



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

# Request for Quotation

RFQ NUMBER  
**CSE80628**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**JCDC**  
 112 Industrial Lane  
 Millwood WV 25262

**HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
 BUILDING 6  
 CHARLESTON, WV  
 25305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				
BID OPENING DATE: 11/01/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
<p><b>OPEN-END BLANKET CONTRACT</b></p> <p><b>CONTRACT FOR NEW HIRE PROGRAM SERVICES</b></p> <p>VENDOR TO PROVIDE SERVICES TO ASSIST IN THE LOCATION OF INDIVIDUALS WHO HAVE A DUTY TO SUPPORT THEIR CHILDREN THROUGH THE REPORTING OF NEWLY HIRED OR REHIRED EMPLOYEES OR THOSE RETURNING TO WORK.</p> <p>VENDOR IS TO PROVIDE DATA ENTRY, EMPLOYER OUTREACH, COMPLIANCE MONITORING, AND REPORTING SERVICES AS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SIGNATURE *Craig A. Greening* TELEPHONE 304-273-9311 DATE 10/30/07

TITLE Exec Director FEIN 55-0598714 ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 may be deemed null and void, and terminated without further order
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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**CSE80628**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*JCDC*  
*112 Industrial Lane*  
*Millwood WV 25262*

HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
 BUILDING 6  
 CHARLESTON, WV  
 25305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig A Greening</i>	TELEPHONE 304-273-9311	DATE 10/30/07
TITLE Exec Director	FEIN 55-098714	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**3**

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

ADDRESS

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**JCDC  
 112 Industrial Lane  
 Millwood WV 25262**

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
 BUILDING 6  
 CHARLESTON, WV  
 25305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 10/17/2007. 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:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig A. Greening</i>	TELEPHONE 304-273-9311	DATE 10/30/07
TITLE Exec Dir.	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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JCOE  
 112 Industrial Lane  
 Millwood WV 25262

HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
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10/01/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
E-MAIL: RWAGNER@WVADMIN.GOV						
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).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input type="checkbox"/> 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 <input checked="" type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig A. Greening</i>	TELEPHONE 304-273-9311	DATE 10/30/07
TITLE Exec Dir	FEIN 55-0593714	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067**

RFQ COPY  
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JCDC  
 112 Industrial Lane  
 Millwood WV 25262

HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
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10/01/2007				

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<p>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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( <input checked="" type="checkbox"/> ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig A. Greening</i>	TELEPHONE 304-273-9311	DATE 10/30/07
TITLE Exec Dir	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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RFQ COPY  
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JCDC  
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 Millwood WV 25262

HEALTH AND HUMAN RESOURCES  
 CHILD ADVOCATE OFFICE  
 CAPITOL COMPLEX  
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 CHARLESTON, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CONTRACT OR PURCHASE ORDER.</b></p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Jackson County Developmental Center, Inc.</u></p> <p>DATE: <u>October 30, 2007</u></p> <p>SIGNED: <u>Craig A Greening</u></p> <p>TITLE: <u>Executive Director</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Craig A Greening</u>	TELEPHONE <u>304-273-9311</u>	DATE <u>10/30/07</u>
TITLE <u>Exec Dir</u>	FEIN <u>55-0598714</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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**7**

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 304-558-0067**

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JCDC  
 112 Industrial Lane  
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HEALTH AND HUMAN RESOURCES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/01/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	(REV. 12/00)					
	<b>NOTICE</b>					
	A SIGNED BID MUST BE SUBMITTED TO:					
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:-----FILE 22/RW-----					
	RFQ. NO.:-----CSE80628-----					
	BID OPENING DATE:-----11/1/2007-----					
	BID OPENING TIME:-----1:30 PM-----					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	-----304-273-5131-----					
	CONTACT PERSON (PLEASE PRINT CLEARLY):					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig A. Greening</i>	TELEPHONE 304-273-9311	DATE 10/30/07
TITLE Exec Dir	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067**

RODNEY

RFQ COPY  
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JCDC  
 112 Industrial Lane  
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SHIP TO

HEALTH AND HUMAN RESOURCES  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>Craig Greening            JCDC            112 Industrial Lane            Millwood WV 25262</p>						
<p>***** THIS IS THE END OF RFQ CSE80628 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig Greening</i>	TELEPHONE 304- <del>7</del> 73-9311	DATE 10/30/07
TITLE Exec Director	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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REQUEST FOR QUOTATION  
West Virginia Department of Health & Human Resources  
Bureau for Child Support Enforcement

RFQ# CSE80628

**General Information:**

The Acquisition and Contract Administration Section of the Purchasing Division, ("State"), for the Department of Health and Human Resources, Bureau for Child Support Enforcement ("Agency") is soliciting proposals from vendors to provide data entry, employer outreach and compliance monitoring, and reporting services

The Agency is mandated to establish and maintain a New Hire Program by West Virginia State Code §48-18-125 (Attachment A) in order to comply with the provisions of the Personal Responsibility Work Opportunity and Reconciliation Act of 1996. The purpose of the Program is to assist in the location of individuals who have a duty to support their child(ren) through the reporting of newly hired or rehired employees or those employees returning to work from extended leave. This information enables the Agency to establish paternity and support orders and to withhold court-ordered support from the individual's income. This information is shared with the State's Bureau of Employment Programs, the Title IV-A Agency, and other State benefit programs to assist in verifying eligibility for these programs.

The State of West Virginia has approximately 90,357 active employers doing business in this State. From July 1, 2005 through June 30, 2007, the Agency has transmitted approximately 480,845 New Hire Reports to the National Directory of New Hires which contains the new hire information for all states and U S territories.

The vendor must have experience and knowledge of the Agency's New Hire Reporting Program and expertise in data verification, data entry, imaging transmission, magnetic and electronic data transmission, facsimile transmission, interactive voice response systems, and quality control.

**Vendor Responsibilities:**

- A. The vendor shall be responsible for the daily operation of the Agency's New Hire Reporting Program. In addition, the vendor will provide customer and technical services to the Agency and West Virginia employers. These services will include, but are not limited to, developing and disseminating employer outreach materials (including a guide to child support for all employer related responsibilities); developing, implementing, and monitoring an employer compliance program; communicating new hire reporting requirements to employers; providing technical assistance to employers relating to the Agency's New Hire Program; and developing and maintaining an employer website including but not limited to, the ability for employers to get information, forms and report new hires.

B. The Vendor shall be responsible for establishing and maintaining space, equipment, facilities and the necessary supplies required to maintain the daily operation of the Agency's New Hire Program. The Vendor's operational standards shall include, but are not limited to: 1) maintaining a staff adequate for performing the daily operation of the Agency's New Hire Program; 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 the Vendor's operational policies and procedures which must be reviewed and updated at least annually by the Vendor.

C. New Hire Data Elements:

WV Code §48-18-125 (Attachment A) requires that all employers doing business in West Virginia report newly hired and rehired employees and employees returning to work from extended leave within fourteen (14) days. The Vendor must be able to accept the following data elements which employers are required to report (Sections 1 -- 6 below) and additional elements (Sections 7 & 8 below) the employers may elect to report:

- 1 Employee's full name (first, middle, last);
- 2 Employee's address;
- 3 Employee's social security number;
- 4 Employer's name and complete address;
- 5 Employer's payroll address, if different;
- 6 Employer's Federal Employer Identification Number (FEIN);
- 7 Employee's date of birth (optional);
- 8 Employee's income (optional)

D. Incomplete Reports:

If the vendor receives reports which are missing any of the required data elements, the Vendor must contact the reporting entity to obtain the missing information within two (2) business days of receipt of the incomplete record. It is the sole responsibility of the vendor to ensure that only complete records are transmitted to the Agency.

E. Report Processing:

The vendor must have an effective and efficient method of accepting and processing reports submitted by employers and other reporting entities. All paper reports must be date stamped upon receipt. In order to comply with this requirement, the vendor must ensure that all reports submitted must be processed and data entry complete within two (2) business days of receipt of the reports whether the report is received on paper or through electronic transmission. The vendor must notify the Agency of any occurrences of backlogs in data entry and develop a corrective action plan to resolve the backlog and prevent recurrences.

F. Report Formats:

The vendor must be able to accept and process reports received in the following formats:

- 1 Paper Reports:
  - a W-4 Forms;
  - b Facsimiles: Vendor must provide a national toll-free fax number that shall be operational 24 hours a day, 7 days a week and must maintain a sufficient number of fax machines to ensure that employers will connect to a busy or no-answer signal on less than one percent (1%) of attempts;

c Any other report form that includes all required data elements

2. Electronic Reporting:

The vendor must accept reports in electronic format including, but not limited to, diskettes, compact disk (CD), cartridge tape, electronic file transfer and internet. Vendor must accept reports in the format specified by the Agency (See Attachment B). Strict security precautions must be installed to ensure that unauthorized persons cannot access the new hire records.

3. Interactive Voice Response (IVR) Reporting:

The vendor must provide employers and reporting entities the option to report via telephone using automated IVR technology. The IVR number must be nationally toll-free and accessible 24 hours a day, 7 days a week. The IVR must:

- a Instruct as well as disseminate program information in addition to forwarding the caller to a customer service, technical service or data entry operator during business hours or to an automated reporting function after regular business hours.
- b Allow calls to be transferred to Vendor staff and interface with facsimile technology to provide forms and reporting instructions requested by callers.

4. Internet Reporting:

The vendor must provide employers the option of reporting via an employer website to be developed by the vendor. This reporting option should be made available nationally and be accessible 24 hours a day, 7 days a week.

G. Quality Assurance:

The vendor must have safeguards in place to ensure that the data is accurately entered and the Agency receives accurate information from the reports. The vendor must include edits in the data entry system (both manual and electronic entry) to ensure that data is correct. The data entry system must allow for correction of errors and include safeguards to prevent duplicate entries.

H. Transmission of New Hire Data to the State:

The vendor shall transmit the new hire report information to the Agency's mainframe daily by File Transfer Protocol ("FTP") or via another electronic method such as Connect:Direct to be specified by the State. Each individual record must be transmitted within two (2) days of receipt of the New Hire report.

The time of day of transmission will be determined after the contract is awarded. If the Vendor is unable to transmit at the agreed time, the Vendor must contact the State to make alternative arrangements for the transfer of information.

I. Employer Outreach and Compliance:

The Vendor must work in cooperation with the Agency to provide outreach to employers regarding their responsibilities relating to new hire reporting and child support, in general. The Vendor will be responsible for all costs associated with the outreach and

compliance All materials, processes and procedures must be approved by the Agency before being implemented The Vendor will be expected to do the following:

- 1 Develop and implement a plan approved by the Agency to transition the new hire reporting responsibilities from the current Vendor
2. Notify current, new, and existing employers of their responsibilities related to the child support program This shall include information on new hire reporting, income withholding, medical support, etc., as well as addressing employer groups, payroll associations, and other employer entities
- 3 Develop, implement, and maintain a process to identify and track employers who are non-compliant This process shall include notification to employers of any non-compliant status with follow-ups to ensure that all assistance has been granted in order for employers to meet compliance guidelines.
- 4 Develop, implement, and maintain an internet website that provides basic child support information for employers The website shall include information for employers about new hire reporting, income withholding, medical support, etc and be updated statutes, policies or procedures change The content of the website must be approved by the Agency There must be a secure process whereby employers can report new hires on the website allowing the reports to remain confidential
5. The vendor must install nationally toll-free phone lines to respond to employer questions about new hire reporting. The Vendor will be responsible for the cost of maintaining and staffing these phone lines The toll-free number must be accessible and staffed during regular business hours as defined by the Agency Regular business hours are defined as Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Standard Time

J Security and Retention of Records:

- 1 The vendor must maintain a secure backup copy of all new hire reports for a minimum of ninety (90) days The reports shall be maintained on a register and shall contain the receipt date, reporting method, and submitter's name
- 2 The vendor must purge and destroy the information as defined by the State
- 3 This project involves a high degree of confidentiality, and the Vendor will be expected to provide appropriate safeguards against disclosure of information The vendor must provide for the confidential and secure handling of the data being transmitted via paper reports, electronic transmissions, the internet and when transmitting the records to the Agency The vendor must maintain the new hire data in a secure environment and shall not make available or disclose the information to any other person or companies in its entirety or in part unless specifically required by law

- K **Statistical Reports:** The vendor must provide the State with the following reports on a regular basis:
1. Total number of records received per day, month, year-to-date, and year;
  2. Total data entry records keyed per day;
  3. Total electronic records transmitted to file by type of media (tape, diskette, internet, etc );
  4. Total records transmitted to the Agency per transmission;
  5. Total number of employers reporting;
  6. Total number of non-compliant employers identified and number of compliance letters sent;
  7. Number of multi-state employer/employees reported per month, by state;
  8. Website usage statistics
- L. The vendor is required to begin participation in transition activities no later than three (3) months prior to the assumption of the new hire process. Vendor responsibilities during the transition period shall include, but are not limited to the following:
1. **Management Team:** The vendor shall assemble a fully functional management team during the first two (2) weeks of the transition period. Furthermore, the vendor shall provide the Agency with the names and biographical sketches of all management team members. If at any time a team member is replaced, the vendor must notify the Agency within two (2) business days. After the transition period expires, the management team shall assume full and complete responsibility for the new hire process.
  2. **Planning:** Immediately upon notification of selection, the vendor shall prepare a detailed transition plan for the Agency's approval. The plan, at a minimum, shall include:
    - a. Planned activities;
    - b. Staffing levels;
    - c. A time line for completion and deliverables;
    - d. A checklist for review and acceptance by the Agency of the policies and procedures developed by the Vendor to accomplish a successful transition; and,
    - e. A detailed disaster recovery/business contingency plan which shall be approved by the Agency and must be submitted prior to the expiration of the three-month transition plan.
      - 1) **Disaster Plan:** The disaster plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Backup equipment shall be tested for compatibility and capacity and any identified shortcomings shall be resolved. Any backup facility shall also be tested to show that it can provide operational capacity for a minimum of two (2) months.

**General Requirements:**

The vendor's operational facility after award of the contract must be located within the Continental United States.

The vendor must allow the Agency and Federal Offices of Child Support Enforcement to conduct on-site inspections and audits of work in progress at the vendor's location

The vendor must participate in evaluating the efficiency and effectiveness of the New Hire Program at the request of and in conjunction with the Agency's evaluation unit. The purpose of the evaluation will be to assess compliance with the contract, to monitor compliance with State and Federal procedures, and to determine the overall effectiveness of the program. The Agency reserves the right to make recommendations and/or approve or disapprove operational processes and procedures that have been noted as the result of any inspection/audit conducted by the Agency's Performance Evaluation Unit

**Insurance Requirements:**

Insurance certificates are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

- 1 For bodily injury (including death): \$500,000 per person, a minimum of \$1,000,000 per occurrence
- 2 For property damage; a minimum of \$1,000,000 per occurrence.
- 3 Professional liability; a minimum of \$1,000,000 per occurrence.

Proof of insurance shall be provided by the Vendor at the time the contract is awarded.

**Prohibition Against Gratuities:**

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

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

**Certifications Related to Lobbying:**

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

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

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

**Non-Appropriation of Funds:**

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

**License Requirements:**

The vendor must maintain the necessary licenses to conduct business with the State of West Virginia

**Purchasing Affidavit:**

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit a Purchasing Affidavit ("Affidavit") which certifies there are no outstanding obligations or debts owing to the State of West Virginia. The Purchasing Affidavit is attached to this Request for Quotation and **must** be completed and signed and returned. If bidding a joint quotation, a Purchasing Affidavit must be completed for both vendors.

**Debarment and Suspension:**

The vendor will not be considered in the proposal process if debarred or suspended. Vendor must certify that they are not debarred or suspended. Successful Vendor must certify that no entity, agency or person associated with the Vendor is debarred or suspended.

**Resident Vendor Preference:**

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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two – 2.5% preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.



**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 the parties to 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 RFQ and resulting contract. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for the payment of employees and contractors, including, but not limited to, 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall not bring any type of legal action, and shall hold harmless, as well as provide the State and Agency with a defense against any and all claims that the State is held responsible for, including but not limited to payments, wage withholdings, contributions, taxes, social security taxes and employer income tax returns.

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

The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract. However, the Vendor is totally responsible for payment of the subcontractor.

**Indemnification:**

The vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers and employees from and against:

- A. 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;
- B. 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 subcontractors to observe State and Federal statutes or regulations;

- C Any failure of the vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to, labor and wage laws;
- D Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State Medicaid and Medicare statutes or regulations of the Vendor, its officers, employees, or subcontractors in the performance of the services required in the resulting contact

**Compliance with Laws and Regulations:**

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

West Virginia Code §21A-2-6(18) prohibits the State or any agency from contracting with any vendor not in compliance with the regulations set forth by the Bureau of Employment Programs.

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

**Life of Contract:**

This contract shall be effective **January 1, 2008** and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months.

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

**Contract Termination:**

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If, after such notice, the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

This contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the Vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**Liquidated Damages:**

Pursuant to West Virginia State Code '5A-3-4(8), the Vendor agrees that liquidated damages shall be imposed at the rate of \$200.00 per day for failure to provide deliverables, meet mile stones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

**Record Retention & Confidentiality:**

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

The vendor shall have access to private and confidential data maintained by the Agency to the extent required for the vendor to carry out the duties and responsibilities defined in this contract. The vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the vendor, subcontractors, or individuals permitted access by the vendor.

**Vendor Compensation:**

The vendor's compensation for any transition efforts associated with the testing and development of operational procedures shall be based upon an agreed fixed price. Equal monthly progress payments covering the transition costs shall be made during the transition period. Payments shall begin one month after the Agency's approval of the transition plan. Each payment shall only be made upon review and approval of a detailed invoice outlining the milestones and/or deliverables achieved during the invoice period. The transitional cost shall be included as a part of the cost proposal.

The Vendor's compensation for the term of the contract, outside of the transition period, shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service. Payment on the invoice will be in the form of a State Warrant.

The vendor shall adjust the monthly invoice to reflect reimbursements owed to the Agency for related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services.

Invoices will be submitted and addressed to the West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement, 350 Capitol Street, Room 147, Charleston, West Virginia 25301-3703 and to the attention of Hal Pendell. An example of an invoice is attached (Attachment C).

**NEW HIRE REPORTING PROGRAM  
(CSE80628)**

**COST QUOTATION**

Transitional Cost (Fixed Fee) - 0 -

**\*Current Avg.**

A Rate Per New Hire Record \$ 0.60 X 22,776 = \$13,465.60

B Rate Per NDNH Reject Resubmittal \$ 0.60 X 395 = \$237.00

**Grand Total:** \$13,902.60

**\*Current Averages:** - These numbers are for comparison purposes ONLY.  
Actual workload may vary.

**Award will be based upon the combined cost.**

Craig Greening, Exec Director  
JCDC  
112 Industrial Lane  
Millwood WV 25262  
304-273-9311

~~Attachment A~~  
New Hire RFQ  
CSE 80628

### § 48-18-125. Employment and Income Reporting

Statute text

(a) For purposes of this section:

(1) "Employee" means an individual who is an "employee" for purposes of federal income tax withholding, as defined in 26 U.S.C. § 3401;

(2) "Employer" means the person or entity for whom an individual performs or performed any service of whatever nature and who has control of the payment of the individual's wages for performance of the service or services, as defined in 26 U.S.C. § 3401;

(3) An individual is considered a "new hire" on the first day in which that individual performs services for remuneration and on which an employer begins to withhold amounts for income tax purposes

(b) Except as provided in subsections (c) and (d) of this section, all employers doing business in the state shall report to the bureau for child support enforcement:

(1) The hiring of any person who resides or works in this state to whom the employer anticipates paying earnings; and

(2) The rehiring or return to work of any employee who resides or works in this state

(c) Employers are not required to report the hiring, rehiring or return to work of any person who is an employee of a federal or state agency performing intelligence or counterintelligence functions if the head of the agency has determined that reporting could endanger the safety of the employee or compromise an ongoing investigation or intelligence mission

(d) An employer that has employees in states other than this state and that transmits reports magnetically or electronically is not required to report to the bureau for child support enforcement the hiring, rehiring or return to work of any employee if the employer has filed with the secretary of the federal department of health and human services, as required by 42 U.S.C. § 653A, a written designation of another state in which it has employees as the reporting state

(e) Employers shall report by mailing to the bureau for child support enforcement a copy of the employee's W-4 form; however, an employer may transmit such information through another means if approved in writing by the bureau for child support enforcement prior to the transmittal. The report shall include the employee's name, address and social security number, the employer's name and address, any different address of the payroll office and the employer's federal tax identification number. The employer may report other information, such as date of birth or income information, if desired

(f) Employers shall submit a report within fourteen days of the date of the hiring, rehiring or return to work of the employee. However, if the employer transmits the reports magnetically or electronically by two monthly submissions, the reports shall be submitted not less than twelve days nor more than sixteen days apart

(g) An employer shall provide to the bureau for child support enforcement, upon its written request, information regarding an obligor's employment, wages or salary, medical insurance, start date and location of employment.

(h) Any employer who fails to report in accordance with the provisions of this section shall be assessed a civil penalty of no more than twenty-five dollars per failure. If the failure to report is the result of a conspiracy between the employer and the employee not to supply the required report or to supply a false or incomplete report, the employer shall be assessed a civil penalty of no more than five hundred dollars.

(i) Employers required to report under this section may assess each employee reported one dollar for the administrative costs of reporting.

(j) Uses for the new hire information include, but are not limited to, the following:

(1) The state directory of new hires shall furnish the information to the national directory of new hires;

(2) The bureau for child support enforcement shall use information received pursuant to this section to locate individuals for purposes of establishing paternity and of establishing, modifying and enforcing child support obligations and may disclose such information to any agent of the agency that is under contract with the bureau to carry out such purposes;

(3) State agencies responsible for administering a program specified in 42 U.S.C. § 1320b-7(b) shall have access to information reported by employers for purposes of verifying eligibility for the program; and

(4) The bureau of employment programs shall have access to information reported by employers for purposes of administering employment security and workers' compensation programs (2001, c 91; 2002, c 101; 2003, 2<sup>nd</sup> Ex. Sess., C 27)

Editor's Notes: This section is derived from former § 48A-2-34 (enacted by Acts 1995, c 88, and amended by Acts 1997, 1<sup>st</sup> Ex. Sess., c 16; 1998, c 79)

**WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT  
EMPLOYMENT AND INCOME REPORTING  
FILE LAYOUT  
RECORD SPECIFICATIONS**

**W-4 TRANSMITTER HEADER RECORD**

Field Name	Position	Length	AN	Comments
Record Identifier	1-2	2	A/N	<b>Required</b> This must contain the characters 'H4'
Transmitter State Code	3-4	2	A/N	<b>Required for States and Territories</b> This must contain the two-digit numeric FIPS code of the state or territory that is transmitting data to the NDNH. Refer to the Department of Commerce FIPS Code Manual, National Institute of Standards and Technology FIPS PUB 6-4 (April 1995) for a list of these codes. In addition, FIPS codes may be found on the Internet at <a href="http://www.fips.gov">http://www.fips.gov</a> . Federal agencies leave this field blank.
Transmitter Agency Code	5-13		A/N	<b>Required for Federal Agencies</b> This must contain the nine-character Federal Employer Identification Number (FEIN) or the letter "A" followed by the FIPS code of the Federal agency. SDNHs leave this field blank.
Transmission Type	14-15	2	A/N	<b>Required</b> This must contain the characters 'W4'
Department of Defense Code	16	1	A	<b>Required for DoD Only</b> This must contain one of the following characters: A = Active Duty Employees C = Civilian Employees R = Reserve Employees SDNHs and Federal agencies, other than the DoD, leave this field blank.
Version Control Number	17-18	2	A/N	<b>Required</b> This must contain the numbers '01'. OCSE will notify the SDNHs and Federal agencies when this field changes.



Field Name				Position	Length	Required	Comments
Date Stamp	19-26	8	N	<b>Required</b>	This must contain the transmission date of the W-4 data to the NDNEH. This must be in the Year 2000 -compliant format of CCYYMMDD.		
Batch Number	27-32	6	N	<b>Required</b>	This should be a sequential number generated by the transmitting Federal agency or SCNH. Do not repeat batch numbers.		
Filler	33-801	769	A/N	<b>Required</b>	This will be used in future versions. For the current version, this should be all spaces.		

System Processing Requires the Completion of All Fields in the W-4 Header Record.

**W-4 DATA RECORD**

Field Name	Position	Length	Comments
Record Identifier	1-2	2	<b>Required</b> This must contain the characters "W4"
Employee SSN	3-11	9	<b>Required</b> This must contain a nine-digit SSN. If this field is blank or contains any alphabetic characters, the system rejects the record.
Employee Name			<b>Required: At least one character in the First Name and one character in the Last Name.</b>
First Name	12-27	16	A
Middle Name	28-43	16	A
Last Name	44-73	30	A
Employee Street Address			<b>Required</b> If an address is less than 40 characters per line, do not concatenate into one line. Use Line (3) for a military designation or Canadian Province Code.
Line (1)	74-113	40	A/N
Line (2)	114-153	40	A/N
Line (3)	154-193	40	A/N
Employee City	194-218	25	A
Employee State	219-220	2	A
Employee Zip Code			<b>Required</b> This must be a valid two-letter U.S. Postal Service abbreviation of a state or territory. Refer to the Appendix C of this guide for state and territory abbreviations.
Zip Code (1)	221-225	5	A/N
Zip Code (2)	226-229	4	A/N
Employee Foreign Address			<b>Required</b> If the employee's address is a foreign country, the Foreign County Code is required. Refer to the U. S. Department of Commerce FIPS Code Manual, National Institute of Standards and Technology, FIPS PUB 10-4 (April 1995) to derive this code. In addition, FIPS codes may be found on the Internet at <a href="http://www.itl.nist.gov">http://www.itl.nist.gov</a> . The Foreign Country Name and Zip Code are optional. The Foreign Country Name, if present, must be at least two characters. Include military designation or Canadian Province Code.
Foreign County Code	230-231	2	A/N
Foreign Country Name	232-256	25	A/N
Foreign Zip Code	257-271	15	A/N

Field Name	Location	Length	AN	Comments
Employee Date of Birth	272-279	8	A/N	This must be in the Year-2000 formatting CCYYMMDD, if present. This must be either all spaces or all numeric.
Employee Date of Hire	280-287	8	A/N	This must be in the Year-2000 formatting CCYYMMDD, if present. This must be either all spaces or all numeric
Employee State of Hire	288-289	2	A	This must be a valid two-letter U.S. Postal Service abbreviation of a state or territory, if present.
Federal EIN	290-298	9	N	<b>Required:</b> This is the Federal Employer Identification Number (FEIN) the IRS assigns to an employer.
State EIN	299-310	12	A/N	This is a number a state may assign an employer.
Employer Name	311-355	45	A/N	This must be at least two characters, if present.
Employer Street Address	356-395	40	A/N	<b>Required:</b> This must be at least two characters, if present.
Line (1)	396-435	40	A/N	If an address is less than 40 characters per line, do not concatenate into one line.
Line (2)	436-475	40	A/N	Use Line (3) for a military designation or Canadian Province Code.
Employer City	476-500	25	A	<b>Required:</b> This must be at least two characters, if present. No special characters, except hyphens, are allowed.
Employer State	501-502	2	A	<b>Required:</b> This must be a valid two-letter U. S. Postal Service abbreviation of a state or territory, if present.
Employer Zip Code	503-507	5	A/N	<b>Required:</b> This is a five-digit U.S. Postal Service Zip Code associated with the employer's address.
Zip Code (1)	508-511	4	A/N	The Zip Code (2) must be either all spaces or numeric.
Employer Foreign Address	512-513	2	A/N	<b>Required: If the employer's address is a foreign county, the Foreign Country Code is required.</b> Refer to the U.S. Department of Commerce FIPS Code Manual, National Institute of Standards and Technology, FIPS PUB 10-4 (April 1995) to derive this code. In addition, FIPS codes may be found on the Internet at <a href="http://www.itl.nist.gov">http://www.itl.nist.gov</a> . The Foreign Country Name and Zip Code are optional.
Foreign Country Code	514-538	25	A/N	The Foreign Country Name, if present, must be at least two characters.
Foreign Country Name	539-553	15	A/N	Include military designation or Canadian Province Code.
Foreign Zip Code				This is the employer's street address where a child support wage withholding order should be sent.
Employer Optional Street Address				If an address is less than 40 characters per line, do not concatenate into one line.
Line (1)	554-593	40	A/N	Use Line (3) for a military designation or Canadian Province Code.
Line (2)	594-633	40	A/N	
Line (3)	634-673	40	A/N	

Field Name	Location	Length	A/N	Comments
Employer Optional City	674-698	25	A	No special characters, except hyphens, are allowed.
Employer Optional State	699-700	2	A	This must be a valid two-letter U.S. Postal Service abbreviation of a state or territory, if present.
Employer Optional Zip Code				This must be either all spaces or all numeric.
Zip Code (1)	701-705	5	A/N	
Zip Code (2)	706-709	4	A/N	
Employer Optional Foreign Address				Foreign Country Code: Refer to the U.S. Department of Commerce FIPS Code Manual, National Institute of Standards and Technology, FIPS PUB 10-4 (April 1995) to derive this code. In addition, FIPS codes may be found on the Internet at <a href="http://www.itl.nist.gov">http://www.itl.nist.gov</a> .
Foreign Country Code	710-711	2	A/N	The Foreign Country Name must be at least two characters, if present.
Foreign Country Name	712-736	25	A/N	Include military designation or Canadian Province Code.
Foreign Zip Code	737-751	15	A/N	This will be used in future versions. For the current version, this should be all spaces.
Filler	752-801	80	A/N	

**System Processing Requires the Completion of the Record Identifier Field of the W-4 Data Record.**

**W-4 TOTAL RECORD**

Record Identifier	Field Number	Length	Format	Comments
Record Identifier	1-2	2	A/N	<b>Required</b> This must contain the characters 'T4'
Data Record Count	3-13	11	N	<b>Required</b> This must be the number of records in the transmission, including the header and trailer records.
Filler	14-801	788	A/N	<b>Required</b> This will be used in future versions. For the current version, this should be all spaces.

**System Processing Requires the Completion of all Fields in the "W-4 Total Record"**

VENDOR NAME  
VENDOR ADDRESS  
VENDOR ADDRESS  
VENDOR TELEPHONE #  
VENDOR FAX #

PURCHASE ORDER #: \_\_\_\_\_

INVOICE #:  
DATE:

ADDRESS THE INVOICE TO:  
HAL PENDELL  
WV DEPARTMENT OF HEALTH & HUMAN RESOURCES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT  
350 CAPITOL STREET, ROOM 147  
CHARLESTON, WV 25301-3703

REFERENCE THE FOLLOWING:  
WEST VIRGINIA NEW HIRE/REHIRE EMPLOYEE REPORTING  
RECORDS TRANSMITTED TO STATE  
FOR THE MONTH OF \_\_\_\_\_, 20\_\_\_\_

Date Transmitted	(Invoice Information)						Adjustments	Total
Totals:								

Rate per New Hire Record: \_\_\_\_\_

Subtotal:

Please Remit Payment to:  
Company Name  
Address  
Address

**TOTAL AMOUNT DUE:**



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceeds five percent of the total contract amount.

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

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

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

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

Vendor's Name: Jackson County Developmental Center, Inc.

Authorized Signature: Craig A Greening, Exec. Director Date: October 30, 2007

# West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources

I am  am not  currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Craig A Greening, Exec Dir  
Signature

October 30, 2007  
Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (please print):

Name Greening Craig A  
last name first name middle initial

Maiden/Other Names \_\_\_\_\_  
(This should include other married names by which you have been known.)

Current Address 112 Industrial Lane Millwood WV  
street/box# city state

**NOTE: Your social security card must be presented for verification purposes.**

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
month/day/year

Driver's License Number \_\_\_\_\_ State of Issue \_\_\_\_\_

\_\_\_\_\_  
Signature Date

EMPLOYING UNIT INFORMATION	
Office/Facility/Region/District	Contact Person
Fax Number	Phone Number

FOR OPS USE ONLY	
HHS Match Outcome	<input checked="" type="checkbox"/> Positive <input type="checkbox"/> Negative
SA Match Outcome	<input checked="" type="checkbox"/> Positive <input type="checkbox"/> Negative
Initial	Date