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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 CSE11055

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER 804-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE

Randy L. Hatfield Rt 1 Box 603 Delbarton, WV 25670 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649

DATE PRINTED TERMS OF SALE FOB . SHIP VIA FREIGHT TERMS 08/18/2010 BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM CAT. NO. QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT \*475.00 0001 ĴΒ 990-52-01-001 1 OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED this contract is to establish an open End contract for PROCESS SERVICE FOR THE BUREAU FOR CHILD SUPPORT ENFORCEMENT (BCSE) FOR THE PURPOSE OF SERVING CHILD SUPPORT PAPERS TO ABSENT PARENTS, CUSTODIAL PARENTS, AND ANY OTHER PARTIES CONCERNED PURSUANT TO THE REQUIREMENTS OF RULE 4 OF THE WEST VIRGINIA RULES OF CIVIL PROCEDURE. THES CONTRACT WILL COVER ONLY THOSE COUNTIES NOT ALREADY COVERED BY ANOTHER CONTRACT. IT IS THE INTENT OF THE PROGRAM TO RUN|THIS CONTRACT CONCURENT WITH THE EXISTING CONTRACT PERIOD AND TO HAVE BOTH CONTRACTS EXPIRE SIMULTANEOUSLY AND REBIDDING THE ENTIRE CONTRACT AT THAT TIME. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 2010 AND EXTENDS UNTIL JULY 14, 2011 OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT. PERIOD SHALL THE "REASONABLE TIME" 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 NRITTEN NOTIĆE. ESEWED UNLESS SPECIFIC PROVISTONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND 700 SEP 20 A 10: 34 PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. MASE G DIVISION Black OF WV SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

#### Request for **E** Quotation

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> 1.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1 Randy L. Hatfield Rt 1 Box 603 Delbarton, WV 25670

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

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS 08/18/2010 BID OPENING DATE: 09/21 TIME /2010 OPENING 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A \$PENDING 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 trans-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)  $\phi$ uantities:  $\phi$ uantities|Listed in the riQuisition 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  $\phi$ rdered for  $\phi$ elivery d $\psi$ ring the term o $\psi$  the contract, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ゆRDERING PRO¢EDUR生: SPENDING UNIT(S) S♯ALL 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 BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY ketained by the sþending unit. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPT¢Y PR¢TECT‡ON, THIS CONTRA¢T IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ΦRDER. SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE DATE TELEPHONE 475-2561 (304) ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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PAGE

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CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV

25301-3703 304-558-1649

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State of West Virginia
Department of Administration

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

#### **RFQ CSE11055**

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

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

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

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

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

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

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

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

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

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

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

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Only those counties listed below are being bid at this time. 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 and estimated yearly quantities are as follows:

		LOCAL OFFICE	Annual Qty	Batch Qty
Region 2:	Braxton County	Sutton	60	5
Ŭ	Calhoun County	Grantsville	61	5
	Gilmer County	Glenville	5	5
	Lewis County	Weston	52	5
	Nicholas County	Summersville	60	5
	Upshur County	Buckhannon	36	5
	Webster County	Webster Springs	60	5
Region 3:	Cabell County	Huntington	385	15
•	Putnam County	Teays	100	5
	Wayne County	Wayne	250	10
Region 5:	Boone County	Foster	29	5
v	Lincoln County	Hamlin	25	5
	Logan County	Logan	305	10
	Mingo County	Williamson	10	5
	Wyoming County	Pineville	45	5

Region 6:	Grant County Hampshire County Hardy County Mineral County Pendleton County Pocahontas County Randolph County Tucker County	Petersburg Romney Moorefield Keyser Franklin Marlinton Elkins Parsons	13 12 21 10 4 65 31 12	5 5 5 5 5 5 5 5 5 5 5 5 5 5
Region 8:	Berkeley County	Martinsburg	207	10
	Jefferson County	Charles Town	132	5
	Morgan County	Berkeley Springs	106	5

#### Life of Contract:

This contract becomes effective upon award and shall extend until July 14, 2011.

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

#### THIS CONTRACT WILL NOT BE RENEWED.

#### Quantities:

Quantities listed in the requisition are approximations only, based on estimates supplied by the Agency. The estimates are for total documents served, not necessarily those served by private vendor. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

#### Reporting:

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

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

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

#### Personnel:

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

#### Purchasing Affidavit:

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

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

IN THE FAMILY CO	OURT OF COUNTY, WESTVIRGINIA
WEST VIRGINIA BUREAU FOR CHILD : Petitioner,	SUPPORT ENFORCEMENT,  Civil Action #:
, Defendant/Resp	ondent,
, Defendant/Resp	ondent.
·	AFFIDAVIT OF PROCESS SERVER
	, known to the undersigned Notary Public to be a credible
	sonally appeared before me and avers as follows.
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PROCESS SER	VER
STATE OF WEST VIRGINIA, COUNTY OF	OF, to-wit:
Taken, subscribed and sworn to before n	ne this day of, 20
My commission expires:	Notary Public
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**ESTIMATED	COUNTY/LOCAL OFFICE	*UNIT COST	***TOTAL COST
ANNUAL			
QUANTITIES			
Region 2	D		
60	Braxton County/Sutton		
61	Calhoun County/Grantsville		
5	Gilmer County/Glenville		
52	Lewis County/Weston		
60	Nicholas County/Summersville		
36	Upshur County/Buckhannon		
60	Webster County/Webster Springs		
Region 3 385	Cabell County/Huntington		
100	Putnam County/Teays		
250	Wayne County/Wayne		
Region 5 29	Boone County/Foster		
25	Lincoln County/Hamlin		
305	Logan County/Logan		
10	Mingo County/Williamson	47.50	475.00
45	Wyoming County/Pineville		
Region 6	Grant County/Petersburg		
12	Hampshire County/Romney		
21	Hardy County/Moorefield		
10	Mineral County/Keyser		
4	Pendleton County/Franklin		
65	Pocahontas County/Marlinton		
31	Randolph County/Elkins		

12	Tucker County/Parsons	Tucker County/Parsons				
Region 8						
207	Berkeley County/Martinsburg					
132	Jofferson County/Charles Town					
132	Jefferson County/Charles Town					
106	Morgan County/Berkeley Springs					
		GRAND TOTAL:	tr 475.00			

<sup>\*</sup>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.

Randy L. Hatfield, Individual PRINTED NAME AND TITLE
PH. 1 Box 603 Delbarton, W 25670
BUSINESS ADDRESS

(304) 475-2561

BUSINESS PHONE

NOTE: THE AGENCY RESERVES THE RIGHT TO ISSUE MULTIPLE CONTRACTS. AWARD WILL BE MADE TO THE LOWEST BID PER COUNTY. THIS IS A PROGRESSIVE AWARD. LOW BID PER COUNTY MEETING SPECIFICATIONS, WILL BE AWARDED THOSE COUNTIES BID AS CSE11055A. NEXT LOWEST BID WILL BE AWARDED AS CSE11055B, AND SO ON.

<sup>\*\*</sup>Estimated Yearly Quantities – See Pages 2 and 3 of the RFQ for each respective County.

RFQ No. CSE 11055

Purchasing Affidavit (Revised 12/15/09)

## 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.

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Randy S. Hattield
Authorized Signature: Kandy & Hatfield Date: 9-14-10
State of
County of Minab to-wit:
Taken, subscribed, and sworn to before me this 4 day of septender . 2010.
My Commission expires February 36, 2017
AFFIX SEAL HERE NOTARY PUBLIC Amantha J dame
OFFICIAL SEAL
NOTARY PUBLIC STATE OF WEST VIRGINIA
SAMANTHA J. HARRIS PO BOX 258

My commission expires February 26, 2017

#### State of West Virginia

### **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. X	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor proference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirer against or deduc	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information class not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will not by the Purchasing Division in writing immediately.  Signed:  Signed:  And Although
Date:	<u>9-14-10</u> 7-14-10
*Check ar	ny combination of preference consideration(s) indicated ar over which you are entitled to receive.



SIGNATURE

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

Randy Hatfield

Rt. 1 Box 603

#### Request for Quotation

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

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

ADDRESS CHANGES TO BE NOTED ABOVE

VENDOR Delbarton, WV 25670 304-558-1649 DATE PRINTED: TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 09/02/2010 BID OPENING DATE 09/21/2010 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: CSE11055 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE MAY BE CAUSE FOR REJECTION OF BIDS. ADDENDUM(S)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS



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

#### Request for Quotatioก

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ROBERTA WAGNER 304-558-0067.

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

350 CAPITOL STREET CHARLESTON, WV

25301-3703 304-558-1649

Delbarton, WV 25670

REQ COPY

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

## Request for Quotation

CSE11055

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*	111001000		

ROBERTA WAGNER 304-558-0067

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

Randy L. Hatfield Rt 1 Box 603 Delbarton, WV 25670

TYPE NAME/ADDRESS HERE

REQ COPY

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#### REO# CSErross

#### RESPONSE TO VENDOR QUESTIONS, AS FOLLOWS:

1. Question: Exhibit #4 states that the vendor must be able to accept credit card payments. Is pay pal, pay by phone, or email invoicing compatible with your system? If it's not, what type of payment system does the purchasing administration recommend?

Response: The State of West Virginia prefers to pay invoices via the Visa Purchasing Card.

2. Question: The RFQ states that papers that are not served are to be returned within 15 calendar days of the tenth attempt. The industry standard for Process Servers is 3 attempts before an unsuccessful service is declared. Would the Purchasing Division be willing to meet somewhere in the middle on the number of service attempts made before an unsuccessful services is declared?

Response: The industry standard of THREE (3) attempts will be accepted so long as the Vendor returns the unserved document within 15 days of the third attempt with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts.

TEN (10) is the maximum number of attempts required.

3. Question: How many documents were returned as not served in each county inside of Region 8 during the most recent contract year?

Response: From January 1, 2010 to June 30, 2010, these are the most accurate numbers available.

Morgan County - served 45 Morgan County - non-serves 31 Jefferson County - served 89 Jefferson County - non-serves 73 Berkeley County - served 474 Berkeley County - non-serves 213

4. Question: What regions am I allowed to bid on?

Response: The vendor may bid on any region or county which is listed on the RFQ.

5. Question: Will there be any insurance policies needed if I am awarded the contract?

Response: There are no insurance requirements needed for this RFQ.