



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

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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PURCHASING DIVISION
STATE OF WV



Proposal to:

The State of West Virginia
RFQ # DEBT10
September 1, 2010

 **DECA**
bottom-line results matter

DECA Financial Services, LLC ■ 10500 Kincaid Drive, Suite 150 ■ Fishers, IN 46037 ■ P: 866-422-3322 ■ www.decafinancialservices.com

Submitted by:

Todd Wolfe
President and CEO
Phone: 317-517-6823
Email: twolfe@decafinancialservices.com

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).

DECA

September 1, 2010

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Regarding: RFQ # DEBT10

On behalf of DECA Financial Services, LLC (DECA) I am pleased to submit this proposal to you in response to the State of West Virginia's (the State) Request for Quotation (RFQ) for collection services. I would like to take this opportunity to briefly draw your attention to the following points regarding our proposal:

- **Aggressive Pricing:** DECA offers the State extremely aggressive pricing that we believe cannot be matched by our competition for this contract.
- **Netback Guarantee:** Because we are so confident that we will be able to meet or exceed the liquidation rates of your incumbent vendor, DECA offers the State a performance guarantee in which we will beat the incumbent's liquidation rates or we will pay you the difference.
- **DECA Specializes in Government Accounts:** The DECA team has fifty years of combined experience collecting for government agencies and municipalities for taxes, workers' compensation, child support, healthcare, education, court fees, parking violations and other account types.
- **DECA is Dedicated to Compliance:** DECA invests money, time, resources, and energy into our compliance and quality efforts. We abide by the Federal, state, and local laws that impact our industry. DECA is a SAS-70 certified company.

As industry leaders, we are excited about this opportunity and look forward to serving you in this contract. If you have any questions, do not hesitate to contact me at 317-517-6823 or via email at twolfe@decafinancialservices.com.

Sincerely,



Todd Wolfe
President and CEO

DEBT10 - PRICING PAGE

VENDOR MUST COMPLETE THIS SCHEDULE

**THE FEE STRUTURE SUBMITTED TO THE STATE OF WEST VIRGINIA IS
AS FOLLOWS:**

AGENCY	TYPE OF ACCOUNT	% OF AMOUNT COLLECTED
1. Colleges & Universities:	Per Debt	10.50%
2. Worker's Compensation:	Default Account	5.99%
3. WV Department of Tax and Revenue:	New Accounts	5.99%
	Levy Account – where our employee is instrumental in the preparation of the levies.	3.74%
4. Division of Environmental Protection:	Per Debt	10.50%
5. Other Spending Units:	Per Debt	10.00%
	Colleges	10.00%
6. Rate of Second Placement	Per Debt	14.90%
	Colleges	17.98%

BIDDER CONTACT INFORMATION

Vendor: DECA Financial Services, LLC

Bidder Name (Print): Todd Wolfe, President and CEO

Contact Name (Print): Todd Wolfe, President and CEO

Phone: 317-517-6823 Fax: 317-578-8955

E-mail: twolfe@decafinancialservices.com

Bidders Signature: 