



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
CSE11066

PAGE
1

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

VENDOR
 *709050231 304-273-9311
 JACKSON COUNTY DEVELOPMENT CEN
 270 JACK BURLINGAME DR
 MILLWOOD WV 25262-8576

SHIP TO
 HEALTH AND HUMAN RESOURCES
 CHILD ADVOCATE OFFICE
 CAPITOL COMPLEX
 BUILDING 6,
 CHARLESTON, WV
 25305 304-746-2383

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
01/10/2011				

BID OPENING DATE: **02/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	961-20	OPEN-END BLANKET CONTRACT CONTRACT FOR NEW HIRE PROGRAM SERVICES		
<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 MAY 1, 2011 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</p>						

RECEIVED
 2011 FEB -9 AM 9:33
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mark R. Crockett* TELEPHONE **304-273-9311** DATE **2/4/2011**

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

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. 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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VENDOR

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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Coakley</i>	TELEPHONE 304-273-9311	DATE 2-4-2011
TITLE Production Manager	FEN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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 1/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Cook</i>	TELEPHONE 304-273-9311	DATE 2-4-2011
TITLE Production Manager	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Coakley</i>	TELEPHONE 304-273-9311	DATE 2-4-2011
TITLE Production Manager	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----FILE 22/RW-----</p> <p>RFQ. NO.:-----CSE11066-----</p> <p>BID OPENING DATE:----- 02/10/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p> <u>304-273-5131</u></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p> <u>Mack R. Crockett</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mack R. Crockett</i>	TELEPHONE 304-273-9311	DATE 2-4-2011
TITLE <i>Production Manager</i>	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ CSE11066 ***** TOTAL:						8393.22

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark R. Coates</i>	TELEPHONE 304-273-9311	DATE 2-4-2011
TITLE <i>Production Manager</i>	FEIN 55-0598714	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

RFQ# CSE11066

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 40,000 active employers doing business in this State. From July 1, 2008 through June 30, 2009, the Agency transmitted approximately 181,594 New Hire Reports to the National Directory of New Hires which contains the new hire information for all states and U.S. territories. Currently, over one-half of new hire reports are submitted electronically.

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. 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.

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 - 10 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);
9. Employee's date of hire (optional federal law)
10. Employee's state of hire (optional federal law)

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 must be 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 or 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 should be completed and signed and returned with the vendor's quotation. 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. 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 contract.

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 May 1, 2011 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
(CSE11066)**

COST QUOTATION

Transitional Cost	(Fixed Fee)			<u>0.00</u>
			*<u>Current Avg.</u>	
Rate Per New Hire Record or Resubmittal	\$ <u>0.55463</u>	X	<u>15133</u>	= <u>\$8393.22</u>
			Grand Total:	<u>\$8393.22</u>

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

Award will be based upon the lowest total of Transitional Cost plus Monthly Average Estimated Cost, where Transitional Cost is any flat fee to be charged during the first two months of the contract for set-up or change of operations and Monthly Average Estimated Cost is the vendor's proposed rate per record times the estimated monthly average of 15133.

Attachment A
New Hire RFQ
CSE111066

§ 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, 2nd 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, 1st Ex. Sess., c. 16; 1998, c. 79).

Attachment B

Data Submission Specifications

See <http://www.acf.hhs.gov/programs/cse/newhire/library/ndnh/ndnh.htm>

NDNH Guide for Data Submission, Version 10.0
February **2009**
(Updated 03/02/09)

Part 2.0 New Hire Reporting

Tables 10.1, 10.2, 10.3

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

PURCHASE ORDER #: CSE11066

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:

New Hire RFQ CSE 80628
 Attachment C - Invoice Example

RFQ No. CSE11066

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: Jackson County Developmental Center Inc.

Authorized Signature: *Mark D. Cortell* Date: February 4, 2011

State of West Virginia

County of Jackson, to-wit:

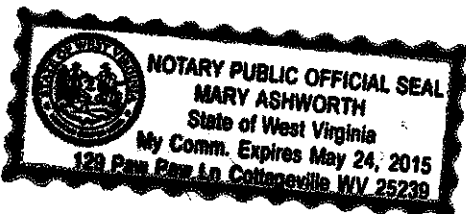
Taken, subscribed, and sworn to before me this 4th day of February, 2011.

My Commission expires May 24, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

Mary Ashworth



ATTACHMENT
P.O.# CSE 11066

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Markell Cortez 2-4-2011
Signature Date

Signature Date

Production Manager
Title

Title

Jackson County Developmental Center Inc.
Company Name

Agency/Division

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Jackson County Developmental Center Inc. Signed: Mark R. Covert

Date: February 4, 2011 Title: Production Manager

*Check any combination of preference consideration(s) indicated above which you are entitled to receive.

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.

Mark R. Crockett
Signature

February 4, 2011
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 Crockett Mark R.
last name first name middle initial

Maiden/Other Names _____
as by _____

Current Address _____

NOTE: Your social security number will be presented for verification purposes.

Social Security # _____ Date of Birth _____

Driver's License Number _____ State of Issuance _____

Mark R. Crockett
Signature

February 4, 2011
Date

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

FOR OPS USE ONLY
HHS Match Outcome Positive Negative
GSA Match Outcome Positive Negative Initial _____ Date _____