

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

Request for Quotation

CSE90001

PAGE 1

ROBERTA WAGNER
304-558-0067

*811151917 304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE HARPERS FERRY WV 25425

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

CHARLESTON, WV

25301-3703 304-558-1649

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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 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.
- 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

Rev. 9/25/07



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

Request for

REQ NUMBER -CSE90001 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

*811151917 304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV 25425

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

RENEWAL: THIS CONTRACT WRITTEN CONSENT OF THE SEENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THEM (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. CANCELLATION THE DIRECTOR OF PURCHASING RESERVES THE RICHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INVERTOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE. THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO FURCHASE ON THE OPEN MARKET, ITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITHOUT THE FILING OF THE SHORT OF THE VOLUME OF WORK.) OUANTITIES: QUANTITIES LISTED IN THE EQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STAND 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. ORDERING PRO CEDURE: SPENDING UNIT (S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BY MAILED TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BY MAILED TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BY MAILED TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BY MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY WALLED TO THE PURCHASING DIVISION, AND A THIRD COPY	DATE PRINTED TER 06/02/2008	MS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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Department of Administration
Purchasing Division
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ROBERTA WAGN DEPARTMENT OF PURCHASING IN 2019 WASHING CHARLESTON,	F ADMINISTI LVISION FON STREET			
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*811151917

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EXECUTIVE PROTECTIVE SVC CORP

476 SHENANDOAH RIVER DRIVE

304-728-5013

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HEALTH AND HUMAN RESOURCES

HARPERS FERRY WV 25425

CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

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CHARLESTON, WV

25301-3703 304-558-1649

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS 06/02/2008 **BID OPENING DATE:** 07/01/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO NEET THE REQUIRENENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE DRDER 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 bisclose 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 vertrying 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 FERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: EXECUTIVE PROTECTIVE SERVICE/SIETHER M. HARRS 6-25-08 DATE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE 304-728-5013 6-25-08 20-0224214 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for

RFQ NUMBER .CSE90001

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

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304-728-5013 *811151917 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV 25425 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV 304-558-1649 25301-3703

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VENDOR

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

Request for REQUIRER Quotation

CSE90001

ADDRESS CORRESPONDENCE TO ADJENTION OF ROBERTA WAGNER \$04-558-0067

*811151917 304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV

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

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DEPARTMENT OF HEALTH & HUMAN RESOURCES BUREAU FOR CHILD SUPPORT ENFORCEMENT

RFQ CSE90001

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 and/or spousal 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. Approval for payments will be issued upon successful service only.

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 sworn or averred 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. Multiple vendors may be awarded contracts for a respective Region and/or County. Contracts will be awarded to the three (3) lowest bidders satisfying the requirements and qualifications of this RFQ. The Agency will utilize Vendors based upon the lowest cost and performance of the Vendor.

The Vendor with the lowest cost will provide all services, subject to volume and performance. The lowest-cost vendor will be given a batch or certain number of documents for service of process, designated on the Region/County list below. If the Agency has additional documents for service of process and the lowest-cost vendor has not returned the entire batch of documents, then the Agency will request the next lowest-cost vendor for service of process.

Upon timely return of all documents in the batch to the BCSE office from which the documents were received, the vendor will receive another batch of documents for service of process. If the vendor is making substantial progress and successful service is likely within fourteen (14) days following the expiration of the 45-day period, the vendor may request written

approval of the BCSE office for an additional fourteen (14) days for the service of documents on a particular case. Upon return of an "unsuccessful" service of process, the Agency may request service of process from another vendor.

If a vendor fails three (3) times (i.e., three (3) documents) to timely return service documents within the prescribed time periods, then the Agency has the discretion whether to contact the vendor for additional service of process until all service documents are brought up to date. After a vendor has failed to timely return a fourth document within the prescribed time period, the Agency has the discretion to discontinue or limit its use of the Vendor's services.

The local office, at its sole discretion, may use 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, a Successful Vendor shall provide service of legal documents pursuant to the requirements of Rule 4 of the West Virginia Rules of Civil Procedure. Further, if the Agency receives "unsuccessful" service of process by the Sheriff, the Agency may request service of process by the Vendor.

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.

Further, the Agency reserves the right to request liquidated damages in the amount of \$100.00 per occurrence of failure to timely return documents within 15 days of successful service or within 45 days of non-service in the absence of the written consent and agreement of the local office. Said liquidated damages shall compensate the Agency for Vendor's failure to meet contract specifications. Payment of liquidated damages by the Vendor does not preclude the Agency from termination of the contract for Vendor's failure to perform within the specifications of the contract.

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 Agency reserves the right to issue multiple contracts.

Regions, Estimated Annual Quantities, and Batch Quantities are as follows:

REGION 1	COUNTY Brooke Hancock Marshall Ohio Pleasants Ritchie Tyler Wetzel Wirt Wood	LOCAL OFFICE Covered by Hancock Weirton Moundsville Wheeling St. Marys Harrisville Covered by Wetzel New Martinsville Elizabeth Parkersburg	ANNUAL QTY 68 135 134 600 35 48 23 47 21 538	5 5 5 5 15 5 5 5 5 5 5
2	Braxton Calhoun Gilmer Jackson Lewis Mason Nicholas Roane Upshur Webster	Wood Grantsville Glenville Ripley Weston Point Pleasant Summersville Spencer Buckhannon Webster Springs	60 61 5 146 52 202 60 66 36	5 5 1 5 5 5 5 5 5
3	Cabell	Huntington	385	15
	Putnam	Hurricane	100	5
	Wayne	Wayne	250	10
4	Kanawha & Clay -	Privatized – No Bids	Accepted	
5	Boone	Foster	29	5
	Lincoln	Hamlin	25	5
	Logan	Logan	305	10
	McDowell	Welch	188	5
	Mingo	Williamson	10	1
	Wyoming	Pineville	45	5
6	Grant	Petersburg	13	1
	Greenbrier	Lewisburg	215	10
	Hampshire	Romney	12	5
	Hardy	Moorefield	21	5
	Mineral	Keyser	10	5

REGION 6 (cont'd)	COUNTY Monroe Pendleton Pocahontas Randolph Tucker	LOCAL OFFICE Union Franklin Marlinton Elkins Parsons	ANNUAL QTY 70 4 65 31 12	BATCH QTY 5 1 5 5 5 5
7	Fayette	Fayetteville	90	5
	Mercer	Princeton	534	15
	Raleigh	Beckley	497	15
	Summers	Hinton	91	5
8	Berkeley	Martinsburg	207	10
	Jefferson	Charles Town	132	5
	Morgan	Berkeley Springs	106	5
9	Barbour Doddridge Harrison Marion Monongalia Preston Taylor	Phillippi West Union Clarksburg Fairmont Morgantown Kingwood Grafton	30 38 475 210 175 60 70	5 5 15 10 5 5 5

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.

CSE90001 COST SHEET

COUNTY	*UNIT COST	**ESTIMATED YEARLY QUANTITIES	***TOTAL COST
JEFFERSON	\$ 46.00	132	\$ 5280."
BERKELEY	\$ 40.00	207	\$ 8280."
MORGAN	\$ 45.00	106	\$ 4770.
	BSTIMATED	YEARLY TOTA	18330.ª

^{*}Unit Cost - the cost of service for each packet of documents to be served to an individual or business.

***Total Cost – the Unit Cost multiplied by the Estimated Yearly Quantities.

Steph Ma Han	SIGNATURE OF AUTHORIZED AGENT
STEPHEN M. HARRIS (PRESIDENT)	_ PRINTED NAME AND TITLE
STEPHEN M. HARRIS (PRESIDENT) 475 SHENANDOAH RIVER DR. HARPENS FERRY, W.V. OS425	BUSINESS ADDRESS
304-728-5013	BUSINESS PHONE

^{**}Estimated Yearly Quantities - See Pages 11 and 12 of the RFQ for each respective County.

IN THE FAMILY COURT OF	COUNTY, WESTVIRGINIA
WEST VIRGINIA BUREAU FOR CHILD SUPPORT EN Petitioner, Civil A	IFORCEMENT, Action #:
Plaintiff/Petitioner,	
Defendant/Respondent.	
AFFIDAVIT O	F PROCESS SERVER
On this day,	, known to the undersigned Notary Public to be a credible
person over the age of eighteen (18), personally appear	red before me and avers as follows.
SUCCESSFUL SERVICE - On	/ / at m, I served with
by leaving with	at Residence or Business
Description: age sex race height	weighthairbeardglasses
Manner of service:	•
□ Personal: By personally delivering document to the p	erson being served.
□ Substituted at residence: By leaving at the home of	the person being served with a member of the household over
the age of 16 years AND explaining the general nature	of the papers.
□ Substituted at business: By leaving at the office of	the person being served with a person apparently in charge
thereof. *****Posting is not accept	-
	and careful inquiry, I have been unable to effect process upon
the person/entity because:	The salister angulary, I have been anable to chest process upon
□ unknown at address □ moved, no forwarding	g address in address doesn't exist
□ service cancelled by BCSE □ unable to timely service	-
Service was attempted: [list date, time, & address]	
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2)	
3)	
4)	
5)	Production of the Control of the Con
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STATE OF WEST VIRGINIA, COUNTY OF	, to-wit:
Taken, subscribed and sworn to before me this	
My commission expires:	
• • • • • • • • • • • • • • • • • • • •	Notary Public :

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: EX	SCUTNUS /	ROLECTIVES	DERVICE		
Authorized Signature:	Stert	M Jan	Date:	6-25-08	

Purchasing Affidavit (Revised 06/15/07)



VENDOR

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

Request for Quotation

RFONUMBER CSE90001 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

*811151917 304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV 25425

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

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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 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.
- 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



VENDOR

*811151917

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

Request for Quotation

b

BFQ NUMBER CSE90001 2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV 25425 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

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- 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 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.
- 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



VENDOR

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

Request for

RFO NUMBER CSE90001 PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

\$04*-*558-0067

*811151917 304-728-5013 EXECUTIVE PROTECTIVE SVC CORP 476 SHENANDOAH RIVER DRIVE

HARPERS FERRY WV 25425

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

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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.
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SIGNED BID TO:

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

RFQ# CSE90001

RESPONSE TO VENDOR QUESTIONS, AS FOLLOWS:

1. Question:

Will Vendors be paid for unserved summonses?

Response:

No, there will be no payment for unsuccessful service.

2. Question:

Are vendors going to only be paid for those summonses that

are served?

Response:

That is correct. Vendors will be paid for successful service

only.

TO ADD THE FOLLOWING INFORMATION:

NOTE 1: 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.

NOTE 2: The estimates listed on this RFQ are for total documents to be served, not necessarily those served by private vendor.