

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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](http://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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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    |

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|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| ROBERTA WAGNER<br>304-558-0067         |

|          |                        |
|----------|------------------------|
| RFQ COPY | TYPE NAME/ADDRESS HERE |
|          |                        |

|         |   |
|---------|---|
| SHIP TO | HEALTH AND HUMAN RESOURCES<br>BPH - NUTRITION SERVICES                    |
|         | 350 CAPITOL STREET, ROOM 519<br>CHARLESTON, WV<br>25301-3717 304-558-0030 |

|              |               |          |       |               |
|--------------|---------------|----------|-------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
| 01/14/2010   |               |          |       |               |

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

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: WIC10055</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> |          |     |          |             |            |        |

|   |           |                                   |  |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
| SIGNATURE                                 | TELEPHONE | DATE                              |  |
| TITLE                                     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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 25301-3717 304-558-0030

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|---|----------|-----|--------|-------------|------------|--------|
| <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<br/>           SIGNATURE<br/>           .....<br/>           COMPANY<br/>           .....<br/>           DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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 WIC10055

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR

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

| LINE   | QUANTITY | UCP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001   | 1        | YR  |          | 964-04      |            |        |
| BANKING AND AUDITING SERVICES                      |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ WIC10055 ***** TOTAL: |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

### Addendum 1

Please note the following additional requirement of RFQ WIC10055:

#### Specifications – Section A – General Requirements

Page 8

6. The successful Vendor will have an annual Type II SAS 70 audit performed annually by an independent CPA firm. This audit will be based on guidelines from the Statement of Auditing Standards (SAS) provided by the American Institute of Certified Public Accountants (AICPA) and annual instructions provided by the State's independent auditor; this report is due annually within 60 days of the end of the federal fiscal year (September 30).

#### Bidders' Questions WIC10055

1. **Question:** Who is the incumbent vendor?

**Response:** Solutran is the current vendor for WIC Banking and Auditing Services

2. Page 4, the RFQ states:  
"Bonds: A bid bond payable to the State of West Virginia must be submitted with each bid."

**Question:** The purpose of a bid bond is to prove to the State the ability of the bidder to secure a bid bond as a merit of business worthiness. Would the state waive the bid bond if the vendor could prove business stability by establishing that the vendor has provided check processing services for over ten years and provides a notarized letter that they could provide a bid bond of \$50,000 from a certified bonding agent? The goal being to reduce the cost of responding to this bid and therefore providing competitive pricing for the services requested in the RFQ.

**Response:** Bid bond requirement remains as specified.

3. On page 4, the RFQ states:  
"The successful bidder shall also furnish a performance bond for 100% of the amount of the contract"

**Question:** The purpose of a performance bond is to reduce financial risk to the state concerning contractor performance. If a contractor could not perform the services stated in the RFQ due to lack of experience or expertise in the services required the State would have the financial resources to transition to another contractor. Given that the RFQ requires that contractor key employees have a minimum of three years experience in "providing banking and auditing and clearing house services for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Farmers Market Nutrition Program food instruments", doesn't that significantly lessen the risk to the State of non-delivery? To further reduce risk to the State, would the state be open to raising the experience level to 4 years and require bidders to have direct experience with providing WIC/FM FI processing to the State of West Virginia and then waive the performance bond requirement? The goal being to reduce the cost of delivering

services for this bid and therefore providing competitive pricing for the services requested in the RFQ.

**Response:** Performance bond requirement remains as specified.

4. On page 5, the RFQ states:

“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.”

**Question:** Does this mean that the state will not continue with the current payment practice in place with a vendor? If the payment practice must change, then the state is aware that pricing will have to be adjusted to allow for the Visa processing fee charges that the vendor will incur. Please remove this condition.

**Response:** On Page 5, Delete the paragraph on “Purchasing Card acceptance”.

5. On page 18, of the RFQ is the Bid Sheet

**Question:** Can a bidder add cost items to the bid sheet? For example adding a programming fee for future system changes or for FDIC charges.

**Response:** Revised Bid sheet is attached to include hourly fee associated with programming changes if needed during the course of the contract. No additional cost items can be added by potential bidders to the bid sheet.

6. **Question:** We understand that the Program is working on a new SAM system – Crossroads. Will the roll out of Crossroads be during the contract period? If so, how will the roll out impact the deliverables (a new account, different file layouts, etc) of the contract and will it affect FI volume?

**Response:** Yes, during the renewal option years. West Virginia is one of the four states involved in the SAM Crossroads project. At this time, it is estimated that the new Crossroads system will be implemented in the Spring of 2012.

Currently the new system is still in the design phase, so the impact of the quantity of paper food instruments (based on an aggregated family benefit) is yet to be determined. Crossroads functional requirements documents specify that the new system will interface with each states' banking contractor.

## WIC10055 – Banking and Auditing Services for WIC and Farmers Market Nutrition Program

**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 |
|------------------------------|---|--------------------|--------------------|---------------------|------------------|
| 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/<br>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 FMNP  |                    | /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                           | Programming Fee for System Changes  |                    | /Hour              | 50 Hrs.             |                  |
| 15                           | Cost per incident of ACH repayment (per store).   |                    | /incident          | 1,200               |                  |
| Estimated Annual Grand Total |   |                    |                    |                     |                  |

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

Signature \_\_\_\_\_

Revised 1/13/2010

----- End of Addendum #1 -----