-123, 18-1-124, 18-1-125, 18-1-126, 18-1-127, 18-1-128, 18-1-129, 18-1-130, 18-1-131, 18-1-132, 18-1-133, 18-1-134, 18-1-135, 18-1-136, 18-1-137, 18-1-138, 18-1-139, 18-1-140, 18-1-141, 18-1-142, 18-1-143, 18-1-144, 18-1-145, 18-1-146, 18-1-147, 18-1-148, 18-1-149, 18-1-150, 18-1-151, 18-1-152, 18-1-153, 18-1-154, 18-1-155, 18-1-156, 18-1-157, 18-1-158, 18-1-159, 18-1-160, 18-1-161, 18-1-162, 18-1-163, 18-1-164, 18-1-165, 18-1-166, 18-1-167, 18-1-168, 18-1-169, 18-1-170, 18-1-171, 18-1-172, 18-1-173, 18-1-174, 18-1-175, 18-1-176, 18-1-177, 18-1-178, 18-1-179, 18-1-180, 18-1-181, 18-1-182, 18-1-183, 18-1-184, 18-1-185, 18-1-186, 18-1-187, 18-1-188, 18-1-189, 18-1-190, 18-1-191, 18-1-192, 18-1-193, 18-1-194, 18-1-195, 18-1-196, 18-1-197, 18-1-198, 18-1-199, 18-1-200

DO NOT ACCEPT THIS VOUCHER UNLESS YOU ARE AN AUTHORIZED WEST VIRGINIA WIC PROGRAM VENDOR

Youcher Number	1801	FAIR NAME	WEST VIRGINIA WIC	AGENCY	WV-100006	PERIOD	10/31/09
WEST VIRGINIA WIC PROGRAM ALL FOOD MUST BE WEST VIRGINIA WIC APPROVED Redeem for these items and quantities only:				XXXXXXXX XXXXXXXX		FIRST DATE TO SPEND LAST DATE TO SPEND NO SALES TAX	
IMPROPER USE OF THIS VOUCHER SUBJECT TO FEDERAL STATE PROSECUTION (WV) 17-11-101, 18-1-101, 18-1-102, 18-1-103, 18-1-104, 18-1-105, 18-1-106, 18-1-107, 18-1-108, 18-1-109, 18-1-110, 18-1-111, 18-1-112, 18-1-113, 18-1-114, 18-1-115, 18-1-116, 18-1-117, 18-1-118, 18-1-119, 18-1-120, 18-1-121, 18-1-122, 18-1-123, 18-1-124, 18-1-125, 18-1-126, 18-1-127, 18-1-128, 18-1-129, 18-1-130, 18-1-131, 18-1-132, 18-1-133, 18-1-134, 18-1-135, 18-1-136, 18-1-137, 18-1-138, 18-1-139, 18-1-140, 18-1-141, 18-1-142, 18-1-143, 18-1-144, 18-1-145, 18-1-146, 18-1-147, 18-1-148, 18-1-149, 18-1-150, 18-1-151, 18-1-152, 18-1-153, 18-1-154, 18-1-155, 18-1-156, 18-1-157, 18-1-158, 18-1-159, 18-1-160, 18-1-161, 18-1-162, 18-1-163, 18-1-164, 18-1-165, 18-1-166, 18-1-167, 18-1-168, 18-1-169, 18-1-170, 18-1-171, 18-1-172, 18-1-173, 18-1-174, 18-1-175, 18-1-176, 18-1-177, 18-1-178, 18-1-179, 18-1-180, 18-1-181, 18-1-182, 18-1-183, 18-1-184, 18-1-185, 18-1-186, 18-1-187, 18-1-188, 18-1-189, 18-1-190, 18-1-191, 18-1-192, 18-1-193, 18-1-194, 18-1-195, 18-1-196, 18-1-197, 18-1-198, 18-1-199, 18-1-200		VENDOR DEPOSIT WITHIN 60 DAYS OF FIRST DATE TO SPEND VENDOR MUST BE DEPOSITED WITHIN 60 DAYS OF FIRST DATE TO SPEND (WV) 17-11-101, 18-1-101, 18-1-102, 18-1-103, 18-1-104, 18-1-105, 18-1-106, 18-1-107, 18-1-108, 18-1-109, 18-1-110, 18-1-111, 18-1-112, 18-1-113, 18-1-114, 18-1-115, 18-1-116, 18-1-117, 18-1-118, 18-1-119, 18-1-120, 18-1-121, 18-1-122, 18-1-123, 18-1-124, 18-1-125, 18-1-126, 18-1-127, 18-1-128, 18-1-129, 18-1-130, 18-1-131, 18-1-132, 18-1-133, 18-1-134, 18-1-135, 18-1-136, 18-1-137, 18-1-138, 18-1-139, 18-1-140, 18-1-141, 18-1-142, 18-1-143, 18-1-144, 18-1-145, 18-1-146, 18-1-147, 18-1-148, 18-1-149, 18-1-150, 18-1-151, 18-1-152, 18-1-153, 18-1-154, 18-1-155, 18-1-156, 18-1-157, 18-1-158, 18-1-159, 18-1-160, 18-1-161, 18-1-162, 18-1-163, 18-1-164, 18-1-165, 18-1-166, 18-1-167, 18-1-168, 18-1-169, 18-1-170, 18-1-171, 18-1-172, 18-1-173, 18-1-174, 18-1-175, 18-1-176, 18-1-177, 18-1-178, 18-1-179, 18-1-180, 18-1-181, 18-1-182, 18-1-183, 18-1-184, 18-1-185, 18-1-186, 18-1-187, 18-1-188, 18-1-189, 18-1-190, 18-1-191, 18-1-192, 18-1-193, 18-1-194, 18-1-195, 18-1-196, 18-1-197, 18-1-198, 18-1-199, 18-1-200		Vendor Stamp:			

XXXXXX

10919124821 806418

Attachment E

SAMPLE OF SHIPPING LABEL

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)_____ of _____(D)_____, _____(E)_____,
as Principal, and _____(F)_____ of _____(G)_____,
_____(H)_____, a corporation organized and existing under the laws
of the State of _____(I)_____ with its principal office in the City of
_____(J)_____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of _____(K)_____
(\$ _____(L)_____) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____(M)_____

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____(N)_____ day of _____(O)_____, 20 _____(P)_____.

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

_____(Q)_____
(Name of Principal)
By _____(S)_____
(Must be President or
Vice President)
_____(T)_____
Title
_____(V)_____
(Name of Surety)
_____(W)_____
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

RFQ No. WIC 10055

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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 or 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 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.

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE _____

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.