

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

# Request for Quotation

CSE80625

PAGE

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE PLZICH GROUP LLC P.O BOX 4191 Star City WV 26504

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV

25301-3703 304-558-1649

ADDRESS:CORRESPONDENCESTO/ATTIENTION:OF

05/29/		***********						
BID OPENING DATE:	<del></del>	06/28/	2007			BID	OPENING TIME O	1:30PM
LINE	QUAI	VIITY	UOP	CAT. NO	ITEM NUMBE	R	UNITPRIÇE	TAUOMA
			0		ND BLANKET	CONTR	ACT	
0001		1	JB	,	990-52-01-0	01		· .
	THE MI SUPPLE SUPPOR CHILD PARENT THE RE	SSION MENTAL T ENFO SUPPOR S, AND	OR PU PROC RCEME T PAP ANY ENTS	RPOSE ESS S NT (B ERS T OTHER OF RU	OF THIS RE ERVICE FOR CSE) FOR TH O ABSENT PA PARTIES CO	QUEST THE B IE PUR RENTS INCERN	PER ATTACHED  IS TO PROVIDE  UREAU FOR CHILD  POSE OF SERVING  CUSTODIAL  ED PURSUANT TO  VIRGINIA RULES	
	SHALL "REASO A NEW "REASO MONTHS TERMIN THIRTY PURCHA WILL N	ONTRAC EXTEND NABLE CONTRA NABLE DURI ATE TH (30) SING. OT REL VIDE S	T BEC FOR TIME" CT OR TIME" NG TH E CON DAYS NOTIC IEVE	OMES A PER THER RENE PERI E "RE TRACT WRITT E BY VENDO	EAFTER AS I W THE ORIGI OD SHALL NO ASONABLE TI FOR ANY RE EN NOTICE I VENDOR OF I	(1) YES NEC NAL COME TEXT ASON THE NOTENT LIGAT	, 2007, AN EAR OR UNTIL SUC ESSARY TO OBTAIN ONTRACT. THE EED TWELVE (12) HE VENDOR MAY UPON GIVING DIRECTOR OF TO TERMINATE ION TO CONTINUE RMS OF THE	
	UNLESS	SPECI	FIC P				TED ELSEWHERE IN	
SIGNATURE	`			- DEE HE	VERSE SIDE FOR TERM TEL	EPHONE	291-5140 DATE	12212007
mie De	Mn &	So FE	in 61.	. १५९	2843	<u> </u>		S TO BE NOTED ABOVE

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

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

#### **INSTRUCTIONS TO BIDDERS**

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

#### **SIGNED BID TO:**

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



Mem

RFQ COPY

TYPE NAME/ADDRESS HERE

Phaid GROUP LIC

P.O Box 4191

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

# Request for Quotation

CSE80625

RFONUMBER

2007

ADDRESS CHANGES TO BE NOTED ABOVE

ADDRESS:CORRESPONDENCESTO:ATTENTION:GE ROBERTA WAGNER 304-558-0067

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

Star City WV 26504 FREIGHTTERMS TERMS OF SALE SHIP VIA FO.B. DATE PRINTED 05/29/2007 **BID OPENING DATE:** 06/28/2007 BID OPENING TIME 01:30PM QUANTITY ITEM:NUMBER UNITPRICE AMOUNT UOP LINE THIS CONTRACT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE AGENCY AND THE VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE ACCORDANCE WITH THE ORIGINAL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE-YEAR PERIODS. QUANTITIES: QUANTITIES LISTED IN THIS REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE AGENCY. THE ESTIMATES ARE FOR TOTAL DOCUMENTS SERVED, NOT NECESSARILY THOSE SERVED BY PRIVATE VENDOR. 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. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 11, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-291-5140

61-149 Z843



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

# Request for BEQINUMBER

CSE80625

ROBERTA WAGNER 304-558-0067

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 304-558-1649 25301-3703

ADDRESS:CORRESPONDENCE TO ATTENTION OF

RFQ COPY TYPE NAME/ADDRESS HERE PLAID GROUP LLC P. O. Box 4191 Star City WY 26504

DATE PRINTED		RMS OF SALE	SHIP VIA	FO.B.	FREIGHTTERMS
05/29/2007   BID OPENING DATE: 06/28/2007		2007	BID O	PENING TIME 01	:30PM
LINE	QUANTITY	UOP CAT	ITEM NUMBER	UNITPRICE	AMGUNT
		NO.			
EAV	706-EE9	6115			
1	: 304-558 Atl: RWAG	NEROWVADM	N. GOV		
L 117	TE. KWAC	JALKON VADII.		·	
0.44	NELL ATTON	. THE DIR	CTOD OF DUDGUACTA	ic prorpure Tur	
			CTOR OF PURCHASIN		
			F THE COMMODITIES		
1		3 1	ERIOR QUALITY OR		
ТО Т	THE SPECI	FICATIONS	OF THE BID AND CO	INTRACT HEREIN.	
ł. 					-
			E DIRECTOR OF PUR NIT TO PURCHASE O		
: 1		1	LING OF A REQUISI		
			IED ON THIS CONTR		
IMMI	DIATE DE	LIVERY IN	EMERGENCIES DUE T	O UNFORESEEN	
			NOT LIMITED TO DE		
i i	1 mm	THANU NA	CIPATED INCREASE	IN THE VOLUME	
OF 1	WRK.)	† †	† †		
lauai	ITITIES:	QUANTITIES	LISTED IN THE RE	OUISITION ARE	
			ASED ON ESTIMATES		
		3.	T. IT IS UNDERST	4	
			L COVER THE QUANT		
7. 7.		7- 7-	URING THE TERM OF HAN THE QUANTITIE	- 4	
		1 1	ENDING UNIT(S) SH		
4		4 4	ORDER (FORM NUMB	4	
THE	VENDOR F	OR COMMOD	TIES COVERED BY T	THIS CONTRACT.	
			HE WV-39 SHALL BE		
			N FOR SHIPMENT, A		
		THE SPEND	NG DIVISION, AND	A IHIKD CUPY	
KEI	ATIAEN DI			,	
DIGITATION .		SEE AE	VERSE SIDE FOR TERMS AND CONT TELEPHONE		
SIGNATURE CONTROL	<u> </u>		304-20	91-5-140 DATE	22 12007
member Me	PARCIAL F	61- 149	2843	ADDRESS CHANGES	TO BE NOTED ABOVE

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



RFQ COPY

TYPE NAME/ADDRESS HERE

Plaid GROUP LLC

Star City WV 36564

P.O BOX 4191

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

# Request for Quotation

CSE80625

ROBERTA WAGNER 304-558-0067

RFO NUMBER

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

DATE PRINTED TERMS OF SALE SHIP VIA FO.B. FREIGHTTERMS 05/29/2007 **BID OPENING DATE:** BID OPENING TIME 06/28/2007 01:30PM QUANTITY ITEM:NUMBER UNIT PRICE TRUOMA LINE UOP IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 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). APPLICATION IS MADE FOR 2.5% 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 CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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, | ASSO|CIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE SEE REVERSE SIDE FOR TERMS AND CONDITIONS 2007 ADDRESS CHANGES TO BE NOTED ABOVE 61-149 2843

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



RFQ COPY

TYPE NAME/ADDRESS HERE

PLIID GROUP LLC

Box 4191

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

22 Lity WV 26504

# Request for Requirements Quotation

CSE80625

5

\*\*\*\*\*ADDRESS.COHHESRONDENGER.O/ATE/ENT/ION/OF ROBERTA WAGNER 304-558-0067

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

DATE PRINTED TERMS OF SALE SHIPVIA FOB. FREIGHTTERMS 05/29/2007 BID OPENING DATE: 06/28/2007 **BID OPENING TIME** LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  $(\lambda)$  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 RESIDENT'S OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS SEE REVERSE SIDE FOR TERMS AND CONDITIONS. GNATURE 304-291-5140 6 ADDRESS CHANGÉS TO BÉ NOTED ABOVE 61-149 2842



RFQ COPY

TYPE NAME/ADDRESS HERE

Pland GROUP LLC

Star City WV 26504

P.D Box 4191

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

# Request for BEGINUMBER Quotation

CSE80625

ADDRESS:CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

TERMS OF SALE SHIP VIA DATE PRINTED FOB, FREIGHTTERMS 05/29/2007 BID OPENING DATE: 06/28/2007 BID OPENING TIME 01:30PM QUANTITY. UOP ITEM NUMBER UNIT PRICE LINE AMOUNT FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF (A) RESCIND THE CONTRACT OR PURCHASE PURCHASING TO: ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF 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. 210 GROUP LLC DATE: SIGNED SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-291-5140 22 61-1492843 ADDRESS CHANGES TO BE NOTED ABOVE



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

# Request for BEGINUMBERS

CSE80625

ROBERTA WAGNER 304-558-0067

RFO COPY TYPE NAME/ADDRESS HERE PLAND GROUP LIC P.O Box 4191 Star City, WV 26504

**HEALTH AND HUMAN RESOURCES** CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHTTERMS 05/29/2007 BID OPENING DATE: BID OPENING TIME 06/28/2007 01:30PM CAT. LINE QUANTITY ITEM:NUMBER UNIT PRICE AMOUNT. \* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SEALED BID ROBERTA WAGNER FILE 22 BUYER: RFQ. NO.: CSE80625 BID OPENING DATE AND TIME: 6/28/2007 @ 1:30 PM A CONVENIENCE COPY WOULD BE APPRECIATED. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304291 5141 CONTACT PERSON (PLEASE PRINT CLEARLY): "BILL" WillAm GARVIN SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-291-5140 61-1492843 ADDRESS CHANGES TO BE NOTED ABOVE

# REQUEST FOR QUOTATION DEPARTMENT OF HEALTH & HUMAN RESOURCES BUREAU FOR CHILD SUPPORT ENFORCEMENT

#### **RFQ CSE80625**

The mission or purpose of this project is to provide Supplemental Process Service for the West Virginia Bureau for Child Support Enforcement ("Agency") for the purpose of serving child support papers to absent parents, custodial parents and any other parties pursuant to the requirements of Rule 4 of the West Virginia Rules of Civil Procedure.

The bid quotation shall include all costs of service. Documents will be physically picked up and returned to the local office on a weekly basis by the Vendor. <u>Approval for payments will be issued upon successful service only.</u>

For each legal document which has been successfully served, the Vendor shall provide the respective local office with a "Credible Person Return of Service" complying with the provisions in Rule 4 of the West Virginia Rules of Civil Procedure per the attached form (Credible Person Return of Service). Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and acknowledged before a Notary Public.

The Credible Person Return of Service document must include the name of the person being served and a description of the person being served. If the document is not served on the person named, it may be served at the individual's dwelling place or usual place of abode to a member of the individual's family who is above the age of sixteen (16) years and information of the purpose of the summons and complaint must be given. The Vendor shall state the name and relationship of person served to the person named on the legal document.

The Credible Person Return of Service shall be forwarded to the respective local office within fifteen (15) calendar days from the date the legal documents are served. Documents not served by the Vendor will be returned with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. All documents shall be returned or served by the Vendor within forty-five (45) days following receipt of the document from the respective local office.

The Vendor will not be an exclusive provider of the commodity and or service. The local office, at its sole discretion, may use either the Vendor or the Sheriff in the appropriate county for the service of legal documents. When the Agency's local office determines, in its sole discretion, that service by the Sheriff is not appropriate or available, the Vendor shall provide service of legal documents pursuant to the requirements of Rule 4 of the West Virginia Rules of Civil Procedure.

The legal documents remain the property of the Agency until successful service is obtained and shall be returned to the respective local office upon written request regardless of status. All documents will be served or returned to the respective local office within a forty-five (45)-day period of time. Non-compliance of these requirements can result in non-payment of services and/or a formal vendor complaint being filed with the West Virginia Department of Administration. If non-compliance continues to be a method of service delivery, the contract may be cancelled.

The Vendor shall submit detailed invoices for services provided. A description of the document being served must be included by the Vendor on the invoice. Invoices should be received in the local Agency office at least once per month. State law forbids said invoices to be paid in advance of services supplied.

The Vendor shall be responsible for establishing and maintaining sufficient and adequate space, equipment, facilities and the necessary supplies required to maintain a safe and acceptable standard of performance. The Vendor's operational standards shall include, but are not limited to: 1) maintaining a competent staff adequate for performing the required service of legal documents; 2) maintaining comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required; and 3) developing and maintaining a schedule detailing all policies and procedures used in the Process Service Operation. This schedule must be reviewed and updated at least annually by the Vendor.

Any and all anticipated costs for travel shall be included in the Vendor's fee. The Vendor and its employees will be responsible for all costs, including but not limited to the transportation, travel, and parking expenses incurred.

If a Vendor does not offer services to all counties within a region per the listing below, then the Vendor must identify the counties in which service is provided, as well as regions. The Vendor may receive requests for service of process from any office of the Agency; however, if the Vendor has not been awarded the bid for that geographical area, he/she may not serve that process and should notify the requesting Agency office in order for the requestor to contact the proper process service company or entity.

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Region 4 is operated by a private contractor; no bids are being sought for that region. Bids will be accepted by region or county. The State reserves the right to issue multiple contracts. Awards will be made to those vendors who meet the technical requirements and submit the lowest bid.

Regions and estimated yearly quantities are as follows:

		LOCAL OFFICE	
Region 1:	Brooke County	Covered by Hancock County	68
-	Hancock County	Weirton	135
	Marshall County	Moundsville	134
	Ohio County	Wheeling	600
	Pleasants County	St. Marys	35
•	Ritchie County	Harrisville	48
	Tyler County	Covered by Wetzel County	23
	Wetzel County	New Martinsville	47
	Wirt County	Elizabeth	21
	Wood County	Parkersburg	538
Region 2:	Braxton County	Sutton	60
	Calhoun County	Grantsville	61
	Gilmer County	Glenville	5
	Jackson County	Ripley	146
	Lewis County	Weston	52
	Mason County	Point Pleasant	202

Region 2 (cont'd):	Nicholas County Roane County Upshur County Webster County	LOCAL OFFICE Summersville Spencer Buckhannon Webster Springs	60 66 36 60
Region 3:	Cabell County Putnam County Wayne County	Huntington Hurricane Wayne	385 100 250
Region 4:	Kanawha County & C	Clay County - Privatized	
Region 5:	Boone County Lincoln County Logan County McDowell County Mingo County Wyoming County	Foster Hamlin Logan Welch Williamson Pineville	29 25 305 188 10 45
Region 6:	Grant County Greenbrier County Hampshire County Hardy County Mineral County Monroe County Pendleton County Pocahontas County Randolph County Tucker County	Petersburg Lewisburg Romney Moorefield Keyser Union Franklin Marlinton Elkins Parsons	13 215 12 21 10 70 4 65 31
Region 7:	Fayette County Mercer County Raleigh County Summers County	Fayetteville Princeton Beckley Hinton	90 534 497 91
Region 8:	Berkeley County Jefferson County Morgan County	Martinsburg Charles Town Berkeley Springs	207 132 106
Region 9:	Barbour County Doddridge County Harrison County Marion County Monongalia County Preston County Taylor County	Phillippi West Union Clarksburg Fairmont Morgantown Kingwood Grafton	30 38 475 210 235 235 70

#### Life of Contract:

This contract becomes effective on \_\_\_\_\_\_, 2007and shall extend for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time", the Vendor may terminate the contract for any reason upon giving thirty (30) days written notice to the Director of Purchasing. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Unless specific provisions are stipulated elsewhere in this contract, the terms, conditions, and pricing set herein are firm for the life of the contract.

This contract may be RENEWED upon the mutual written consent of the Agency and the Vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such Renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one-year periods.

## Quantities:

Quantities listed in the requisition are approximations only, based on estimates supplied by the Agency. The estimates are for total documents served, not necessarily those served by private vendor. 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.

### Reporting:

For each legal document which has been successfully served, the Vendor shall provide the respective local office with a "Credible Person Return of Service" complying with the provisions in Rule 4 of the West Virginia Rules of Civil Procedure per the attached Credible Person Return of Service form. Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and acknowledged before a Notary Public.

The "Credible Person Return of Service" document must include the name of the person being served and a description of the person being served. If the document is not served on the person named, it may be served at the individual's dwelling place or usual place of abode to a member of the individual's family who is above the age of sixteen (16) years and information of the purpose of the summons and complaint must be given. The Vendor shall state the name and relationship of person served to the person named on the legal document.

The Credible Person Return of Service shall be forwarded to the respective local office within fifteen (15) calendar days from the date the legal documents are actually served. The documents not served by the Vendor shall be forwarded to the respective local office within fifteen (15) calendar days following the tenth failed attempt. Documents not served by the Vendor will be returned with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. All documents shall be returned or served by the Vendor within forty-five (45) days following receipt of the document from the respective local office.

#### Personnel:

A qualified individual shall be available to act as a witness in the event testimony is deemed necessary as a result of the Process Service. There shall be no additional cost to the State of West Virginia, Department of Health and Human Resources, or the Bureau for Child Support Enforcement.

#### Purchasing Affidavit:

West Virginia Code §5A-3-10a(3)(d) requires that all Vendors submit a Purchasing Affidavit regarding any debt owed to the State of West Virginia. The Purchasing Affidavit must be signed and submitted prior to award. It is preferred that the Purchasing Affidavit be submitted with the bid quotation.

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

IN THE	COURT OF	COUNTY, WESTVIRGINIA
Pla	intiff,	Civil Action #:
De	fendant.	
	CREDIBLE PERSO	ON RETURN OF SERVICE
This day	, knov	vn to the undersigned authority to be a credible
person over the age of	of eighteen (18), pers	sonally appeared before the undersigned
authority and avers as	s follows:	
l,	, served the w	rithin upon
		on the day of,
		, PERSONALLY, at
		, a true copy thereof in
STATE OF WEST VIF		<del></del>
COUNTY OF		
	ed and sworn to be	fore me this day of
		Notary Public
My commission expire	es:	•

# RFQ CSE 80625 Cost Sheet

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Region 4 is operated by a private contractor; no bids are being sought for that region. Bids will be accepted by region or county. The State reserves the right to issue multiple contracts. Awards will be made to those vendors who meet the technical requirements and submit the lowest bid.

Regions and estimated yearly quantities are as follows:

Regions and estim	LIKUT	TOTAL		
DECION 4	LOCAL OFFICE	ESTIMATED	UNIT	TOTAL
REGION 1	LOCAL OFFICE	QUANTITIES	COST	COST
Brooke County	Covered by Hancock County	68 135	\$ \$	\$
Hancock County	Weirton	134		\$
Marshall County	Moundsville		\$	\$
Ohio County	Wheeling	600	\$	\$
Pleasants County	St. Marys	35 40	\$ 31.75	\$ 1111.25
Ritchie County	Harrisville	48	\$ 31.75	\$ 1524.50
Tyler County	Covered by Wetzel County	23	\$ 31.75	\$ 730 25
Wetzel County	New Martinsville	47	\$ 31.75	\$ 1492.25
Wirt County	Elizabeth	21	\$ 31.75	\$ 666.75
Wood County	Parkersburg	538	\$ 31.75	\$ 17.021.50
REGION 2:				
Braxton County	Sutton	60	\$	\$
Calhoun County	Grantsville	61	\$	\$
Gilmer County	Glenville	5	\$ \$	\$
Jackson County	Ripley	146	\$_31.7 <u>5</u>	\$4.312.00
Lewis County	Weston	52	\$ 31.75	\$ 1651.00
Mason County	Point Pleasant	202	\$ 31.75	\$ 6413.00
	Summersville	60 60	\$ 21.75	
Nicholas County		66	Φ \$	\$
Roane County	Spencer			\$
Upshur County	Buckhannon	36 60	\$ 31.75	\$ 1143.00
Webster County	Webster Springs	60	\$	\$
REGION 3:				•
Cabell County	Huntington	385	\$ 31.75	\$ 12. 223.75
Putnam County	Hurricane	100	\$ 31.75	\$ 3,175.00
Wayne County	Wayne	250	\$ 3175	\$ 7.937, 50
,			T-mitanian-lukana,	4
REGION 4:	Kanawha County & Clay Count	y – Privatized		
REGION 5:				
Boone County	Foster	29	\$	\$
Lincoln County	Hamlin	2 <del>5</del> 25	\$ 31.75	\$ 793.75
		305		
Logan County	Logan		\$	\$
McDowell County	Welch	188	\$	\$
Mingo County	Williamson	10	\$	\$
Wyoming County	Pineville	45	\$	\$
REGION 6:				
Grant County	Petersburg	13	\$	\$
Greenbrier County	Lewisburg	215	\$	\$
Hampshire County	Romney	12	\$	\$ \$
· · · · · · · · · · · · · · · · · · ·		1 340	Ψ	Ψ

REGION 6 CONTINU Hardy County Mineral County Monroe County Pendleton County Pocahontas County Randolph County Tucker County	JED: Moorefield Keyser Union Franklin Marlinton Elkins Parsons	21 10 70 4 65 31 12	\$\$ \$\$ \$\$ \$\$\$\$	\$ \$ \$ \$ \$\$ \$\$21,00
REGION 7: Fayette County Mercer County Raleigh County Summers County	Fayetteville Princeton Beckley Hinton	90 534 497 91	\$ \$ \$ \$	\$ \$ \$
REGION 8: Berkeley County Jefferson County Morgan County	Martinsburg Charles Town Berkeley Springs	207 132 106	\$ \$ \$	\$ \$ \$
REGION 9: Barbour County Doddridge County Harrison County Marion County Monongalia County Preston County Taylor County	Phillippi West Union Clarksburg Fairmont Morgantown Kingwood Grafton	30 38 475 210 235 235 70 GRAND TOTAL:	\$ 31.75 \$ 31.75 \$ 31.75 \$ 31.75 \$ 31.75 \$ 31.75 \$ 31.75	\$ <u>0,52.50</u> \$1206.50 \$15,081.25 \$ 6,667.50 \$ 7.461.25 \$ 7.461.25 \$ 2222.50 \$102,679.00

P	FΩ	No.	CSE80625

# STATE OF WEST VIRGINIA Purchasing Division

016

# **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

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

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

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

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

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

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

Vendor's Name: Plaid G200p LLC			
Authorized Signature:	Date: _	6/20	12007
Purchasing Affidavit (Revised 04/15/07)		, ,	·