



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

Solicitation

NUMBER
AGR1412

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE
 MARKETING & DEVELOPMENT
 BUILDING 1, ROOM M28
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-2221

DATE PRINTED
02/12/2014

BID OPENING DATE: 03/04/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE BANKING AND AUDITING SERVICES FOR THE CLEARING OF FARMERS MARKET NUTRITION PROGRAM VOUCHERS, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.						
2. GENERAL TERMS AND CONDITIONS.						
3. AGR1412 SPECIFICATIONS.						
4. CERTIFICATION AND SIGNATURE PAGE.						
5. PURCHASING AFFIDAVIT.						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM.						
0001	1	LS		946-25		
BANKING AND AUDITING SERVICES FOR PROGRAM VOUCHERS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: February 26, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: March 4, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on Award

and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
- Commercial General Liability Insurance:**
or more.
 - Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 -
 -
 -
 -
 -

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Agriculture, marketing and Development Division (the "Agency"), to establish an open-end contract for Banking & Auditing Services for clearing of Farmers' Market Nutrition Program Food Instruments.

The Farmers Market Nutrition Program is a federally funded nutrition program administered by the US Department of Agriculture (USDA). The Agency administers one portion of this program, known as the West Virginia Senior Farmers' Market Nutrition Program, which provides Food Instruments to eligible senior citizens who meet age and income guidelines. The federal program requires the Agency to acquire the services of a banking institution to act as a clearinghouse for the Food Instruments issued to eligible participants. Eligible participants must be at least 60 years of age at the time they sign up for the program. The household income of eligible participants must be at 185% of the current poverty level or less. The program currently serves approximately 20,000-25,000 participants.

Food Instruments for this program are provided and processed by the banking institution Vendor awarded this Contract. Approximately 200,000 two-dollar coupons are distributed to eligible participants, who then use them to buy produce from local authorized farmers, to the aggregate amount of approximately \$400,000.00. These figures are contingent upon the amount of funding from the USDA to the WV Department of Agriculture. WV Department of Agriculture reserves the right to change the number of coupons/vouchers and the face value, while the overall dollar amount of anticipated transactions remains the same.

During the life of this contract, the Agency contact person will be the Director of the Marketing & Development Division of the WV Department of Agriculture.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Services"** means the Auditing and Banking services required to print, provide, process and clear the Agency's Senior Farmer's Market Nutrition Program Food Instruments, or coupons/vouchers, as defined in detail in Section 4, below.
- 2.2 **"Food Instruments", or "FI"** means the coupon, or voucher, much like a normal checking draft, produced by the Vendor, delivered to the Agency, issued by the

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

Agency to eligible participants, used by eligible participants at qualified farmers, and then processed by the Contract Services provided by the Vendor. Food Instruments provided under this Contract must meet all USDA requirements.

2.3 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.4 "RFQ" means the official request for quotation published by the Purchasing Division and identified as AGR1412.

2.5 "FMNP" means Farmer's Market Nutrition Program

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1 Qualified Vendor will have successfully provided banking, auditing and clearinghouse services for at least two (2) other organizations administering a USDA Farmers Market Nutrition Program. Bidders should provide their own references, which include, at a minimum, the name of the organization for which they performed the services, the dates during which the services were performed, the estimated or actual dollar amount of total transactions processed during the life of the contract, the estimated or actual quantity of transactions processed during the life of the contract, the name or number of the contract under which the services were performed, and the current contact information of the organization's representative who could attest to successful completion of the contract. This document may be provided with the bid, but is required to be provided by the successful Bidder prior to award. One of these organizations can be the Agency (in prior years).

3.2 Qualified Vendor must provide a Contract Manager for this Contract who has participated in at least one of the qualifying services in Section 3.1. Bidders should document that the Contract Manager they propose for this Contract (see Section 11) has participated in at least one of the three reference projects by providing a separate resume, or by stating the Contract Manager's role somewhere in the reference

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Banking Services – Internet-based FI System

- 4.1.1.1** Vendor must provide services that meet WVDA requirements for 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 the Agency.
- 4.1.1.2** Vendor must provide services that meet WVDA requirements for Security Design and Safeguard Features; services must include design features that safeguard against fraud, abuse and waste.
- 4.1.1.3** Vendor must provide services that meet WVDA requirements for Right to Privacy of Participants, protecting the right of privacy of program participants.
- 4.1.1.4** Vendor must provide services that meet WVDA requirements for the Use of Tested State-of-the Art Techniques, meaning that all technology used to provide services must be tested technology.
- 4.1.1.5** Vendor must provide an internet-based Food Instrument retrieval and search system that complies with all requirements stated in Section 4.1.3.
- 4.1.1.6** A hard copy tutorial (electronic or paper) for the Internet-based FI image retrieval and search system shall be provided to the Agency

4.1.2 Printing and Delivery of Food Instruments

- 4.1.2.1** Vendor must provide for the printing and delivery of Food Instruments to the Agency. Agency will be responsible for distributing FI to the eligible program participants.
- 4.1.2.2** Printed FI must meet all requirements of the USDA including, but not limited to, having the following characteristics:

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

- A. The first date to spend is the first date the FI may be used by the participant;
- B. The last date by which the participant may use the FI. This date may otherwise be printed as being at least 30 days after the date in A., above;
- C. An expiration date by which the farmers market vendor is required to submit the FI for payment is printed on the back of the FI;
- D. A unique and sequential serial number;
- E. A preprinted value will be on each FI;
- F. A signature space.

4.1.2.3 Food Instruments should closely match the example provided in Exhibit B, and shall:

- A. Bear the program information in the upper-left hand corner;
- B. Include a program or Agency logo;
- C. Include an area for endorsement for the farmers market vendor on its back;
- D. Include a box field for placement of the farmers market vendor's stamp.
- E. Include a cover sheet for participant name and address;
- F. Be stapled into booklets, per the Agency's request, of 5, 6 or 10 Food Instruments per booklet.

4.1.2.4 Following award of Contract, Agency will place order (with the Contract Manager, below, by email or fax) for the quantity of Food Instruments anticipated to be used during the first year of the Contract. Within three (3) calendar days of receipt of the order, the Vendor will provide the Agency with a proof of the Food Instrument. Upon Agency's written approval (email suffices) of the proof, Vendor will prepare the quantity of FI. The Vendor must consider any extraordinary, expedited freight costs necessary to meet this requirement and include it in their cost-per-draft pricing. No additional charges will be paid by the Agency for shipping of the FI.

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

4.1.2.5 Food Instruments are to be boxed in booklets of 500 Instruments/box and arranged in serial number order. Box shipping label will identify the serial number range and list the number of the box (see Exhibit C).

4.1.2.6 The Vendor shall supply to Agency the FI for Farmers Market Nutrition Program (FMNP) printed on appropriate ledger weight paper, designed to 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 Exhibit B & C. Quality of FI stock cannot be changed without prior written approval of the Agency.

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 FMNP FI is attached. FMNP FI stock will be requested in approximate lots of 200,000.

4.1.2.7 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. 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.

4.1.3 Banking Services – Clearing Food Instruments

The Vendor shall act as clearinghouse for Food Instruments, and meet the following requirements, at a minimum:

4.1.3.1 The Vendor must perform the proper manual and automated edit activities to make it possible to identify food instruments to be rejected for, at a minimum, the following reasons. Rejection codes are identified below. Vendor will have to provide a rubber stamp

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

for each rejection code (See Draft Rejection Stamp Messages, Exhibit D). 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 Does 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) and 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 DO 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)

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

- 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 bank. 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) Counterfeit Stamp – Any stamp that does not contain the words WVFMNP 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, Agency 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 FI type with a maximum price for each vendor class for that draft type. The draft FI is provided with the daily issuance records. The vendor class will be provided on the Vendor transmission file. Agency will supply the Vendor with an authorized vendor listing data transmission once a month or on-demand as needed. The Vendor shall transmit to Agency 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

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

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 Agency to the Vendor, in which case.

4.1.3.2 Vendor will look up 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 FI will be paid as long as it does not fail any other details.

4.1.3.3 Vendor will key FI type and First Date to Use from the front of any FI 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.

4.1.3.4 All 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 Agency's attention.

FIs that are rejected for MICR (magnetic ink character recognition) errors must follow the same visual edit as detailed in 4.1.3.1, above. These drafts shall be processed with data provided from the issuance file using black numbers (system assigned) not red (preprinted) numbers.

4.1.3.5 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 FIs rejected by the bank and replaced by the Agency are to be processed by ACH transfer.

ACH transactions for replacement FIs will be generated at least weekly. The bank will process the replacement FIs by ACH transfer and mail to the Vendor a detail listing of rejected vouchers

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

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.

- 4.1.3.6** The Vendor shall return all rejected FIs to vendors through the banking system. These FIs are to be clearly identified as to each reason for rejection and appropriate alternative action (See Draft Rejection Stamp Messages, Exhibit D).

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 as needed.

- 4.1.3.7** The Vendor shall transmit via data transmittal to Agency daily (as per Section 4.1.1) 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.
- 4.1.3.8** The Vendor must data enter and verify (keying and key verifying) the three (3) digit FMNP vendor stamp code to redemption and rejection records.
- 4.1.3.9** 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.
- 4.1.3.10** The Agency must have the capability to send correction transactions to the Vendor to perform such things as unvoiding FIs that were erroneously sent to the Vendor as voids.

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

4.1.3.11 All Farmers Market Nutrition Program (FMNP) Food Instruments (FI) will be preprinted (not client specific) with a redemption value. Each organization will have a different color and must have a separate account. Monthly charges for FMNP must be identified separately by organization 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.

4.1.3.12 During close-out of each Federal FY (October-February), the Vendor will provide activity reports to Agency, splitting the daily clearing organizations activity of all FIs between the two Federal FYs. This report shall be provided daily with a monthly summary provided.

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

4.1.3.14 The Vendor will be required to abide by the following record retention schedule for all cleared FIs:

- 1) Actual drafts – 90 days from end of month redeemed
- 2) On-line access (front and back) – 3 years

4.1.3.15 The Vendor will provide a secure on-line method for Agency staff to review and print draft images of redeemed and rejected FIs. These images shall be available within three days of redemption or rejection of the draft.

4.1.3.16 The Vendor will provide an on-line secure method for Agency staff to look up draft status for specific FIs that meet multiple search criteria. The search criteria shall include at a minimum the following: vendor Number, vendor Class, FIs (range and a list of numbers), Draft Status, Rejection Reason, Draft Type, Food Code, Exception Handling, 1st date to spend, Paid Date (single or range),

REQUEST FOR QUOTATION #AGR1412

**Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition
Program Food Instruments**

% of Max Range, Amount Range, Calculate Average by FI type or FY 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.

4.1.3.17 A secure FTP site will be setup to transmit and retrieve banking files. Agency will transmit issuance data to this site daily, vendor file (monthly or more frequently if needed), a 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 Agency staff to retrieve.

4.1.3.18 The Agency requires Daily transfer of fund – same day wire payment, a Fax/Email invoice of daily clearance activity submitted, management by 10:00 am EST daily (Monday – Friday). Deadline cannot and will not be moved. Checking account will not be pre-funded.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit cost bid for the items (below, and on the Pricing Page), and then multiply the bid Unit Cost by the Estimated Yearly Quantity to calculate the Extended Total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Items are:

1. Price per FI presented, edited and paid per FI
2. Data entry cost for capture of FMNP vendor number per key stroke
3. Price per FI rejected

REQUEST FOR QUOTATION #AGR1412

**Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition
Program Food Instruments**

4. Stamp from endorsement services per FI
5. Data Entry for NO Issuance per FI
6. Price per FI for paid and pulled for return per compliance FI and/or price per copy of original FI which has been rejected.
7. Stop Payment for selected FI per FI
8. Cost for updating vendor files per occurrence
9. Price for on-line/Internet storage and access per copy
10. Daily Balance Reporting per Account/Month
11. Daily wire transfers by 10:00 am EST, per wire
12. Cost per Food Instrument for printing and shipping FIs
13. Rate of interest charged for one day delay in payment
14. Cost per incident of ACH repayment (per store)

All charges for each item are to be included in the Unit Cost for each item; no additional charges may be applied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

All Contract Services and Food Instruments will be available and operational after receiving Contract and prior to May 10, 2014.

7. **PAYMENT:** Agency shall pay the Unit Prices as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer's Market Nutrition Program Food Instruments

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- a. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - b. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - c. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - d. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - e. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- a. The following shall be considered a vendor default under this Contract.
 - i. Failure to perform Contract Services in accordance with the requirements contained herein.
 - ii. Failure to comply with other specifications and requirements contained herein.
 - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
 - i. Cancellation of the Contract.
 - ii. Cancellation of one or more release orders issued under this Contract.
 - iii. Any other remedies available in law or equity.

REQUEST FOR QUOTATION #AGR1412

Banking & Auditing Services for Clearing of WV Senior Farmer’s Market Nutrition Program Food Instruments

11. MISCELLANEOUS:

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below. The Agency reserves the right to reject any staff proposed or later assigned to the project, and require the Vendor to remove them from the project. No change to the assigned Contract Manager may occur without prior, written (email suffices) notification of the Agency. Project staff meetings will occur at the Agency’s location, as often as needed during the life of the contract, to address issues arising on the project. Attendance at these meetings by the Contact Manager is mandatory, optional for all other Vendor staff working on the project. All travel expenses to attend these meetings are the responsibility of the Vendor.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

RFQ#AGR1412

Exhibit A

West Virginia FMNP Banking & Auditing Services Pricing Page

All prices proposed are inclusive of all vendor supplied forms, postage, supplies, equipment, etc., as required to meet the specification. Prices will be firm for the life of the Contract. Quantities listed are estimated, for bid evaluation purposes only.

	Description of Service	Unit of Measure	Unit Cost	Estimated Yearly Quantity	Extended Total
1	Price per FI for FIs presented, edited and paid	FI		1,000,000	
2	Data entry costs for capture of FMNP vendor number - 3 key strokes required	Key Stroke		120,000	
3	Price per FI for FIs rejected	FI		6,000	
4	Stamp from endorsement service	FI		9,600	
5	Data Entry for NO Issuance FIs	FI		1,200	
6	Price per FI for FIs paid and pulled for return to state:				
	a. Compliance FIs	FI		180	
	b. Price per copy of original FIs which have been rejected.	FI		25	
7	Stop Payment for selected FIs	FI		2	
8	Cost for updating vendor files (submission of supplemental vendor transmissions)	Occurrence		12	
9	Price for on-line/Internet (front & back) storage and access	Per Copy		120,000	
10	Daily Balance Reporting (per Account per Month)	Account/ Month		252	
11	Daily wire transfer by 10:00 AM EST	Wire		252	
12	Cost per Food Instrument for printing & shipping FI's to Agency	Ea		100,000	
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				

Exhibit B

SAMPLE OF FOOD INSTRUMENT

ACCT # 806434
75-1248/919

WEST VIRGINIA
SENIOR FARMERS' MARKET NUTRITION PROGRAM
 WEST VIRGINIA DEPARTMENT OF AGRICULTURE
 WALT HELMICK, COMMISSIONER
 1900 KANAWHA BLVD. EAST
 CHARLESTON, WV 25305
 (304) 558-2210
 use only at authorized WV FMNP Farmers

193691

VALID DATES OF USE
 July 1, 2013 – October 31, 2013
 SOME MARKETS MAY CLOSE EARLIER

May be used for unprocessed fresh fruits and vegetables only

VOID

FARMER STAMP HERE

NOT TO EXCEED \$2.00
\$ 2.00
 NO CHANGE GIVEN

SOLUTRAN
 CITIZENS ALLIANCE BANK
 HOWARD LAKE BRANCH
 CLARA CITY, MN 56222

PARTICIPANT'S SIGNATURE

⑈ 193691 ⑈ ⑆ 0919124821 ⑆ 806434 ⑈

MUST BE DEPOSITED BY NOVEMBER 15, 2013

Exhibit C

SAMPLE OF SHIPPING LABEL

F R O M		
S H I P T O		
WV DEPT OF AGRICULTURE CONNIE TOLLEY 4496 CEDAR LAKES DR RIPLEY, WV 25271		
DISTRIBUTOR P.O. NO.		CUSTOMER P.O. NO.
31435		CONNIE TOLLEY
DESCRIPTION		PARTS
W VIRGINIA SENIOR FARMERS MKT		01
FORM NUMBER	QUANTITY	CARTON
806434	4500	470 F
BEGINNING NUMBER	ENDING NUMBER	FACTORY NO.
330001	334500	048745

STORE IN A COOL DRY PLACE

RFQ#AGR1412 Exhibit D

DRAFT OF REJECTION STAMP MESSAGES

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

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____