



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  
CSE12028

PAGE  
1

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

\*615103411 304-489-1978

THOMAS E GUTHRIE INVESTIGATIONS, LLC  
96 OAKBROOK DR

MINERAL WELLS WV 26150

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	F.O.B.	FREIGHT TERMS		
07/20/2011						
BID OPENING DATE: 08/11/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. TO REVISE THE DUE DATE OF QUESTIONS TO BE SUBMITTED FROM 7/26/2010 TO 7/26/2011.</p> <p>2. TO PROVIDE A CLEANER LOOKING ATTACHMENT C.</p> <p>3. 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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: CSE12028</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. 'S:</p> <p>NO. 1 ..... <i>TEG</i></p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Thomas E Guthrie</i>				TELEPHONE (304) 489-1978	DATE 07/23/11	
TITLE PRIVATE INVESTIGATOR PROCESS SERVER				35-2379529	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Thomas E. Guthrie</i>..... SIGNATURE THOMAS E. GUTHRIE INVESTIGATIONS, LLC..... COMPANY JULY 23, 2011 ..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Thomas E. Guthrie</i>				TELEPHONE (304) 489-1978	DATE 07/23/11	
TITLE PRIVATE INVESTIGATOR IN PROCESS SERVER				35-2379529	ADDRESS CHANGES TO BE NOTED ABOVE	

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07/20/2011						
BID OPENING DATE: 08/11/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		990-52-01-001		
OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED						
***** THIS IS THE END OF RFQ CSE12028 ***** TOTAL:						\$40.00
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Thomas E. Guthrie</i>				TELEPHONE (304) 489-1978	DATE 07/23/11	
TITLE PRIVATE INVESTIGATOR PROCESS SERVER				35-2379529	ADDRESS CHANGES TO BE NOTED ABOVE	

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<u>REG</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>
1	Brooke	(Weirton)	77
1	Hancock	Weirton	135
1	Marshall	Moundsville	819
1	Ohio	Wheeling	375
1	Tyler	(New Martinsville)	200
1	Wetzel	New Martinsville	481
1	Monongalia	Morgantown	370
1	Preston	Kingwood	100
2	Braxton	Wood	36
2	Wirt	Elizabeth	30
2	Wood	Parkersburg	675
2	Pleasants	St. Marys	25
2	Ritchie	Harrisville	45
2	Roane	Spencer	30
2	Jackson	Ripley	48
2	Mason	Point Pleasant	48
2	Nicholas	Summersville	38
2	Webster	Webster Springs	27
3	Cabell	Huntington	112
3	Putnam	Winfield	100
3	Wayne	Wayne	235
4	Clay	(State Office / Other)	<10
4	Kanawha	(State Office / Other)	<10
5	Boone	Foster	36
5	Lincoln	Hamlin	25
5	Logan	Logan	127
5	Mingo	Williamson	179
6	Grant	Petersburg	10

<u>REG</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>
6	Greenbrier	Lewisburg	318
6	Hampshire	Romney	10
6	Hardy	Moorefield	6
6	Monroe	Union	106
6	Mineral	Keyser	10
6	Pendleton	Franklin	1
6	Pocahontas	Marlinton	85
6	Randolph	Elkins	50
6	Tucker	Parsons	10
7	Fayette	Fayetteville	60
7	Wyoming	Pineville	45
7	McDowell	Welch	115
7	Mercer	Princeton	829
7	Raleigh	Beckley	668
7	Summers	Hinton	91
8	Berkeley	Martinsburg	23
8	Jefferson	Charles Town	150
8	Morgan	Berkeley Springs	18
9	Barbour	Phillippi	37
9	Doddridge	West Union	51
9	Harrison	Clarksburg	914
9	Upshur	Buckhannon	10
9	Marion	Fairmont	232
9	Calhoun	Grantsville	2
9	Gilmer	Glenville	8
9	Lewis	Weston	28
9	Taylor	Grafton	140

Attachment C



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0001	1	JB		990-52-01-001		\$40.00
OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED						
THIS REQUEST 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, PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
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.						
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						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Thomas E. Guthrie</i>		TELEPHONE (304) 489-1978		DATE 07/19/11		
TITLE PRIVATE INVESTIGATOR/PROCESS SERVER		35-2379529		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE		TELEPHONE			DATE	
<i>Thomas E. Guthrie</i>		(304) 489-1978			07/19/11	
TITLE		ADDRESS CHANGES TO BE NOTED ABOVE				
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/12/2011				

BID OPENING DATE:

08/11/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WITHOUT FURTHER ORDER.						
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.						
REV. 05/26/2009						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/26/2010. 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 DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (304) 439-1978	DATE 07/19/11
TITLE PRIVATE INVESTIGATOR PROCESS SERVER	35-2379529	ADDRESS CHANGES TO BE NOTED ABOVE

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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.						
REV 07/16/2007						
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a>						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN 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 REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 489-1978	07/19/11
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
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PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----CSE12028						
BID OPENING DATE:--08/11/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
THOMAS E. GUTHRIE						
-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Thomas E. Guthrie</i>	(304) 489-1978	07/19/11
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
PRIVATE INVESTIGATOR PROCESS SERVER	35-2379529	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CSE12028 ***** TOTAL:						\$40.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

**SIGNATURE**

TELEPHONE

(304) 489-1978

DATE \_\_\_\_\_

07/19/11

TITLE	PRIVATE INVESTIGATOR	REGIN
	PROCESS SERVER	

35-2379529

**ADDRESS CHANGES TO BE NOTED ABOVE**

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

RFQ CSE12028

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

The Vendor will not be an exclusive provider of the service. Multiple vendors may be awarded contracts for a respective county. Contracts will be awarded to all bidders who attest to compliance with the responsibilities and provisions of this RFQ. The Agency will utilize Vendors based upon the lowest cost and performance of the Vendor.

The award of a contract to multiple Vendors will not guarantee work for any Vendor, and the Agency is under no legal obligation to use all of the qualified Vendors that have signed a Contract with the Agency. The Agency may allocate work among the Vendors based on the needs of the Agency. It is in the Agency's sole discretion to allocate work to any of the Vendors if more than one Vendor is selected. The Agency is not obligated to refer any specified number of papers for service and reserves the right to request service as needed, subject to volume and performance.

Approval for payments will be issued upon successful service only. If successful return of service is not received within the guidelines provided herein, the Agency shall not be charged.

The Agency will provide to the Vendor its most recent, most accurate address available for the party to be served. However, the Vendor is not limited to only serving at the addresses provided by the Agency. Given the critical need for effective and timely service of process, the Vendor must attempt to serve a party at any address necessary to affect service. Attempts should include, but are not limited to, serving during employment hours at the place of employment, outside employment hours at the residence, or at any other additional address, when multiple addresses are provided by the Department or other source. To affect successful service, the vendor should attempt service at as many of the addresses provided and at different time intervals as necessary. If service is successful at an address other than the address provided by the Agency, the Vendor will provide the Agency with that address within ten (10) days along with the Credible Person Return of Service.

## **CREDIBLE PERSON RETURN OF SERVICE**

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 of the West Virginia Rules of Civil Procedure (see Attachment A). Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and sworn or acknowledged before a Notary Public.

The Credible Person Return of Service document must include the name of the person being served, the address at which it was 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. The Vendor shall state the name and relationship of person served to the person named on the legal document.

The Vendor shall not perform substitute service of a person by service of the document to another party in the legal action being served.

If the service of process is made at the recipient's place of employment or institution, substitute service of the document is not acceptable.

The Vendor shall advise the person being served that the document is a legal document and should be reviewed. The Vendor shall refer all questions to the Agency.

## **TIME GUIDELINES**

The Vendor shall initially attempt service no more than five (5) calendar days following receipt of the document.

Upon successful service, the Credible Person Return of Service shall be forwarded to the respective local office within ten (10) calendar days from the date the legal document is served.

If the Agency requires service of process to be made less than thirty (30) days following the vendor's receipt, the Agency will advise the vendor in writing of the deadline for service upon the party. The Credible Person Return of Service must be received by the Agency prior to the deadline for service. If the vendor makes successful service but does not provide the Credible Person Return of Service prior to the deadline stated by the Agency, the Agency shall not be charged.



If the Vendor is unsuccessful at service of process after thirty (30) calendar days following receipt, the Vendor should contact the Agency to inquire whether further information is available. Likewise, the Agency requires the Vendor to provide any information secured by the Vendor regarding the location of the person to be served, in order to assist the Agency in its location efforts.

The documents not served by the Vendor shall be forwarded to the respective local office within ten (10) calendar days following the final attempt. Documents not served by the Vendor will be returned to the Agency with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. Upon return of an "unsuccessful" service of process, the Agency may request service of process from another vendor.

**All documents shall be served or returned to the Agency by the Vendor within forty-five (45) calendar days following receipt of the document from the Agency**

If the Vendor is making substantial progress and successful service is likely within fourteen (14) calendar days following the expiration of the 45-day service period, the Vendor may request written approval of the Agency for an additional fourteen (14) calendar days for the service of documents on a particular case.

**The legal documents remain the property of the Agency until successful service is obtained and shall be returned to the respective local office upon request, regardless of status.**

## **AGENCY REQUEST FOR SERVICE**

The respective local office and the Vendor may mutually agree to the exchange of documents by the use of a mail service with tracking, if exchange in person is not practical. In the absence of a mutual agreement, the Vendor shall pick up and return documents to the local office in person on a scheduled basis. For in person pickup, all documents shall be picked by the Vendor within three (3) calendar days of a request for service by the local office.

## **TRACKING AND COMPLIANCE**

The Agency will maintain a log of documents submitted for service of process to the Vendor. A sample is attached (Attachment C). A copy of the log, listing the documents being given for service, will be provided to the Vendor with the documents for service. The Agency will track the date of receipt by the Vendor and the date of return to the Agency. The copy of the log will serve as the cover sheet/verification of vendor's receipt of all listed documents. If a specific

deadline for service has been identified by the Agency for the Vendor, such date must be noted on the Agency's log.

By use of said log, each respective local office will ensure that the Vendor has no more than twenty (20) documents for service at any point in time. If twenty (20) documents are outstanding with the Vendor, the Vendor must return a number of documents before he/she may be given a like number of new documents for service. Likewise, the Vendor should not accept more than twenty (20) documents for service from a respective local office.

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

Non-compliance of these requirements can result in non-payment of services and/or a formal vendor complaint being filed with the West Virginia Department of Administration. If non-compliance continues to be a method of service delivery, the contract may be cancelled.

Further, the Agency reserves the right to request liquidated damages in the amount of \$100.00 per occurrence of failure to timely return documents within ten (10) calendar days of successful service or within forty-five (45) days of non-service in the absence of the written consent and agreement of the local office. Said liquidated damages shall compensate the Agency for Vendor's failure to meet contract specifications. Payment of liquidated damages by the Vendor does not preclude the Agency from termination of the contract for Vendor's failure to perform within the specifications of the contract.

## CHANGES OF LAW

If changes are enacted in Federal or State law which amend the law relating to the service of process, each contract granted pursuant to this RFQ will be automatically and impliedly amended to comply with the change. All Vendors will be required to comply with the changes in the law or the contract may be terminated by the Agency. Any change in Federal or State law which makes the performance of this contract illegal shall be deemed to void the contract as of the effective date or enactment of said law.

## VENDOR RESPONSIBILITIES

The bid quotation shall include all costs of service.

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.

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 the successful and timely performance of 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.

The Vendor shall require all employees or contractors to execute a confidentiality statement that the employees or contractors of the Vendor will secure and protect the documents and personal data on the Agency's documents against unauthorized access. The Vendor shall provide documentation to the Agency of confidentiality statements prior to the employee or contractor's receipt of the Agency's documents. The Vendor must require each employee or contractor to identify to the Vendor if he or she or a member of his/her family is a party in a support case in the State of West Virginia. Further, the Vendor must prohibit the employee or contractor so identified from access to the documents related to such case(s).

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 provided.

The Vendor shall provide its mailing address, telephone number(s), and email address to the Agency. The Vendor shall advise the Agency of any change in telephone number within twenty-four (24) hours of the change. The Vendor shall advise the Agency of any change in the mailing and email address within five (5) calendar days of any change. Likewise, the Agency will provide the Vendor with the contact information for each local office in the same manner.

The Vendor shall return telephone calls and messages, as well as email messages, from the Agency within 48 hours of its receipt from the Agency.

Failure of the Vendor to advise of changes in contact information resulting in the Agency's inability to contact the Vendor may invoke the provisions of the liquidated damages clause herein.

The Vendor shall make the necessary individual available as a witness in the event that testimony is required as a result of the Service of Process. The Agency shall not be charged for such service.

### **SERVICE OF PROCESS BY SHERIFF**

The local office, at its sole discretion, may use the Sheriff in the appropriate county for the service of legal documents. When the Agency's local office determines, in its sole discretion, that service by the Sheriff is not appropriate or available, the Vendor shall provide service of legal documents pursuant to the requirements of the West Virginia Rules of Civil Procedure. Further, if the Agency receives "unsuccessful" service of process by the Sheriff, the Agency may request service of process by the Vendor.

### **CONTRACT PER COUNTY**

Quantities listed in the RFQ Attachment C 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.

The Vendor must identify the counties in which service will be provided. 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 county, the Vendor may not serve that process and should return the document to the requesting Agency office.

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Bids will be accepted by county. The Agency reserves the right to issue multiple contracts.

Region 4, consisting of Kanawha County and Clay County, is operated by a private contractor. The private contractor maintains its own contracts for service of process. However, bids are being sought for Kanawha County and Clay County to accommodate the minimal service needs of the State Office and other Agency field offices for the service of process within Kanawha and Clay Counties.

Counties, local offices, and estimated annual quantities are listed on Attachment C.



## LIFE OF CONTRACT

This contract becomes effective on \_\_\_\_\_ and shall extend for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time", the Vendor may terminate the contract for any reason upon giving thirty (30) days written notice to the Director of Purchasing.

Notice by Vendor of intent to terminate will **not** relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

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 may be RENEWED upon the mutual written consent of the Agency and the 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-year periods.

## 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.*

**COST SHEET**

<b>COUNTY</b>	<b>*UNIT COST</b>	<b>**ESTIMATED YEARLY QUANTITIES</b>	<b>***TOTAL COST</b>
WOOD	\$40.00	675	\$27,00.00

**\*Unit Cost** – the cost of service for each packet of documents to be served to an individual or business.

**\*\*Estimated Yearly Quantities** – See Attachment C of the RFQ for each respective County.

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



SIGNATURE OF AUTHORIZED AGENT

THOMAS E. GUTHRIE INVESTIGATIONS, LLC  
PRIVATE INVESTIGATOR/PROCESS SERVER

PRINTED NAME AND TITLE

96 OAKBROOK DRIVE  
MINERAL WELLS, W.VA. 26150

BUSINESS ADDRESS

(304) 489-1978

BUSINESS PHONE

IN THE FAMILY COURT OF \_\_\_\_\_ COUNTY, WEST VIRGINIA

WEST VIRGINIA BUREAU FOR CHILD SUPPORT ENFORCEMENT,

Petitioner,

Civil Action #: \_\_\_\_\_

\_\_\_\_\_  
Respondent,

\_\_\_\_\_  
Respondent.

**CREDIBLE PERSON RETURN OF SERVICE**

On this day, \_\_\_\_\_, known to the undersigned Notary Public to be a credible person over the age of eighteen (18), personally appeared before me and avers as follows.

\_\_\_\_\_  
**SUCCESSFUL SERVICE** - On \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_: \_\_\_\_ m, I served \_\_\_\_\_ with \_\_\_\_\_ by leaving with \_\_\_\_\_ at Residence or Business \_\_\_\_\_.

**Description:** age \_\_\_\_ sex \_\_\_\_ race \_\_\_\_ height \_\_\_\_ weight \_\_\_\_ hair \_\_\_\_ beard \_\_\_\_ glasses \_\_\_\_

**Manner of service:**

**\*\*Posting is not acceptable service.\*\***

☐ **Personal:** By personally delivering document to the person being served.

☐ **Substituted at residence:** By leaving at the home of the person being served with a member of the household over the age of 16 years AND explaining the general nature of the papers. **\*\*cannot serve to another party of the action\*\***

\_\_\_\_\_  
**NON-SERVICE:** After diligent effort and careful inquiry, I have been unable to effect process upon the person/entity because:

☐ unknown at address

☐ moved, no forwarding address

☐ address doesn't exist

☐ service cancelled by BCSE

☐ unable to timely serve

☐ other \_\_\_\_\_

Service was attempted: [list date, time, & address]

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

\_\_\_\_\_  
PROCESS SERVER

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_, to-wit:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

CASE ID #	NAME OF PARTY TO BE SERVED/ CIVIL ACTION NO.	DATE TO PPS & NAME OF PPS	DATE OF SERVICE	DATE RETURNED TO BCSE	HEARING DATE/ DEADLINE	RESOLUTION/ ORDER ENTRY	NOTES



REG	COUNTY	LOCAL OFFICE	ANNUAL QTY	REG	COUNTY	LOCAL OFFICE	ANNUAL QTY
1	Brooke	(Weirton)	77	6	Greenbrier	Lewisburg	318
1	Hancock	Weirton	135	6	Hampshire	Romney	10
1	Marshall	Moundsville	819	6	Hardy	Moorefield	6
1	Ohio	Wheeling	375	6	Monroe	Union	106
1	Tyler	(New Martinsville)	200	6	Mineral	Keyser	10
1	Wetzel	New Martinsville	481	6	Pendleton	Franklin	1
1	Monongalia	Morgantown	370	6	Pocahontas	Marlinton	85
1	Preston	Kingwood	100	6	Randolph	Elkins	50
2	Braxton	Wood	36	6	Tucker	Parsons	10
2	Wirt	Elizabeth	30	7	Fayette	Fayetteville	60
2	Wood	Parkersburg	675	7	Wyoming	Pineville	45
2	Pleasants	St. Marys	25	7	McDowell	Welch	115
2	Richie	Harrisville	45	7	Mercer	Princeton	829
2	Roane	Spencer	30	7	Raleigh	Beckley	668
2	Jackson	Ripley	48	7	Summers	Hinton	91
2	Mason	Point Pleasant	48	8	Berkeley	Martinsburg	23
2	Nicholas	Summersville	38	8	Jefferson	Charles Town	150
2	Webster	Webster Springs	27	8	Morgan	Berkeley Springs	18
3	Cabell	Huntington	112	9	Barbour	Phillippi	37
3	Putnam	Winfield	100	9	Doddridge	West Union	51
3	Wayne	Wayne	235	9	Harrison	Clarksburg	914
4	Clay	(State Office / Other)	<10	9	Upshur	Buckhannon	10
4	Kanawha	(State Office / Other)	<10	9	Marion	Fairmont	232
5	Boone	Foster	36	9	Calhoun	Grantsville	2
5	Lincoln	Hamlin	25	9	Gilmer	Glenville	8
5	Logan	Logan	127	9	Lewis	Weston	28
5	Mingo	Williamson	179	9	Taylor	Grafton	140
6	Grant	Petersburg	10				

RFQ No. CSE 12028STATE 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 exceeds five percent of the total contract amount.

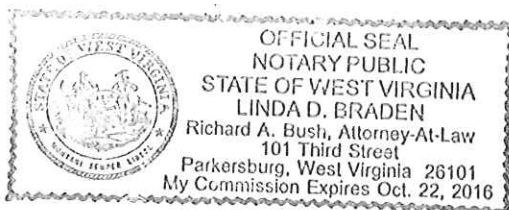
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into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

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: THOMAS E. GUTHRIE INVESTIGATIONS, LLCAuthorized Signature: *Thomas E. Guthrie* Date: 07/19/11State of WEST VIRGINIACounty of WOOD, to-wit:Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of JULY, 2011My Commission expires OCTOBER 22, 2016

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 12/15/09)

## 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:**

- XX 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: THOMAS E. GUTHRIE  
INVESTIGATIONS, LLC

Signed: 

Date: 07/19/11

Title: PRIVATE INVESTIGATOR/  
PROCESS SERVER

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