



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 40369

Doc Description: Open End Legal Process Service Contract

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-05	2015-08-26 13:30:00	CRFQ 0511 CSE1500000003	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Joseph K. Kiger
 DBA - J.K. Processing, LLC
 #97 - Terra Rosa Dr.
 Washington, WV. 26181

08/18/15 10:05:36
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

Joseph K. Kiger

FEIN # 01-0974-623

DATE 8-16-2015

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - BROOKE COUNTY OFFICE 100 MUNICIPAL PLAZA, STE 600 WEIRTON WV 26062 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Process Service for Region 1 Brooke Co. Weirton Office	68.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1 Brooke County Weirton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - HANCOCK COUNTY OFFICE 100 MUNICIPAL PLAZA, STE 600 WEIRTON WV 26062 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Process Service for Region 1 Hancock Co. Weirton Office	130.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1 Hancock County. Weirton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MARSHALL COUNTY OFFICE 400 TELETECH DR, STE 2 MOUNDSVILLE WV 26041 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Process Service for Region 1 Marshall Co. Moundsville Office	689.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1 Marshall Co. Moundsville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - OHIO COUNTY OFFICE 69 16TH ST WHEELING WV 26003 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Process Service for Region 1 Ohio Co. Wheeling Office	275.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1 Ohio Co. Wheeling Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - TYLER COUNTY OFFICE 210 MAIN ST MIDDLEBOURNE WV 26149 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Process Service: Region 1 Tyler Co. New Martinsville Office	129.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1 Tyler Co. New Martinsville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WETZEL COUNTY OFFICE 1236 NORTH STATE RT 2 NEW MARTINSVILLE WV 26155 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Process Service: Region 1 Wetzel Co. New Martisville Office	233.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 1 Wetzel Co. New Martisville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MONONGALIA COUNTY OFFICE 118 SOUTH HIGH ST MORGANTOWN WV 26501-3579 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Process Service: Region 1 Monongalia Co. Morgantown Office	232.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 1 Monongalia Co. Morgantown Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - PRESTON COUNTY OFFICE 18351 VETERANS MEMORIAL HWY KINGWOOD WV 26537 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Process Service for Region 1 Preston Co. Kingwood Office	121.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 1 Preston Co. Kingwood Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MASON COUNTY OFFICE 710 VIAND ST PT PLEASANT WV 25550 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Process Service for Region 2 Mason Co. Pt Pleasant Office	50.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 2 Mason Co. Pt Pleasant Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WIRT COUNTY OFFICE COURT ST ELIZABETH WV 26143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Process Service for Region 2 Wirt Co. Elizabeth Office	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 2 Wirt Co. Elizabeth Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WOOD COUNTY OFFICE 400 FIFTH ST PARKERSBURG WV 26102 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Process Service for Region 2 Wood Co. Parkersburg Office	520.00000	EA	41.00	21,320.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 2 Wood Co. Parkersburg Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - PLEASANTS COUNTY OFFICE 201 SECOND ST ST MARYS WV 26170 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Process Service for Region 2 Pleasants Co. St Marys Office	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 2 Pleasants Co. St Marys Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - RITCHIE COUNTY OFFICE 220 WEST MAIN ST HARRISVILLE WV 26362 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Process Service: Region 2 Ritchie Co. Harrisville Office	34.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 2 Ritchie Co. Harrisville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - ROANE COUNTY OFFICE 677 RIPLEY RD SPENCER WV 25276 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Process Service for Region 2 Roane Co. Spencer Office	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 2 Roane Co Spencer Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - JACKSON COUNTY OFFICE 4285 CEDAR LAKES DR RIPLEY WV 25271-6571 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Process Service for Region 2 Jackson Co. Ripley Office	49.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 2 Jackson Co. Ripley Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - CABELL COUNTY OFFICE 2699 PARK AVE, STE 100 HUNTINGTON WV 25704 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Process Service for Region 3 Cabell Co. Huntington Office	112.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 3 Cabell Co Huntington Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - PUTNAM COUNTY OFFICE 3405 WINFIELD RD WINFIELD WV 25213 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Process Service for Region 3 Putnam Co. Winfield Office	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 3 Putnam Co Winfield Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WAYNE COUNTY OFFICE 26452 EAST LYNN RD WAYNE WV 25570 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Process Service for Region 3 Wayne Co. Wayne Office	235.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 3 Wayne Co. Wayne Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Process Service for Region 4 Kanawha Co. State Office	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 4 Kanawha Co. State Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - BOONE COUNTY OFFICE RT 3, EAST ROCK CREEK RD FOSTER WV 25081 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Process Service for Region 5 Boone Co. Danville Office	160.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 5 Boone Co. Danville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - LINCOLN COUNTY OFFICE 8209 COURT AVE HAMLIN WV 25523 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Process Service for Region 5 Lincoln Co. Hamlin Office	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 5 Lincoln Co. Hamlin Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - LOGAN COUNTY OFFICE 130 STRATTON ST LOGAN WV 25601 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Process Service for Region 5 Logan Co. Logan Office	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 5 Logan Co. Logan Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MINGO COUNTY OFFICE 203 EAST THIRD AVE WILLIAMSON WV 25661 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Process Service for Region 5 Mingo Co. Williamson Office	187.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 5 Mingo Co. Williamson Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - BRAXTON COUNTY OFFICE 1936 SUTTON LN SUTTON WV 26601 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Process Service for Region 6 Braxton Co. Sutton Office	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 6 Braxton Co. Sutton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WEBSTER COUNTY OFFICE 110 NORTH MAIN ST, STE 201 WEBSTER SPRINGS WV 26628 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Process Service for Region 6 Webster Co. Webster Springs	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 6 Webster Co. Webster Springs

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - NICHOLAS COUNTY OFFICE 1073 ARBUCKLE RD SUMMERSVILLE WV 26651 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Process Service: Region 6 Nicholas Co. Summersville Office	74.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 6 Nicholas Co Summersville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - CLAY COUNTY OFFICE 131 MAIN ST CLAY WV 25043 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Process Service for Region 6 Clay Co. Clay Office	36.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 6 Clay Co Clay Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - GREENBRIER CO OFFICE 150 MAPLEWOOD AVE LEWISBURG WV 24901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Process Service: Region 6 Greenbrier Co. Lewisburg Office	66.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 6 Greenbrier Co Lewisburg Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV25301-3703	FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - POCAHONTAS CO OFFICE 704 THIRD AVE MARLINTON US	WV 24954

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Process Service for Region 6 Pocahontas Co. Marlinton Office	44.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 6 Pocahontas Co Marlinton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV25301-3703	FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - FAYETTE COUNTY OFFICE 1400 VIRGINIA ST OAK HILL US	WV 25901

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Process Service: Region 6 Fayette Co. Fayetteville Office	172.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 6 Fayette Co. Fayetteville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MONROE COUNTY OFFICE RT 3, 174 UNION WV 24983 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Process Service for Region 6 Monroe Co. Union Office	44.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 6 Monroe Co Union Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MCDOWELL COUNTY OFFICE 840 VIRGINIA AVE WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Process Service for Region 7 McDowell Co. Welch Office	175.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 7 McDowell Co Welch Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MERCER COUNTY OFFICE 200 DAVIS ST PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Process Service for Region 7 Mercer Co. Princeton Office	443.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 7 Mercer Co Princeton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - RALEIGH COUNTY OFFICE 407 NEVILLE ST, RM 131 BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Process Service for Region 7 Raleigh Co. Beckley Office	1047.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 7 Raleigh Co Beckley Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - SUMMERS COUNTY OFFICE 320 SUMMERS ST HINTON WV 25951 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Process Service for Region 7 Summers Co. Hinton Office	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 7 Summers Co Hinton Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - WYOMING COUNTY OFFICE RT 97 HCR 72, BOX 300 PINEVILLE WV 24874 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Process Service for Region 7 Wyoming Co. Pineville Office	16.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 7 Wyoming Co Pineville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - BERKELEY COUNTY OFFICE 433 MID-ATLANTIC CENTER MARTINSBURG WV 25402-9974 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Process Service: Region 8 Berkeley Co. Martinsburg Office	455.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 8 Berkeley Co Martinsburg Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - JEFFERSON COUNTY OFFICE 239 WILLOW SPRING DR CHARLES TOWN WV 25414 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Process Service: Region 8 Jefferson Co. Charles Town Office	169.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8 Jefferson Co Charles Town Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MORGAN COUNTY OFFICE 64 REGAL COURT BERKELEY SPRINGS WV 25411 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Process Service: Region 8 Morgan Co. Berkeley Springs Offic	51.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8 Morgan Co Berkeley Springs Of

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - GRANT COUNTY OFFICE 53 KIESS DR PETERSBURG WV 26847 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Process Service for Region 8 Grant Co Petersburg Office	54.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8 Grant Co Petersburg Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - HAMPSHIRE COUNTY OFFICE 24954 NORTHWESTERN PIKE ROMNEY WV 26757 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Process Service for Region 8 Hampshire Co. Romney Office	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 8 Hampshire Co Romney Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - HARDY COUNTY OFFICE 149 ROBERT C BYRD INDUSTRIAL PARK RD MOOREFIELD WV 26836 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Process Service for Region 8 Hardy Co. Moorefield Office	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 8 Hardy Co Moorefield Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MINERAL COUNTY OFFICE 18 NORTH TORNADO WAY KEYSER WV 26726 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Process Service for Region 8 Mineral Co. Keyser Office	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8 Mineral Co Keyser Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - PENDLETON COUNTY OFFICE PENDLETON BUSINESS CENTER HC 61, BOX 18 B, STE 200 FRANKLIN WV 26807 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Process Service for Region 8 Pendleton Co. Franklin Office	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8 Pendleton Co Franklin Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - TUCKER COUNTY OFFICE RR 3 BOX 45 PARSONS WV 26287 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Process Service for Region 9 Tucker Co. Parsons Office	7.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 9 Tucker Co Parsons Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - RANDOLPH COUNTY OFFICE 1027 NORTH RANDOLPH AVE ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Process Service for Region 9 Randolph Co. Elkins Office	57.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 9 Randolph Co Elkins Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - BARBOUR COUNTY OFFICE 209 SOUTH MAIN ST PHILIPPI WV 26416 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Process Service for Region 9 Barbour Co. Phillippi Office	14.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
Process Service for Region 9 Barbour Co Phillippi Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - DODDRIDGE COUNTY OFFICE 115 MAIN ST WEST UNION WV 26456 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	Process Service: Region 9 Doddridge Co. West Union Office	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 9 Doddridge Co West Union Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - HARRISON COUNTY OFFICE 633 WEST PIKE ST CLARKSBURG WV 26301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	Process Service: Region 9 Harrison Co. Clarksburg Office	650.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 9 Harrison Co Clarksburg Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - UPSHUR COUNTY OFFICE RT 3, BOX 376-A BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Process Service for Region 9 Upshur Co. Buckhannon Office	34.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 9 Upshur Co Buckhannon Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - MARION COUNTY OFFICE 9349 MIDDLETOWN MALL WHITE HALL WV 26554 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	Process Service for Region 9 Marion Co. Fairmont Office	469.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 9 Marion Co Fairmont Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - CALHOUN COUNTY OFFICE 350 MAIN ST GRANTSVILLE WV 26147 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	Process Service for Region 9 Calhoun Co. Grantsville Office	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 9 Calhoun Co Grantsville Office

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - GILMER COUNTY OFFICE 1493 WV HWY 5E GLENVILLE WV 26351 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	Process Service for Region 9 Gilmer Co. Glenville Office	23.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 9 Gilmer Co Glenville Office

INVOICE TO:		SHIP TO:	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - LEWIS COUNTY OFFICE 91 ARNOLD AVE WESTON WV 26452 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	Process Service for Region 9 Lewis Co. Weston Office	36.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 9 Lewis Co Weston Office

INVOICE TO:		SHIP TO:	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES BCSE - TAYLOR COUNTY OFFICE 235 BARRETT ST GRAFTON WV 26354 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	Process Service for Region 9 Taylor Co. Grafton Office	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 9 Taylor Co Grafton Office

CSE1500000003	Document Phase Final	Document Description Open End Legal Process Service Contract	Page 24 of 24
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, August 14, 2015 by 3:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Multiple Award Open End Contract for Process Servers
BUYER: Robert P Kilpatrick, File 22
SOLICITATION NO.: CRFQ 0511 CSE1500000003
BID OPENING DATE: Wednesday, August 26, 2015
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

- 7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 26, 2015 at 1:30pm EST
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-Six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of See Terms and Conditions Attachment 1 of the CRFQ

for failure to return documents per the specified deadlines (see Specifications and Attachment 1)

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) 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; (2) 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 regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

J.K. Processing, LLC.
(Company)

Joseph K. Kujin, President
(Authorized Signature) (Representative Name, Title)

304-482-0920 (Fax 304-422-0306) 8-16-2015
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE1500000003

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Bureau for Child Support Enforcement to establish multiple open-end contracts for Supplemental Process Service for the purpose of serving child support and/or spousal support papers to obligors (non-custodial parents), obliges (custodial parents) and any other parties.

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 submit bids and comply with the responsibilities and provisions of this RFQ. The Agency will utilize Vendors based upon the lowest cost of the Vendor, with the lowest cost awarded Vendor having the option to provide or waive requested work prior to the Agency requesting work from the second lowest cost awarded Vendor, and so on. 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 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. Any response from a vendor which includes an obligation for the Agency to refer a specified number of papers for service may be disqualified.

Quantities listed in the RFQ Attachment A 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 by providing a bid for each county for which they intend to be awarded a contract. 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.

Child support enforcement for Region 4, consisting of Kanawha County, is operated by a private contractor, not directly by the Agency. This private contractor maintains its own contracts for service of process. However, bids are being sought for Kanawha County to

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

accommodate the minimal service needs of the State Office and other Agency field offices for the service of process within Kanawha County.

Regions including counties, local offices, and estimated annual quantities are listed on Attachment A. Quantities provided on the Attachment or on the Pricing Pages are estimates only, for bid evaluation purposes only. No guarantee of actual quantities to be ordered is or should be implied.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “**Contract Services**” means 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 obligors (non-custodial parents), obliges (custodial parents) and any other parties pursuant to the requirements of the West Virginia Rules of Civil Procedure as more fully described in these specifications.
 - 2.2 “**Pricing Page**” means the pages, contained in wvOASIS and available for download (if bidding on paper) therein, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Though all vendors must comply with all State and local laws regarding working as a process server, no documentation is required with the bid to indicate qualification. By signing or submitting a bid, vendors agree to comply with all local requirements for working as a process server.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE1500000003

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 GENERAL

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 shall 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 shall 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) calendar days of the successful service along with the Credible Person Return of Service.

Vendor may not be a party in the legal action for which the service is being undertaken. If requested by the Agency to provide service for an action in which the Vendor is a party, the Vendor must notify the Agency with 24 hours of the request, and this notification qualifies as a waiver for the Agency to proceed to the next lowest awarded Vendor for the county (See Ordering Procedure in Section 6, below).

4.1.2 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 B for sample form). 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.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

- 4.1.2.1 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.
- 4.1.2.2 The Vendor shall not perform substitute service of a person by service of the document to another party in the legal action being served.
- 4.1.2.3 If the service of process is made at the recipient's place of employment or institution, substitute service of the document is not acceptable.
- 4.1.2.4 The Vendor shall advise the person being served that the document is a legal document and should be reviewed, but shall not answer any questions about the documents. The Vendor shall refer all questions to the Agency.
- 4.1.2.5 The Vendor shall not physically nor verbally assault an individual while serving process.

4.1.3 TIME GUIDELINES

- 4.1.3.1 The Vendor shall initially attempt service no more than five (5) calendar days following receipt of the document.
- 4.1.3.2 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.
- 4.1.3.3 If the Agency requires service of process to be made less than thirty (30) calendar 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.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE1500000003

- 4.1.3.4 If the Vendor is unsuccessful at service of process after thirty (30) calendar days following receipt, the Vendor shall 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.
- 4.1.3.5 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 the next lowest awarded vendor without having to acquire a waiver from any vendor previously contacted. Documentation of the Agency’s having previously worked with the lower priority vendor should be kept in the file for the subsequent delivery order.
- 4.1.3.6 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
- 4.1.3.7 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. This request must be submitted in writing no later than two (2) calendar days prior to the expiration of the 45-day service period, or prior to returning any documents pursuant to 4.1.3.5.
- 4.1.3.8 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.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE1500000003

4.1.4 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. 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.

4.1.5 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).

- 4.1.5.1 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.
- 4.1.5.2 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.
- 4.1.5.3 By use of said log, each respective local office will track the overall workload of each Vendor at any given time. The Agency has concerns that a Vendor with more than twenty (20) documents for service at any point in time may jeopardize their ability to meet the strict requirements and deadlines of this Contract and any delivery orders issued from it. Vendors may waive Agency requests to serve papers if accepting the papers would cause their total workload at that point to exceed twenty (20) outstanding documents, with no negative repercussions on the Vendor for failure to perform or for providing repeated waivers (see Section 6.1). The Agency may not limit the number of documents assigned to any one vendor at any point. It is the responsibility of the Vendor to determine what they feel is an appropriate workload to insure they meet all contractual requirements.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

4.1.5.4 Any Vendor who currently has any document which is late in return to the Agency (per Section 4.1.3, above) shall be considered to be waiving any further work, until such time that no documents are late in being returned to the Agency. Agency should document delivery order file each time they pass over a lower priority vendor for this reason by including a copy of the log, highlighting the outstanding document(s) which is late.

4.1.6 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.

4.1.7 VENDOR RESPONSIBILITIES

4.1.7.1. The Vendor must require each employee or contractor to identify to the Vendor in writing if he or she or a member of his/her immediate family is a party in a support case in the State of West Virginia. Further,

4.1.7.2. The Vendor must prohibit the employee or contractor so identified from access to the documents related to such case(s).

4.1.7.3. 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.

4.1.7.4 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

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

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.

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

Failure of the Vendor to advise the Agency of changes in contact information resulting in the Agency's inability to contact the Vendor may result in default and cancellation of the Contract.

4.1.7.6. 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.

4.1.8 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.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services to be performed in every county in the State. As such, a Contract shall be awarded to any number of multiple Vendors that provide the Contract Services meeting the required specifications, with the Vendor providing the lowest cost of each county given first priority for accepting/waiving orders for work in that county, then the second lowest receiving the second priority, and so on, until such time that all qualifying contracts are awarded for each county. Vendors may be awarded any number of counties, in any priority for each county.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

The final awarded contracts will include a spreadsheet which indicates which vendors have which priority in each county. Vendors are not responsible for ensuring that Agency follows ordering procedures for the Contract.

- 5.2 Pricing Page:** Vendor should complete the Pricing Pages by providing their lump-sum fee for each service of legal documents within each county they wish to be awarded a contract. The lump-sum fee is inclusive of all associated costs, including any travel or other expenses. Bidders may bid any number of counties. Providing a bid of \$0.00 or "No Bid" for any county will be interpreted as the vendor not wishing to be awarded a contract for that county. Vendors may bid the same or different fees for each county; they are not required to bid one uniform fee for all counties.

If responding on paper, Vendors should insert their lump-sum fee for each county as the Unit Price for its matching Commodity Line # (on the printed CRFQ document), then multiply the bid Unit Price by the Quantity (Qty) listed to calculate and insert the Total Price for each Line. If responding electronically in WVOasis, the calculation of Unit Price-times-Quantity to calculate Total Price is done automatically.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.

- 6.1 Ordering Procedure:** When Contract Services are required, Agency will contact the highest priority awarded Vendor (eg. Priority 1, lowest vendor, is higher than Priority 2, second lowest vendor, etc) for the county in which the service of papers is to be done. Contacted Vendor will have 48 hours (not counting the 48 hours of any weekend, 12:01 am Saturday to 12:00am Monday) to respond to the Agency with their ability or inability to fulfill the request.

If unable to fulfill the request, the Vendor must provide a written waiver to the Agency (within this same 48 hours) which indicates their summary reason for waiving the Agency's request. Failure to provide this written waiver within the

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

time frame shall serve as an automatic waiver, allowing the Agency move to the next priority vendor for the county. Repeatedly providing a waiver, or repeatedly failing to meet the deadline for providing the waiver may be considered Vendor Default (See Section 10). If Vendor is requested by Agency to provide services in a county for which it is NOT awarded a contract, Vendor should immediately contact the Agency to notify them of the erroneous request (ie, to avoid being considered as having provided a default waiver by failing to respond at all).

If the first contacted Vendor waives the work or fails to respond, Agency will then contact the next priority Vendor, repeating the 48-hour timeline, until such time as they receive an affirmative response from a Vendor. Agencies must include any received waivers in their delivery order files, and should document any instances where a vendor fails to respond in the specific delivery order file as well.

If able to fulfill the request, Vendors must notify the Agency with the same 48-hours. The Agency will prepare and issue a Delivery Order for the covered services. Agencies may coordinate with successful Vendor how issuance of a Delivery Order will occur and how it will initiate with or reconcile with the timelines for performance as established in Section 4.1.3, above.

If required to cancel a Delivery Order for any reason (Default, unsuccessful service of papers per 4.1.3.5, etc.), Agency may contact use any previously acquired waivers for this specific Delivery Order plus the Cancellation (to act as a default waiver) to contact the next highest priority vendor for the county, or may reinitiate the selection process entirely from the beginning, at their discretion.

7. **PAYMENT:** Agency shall pay per the unit price as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE1500000003

- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10 VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

- 10.2.1 Immediate cancellation of the Contract.
- 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3 Any other remedies available in law or equity.

CENTRALIZED REQUEST FOR QUOTATION
Supplemental Process Service
CRFQ 0511 CSE150000003

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Amiee L. Morgan
Telephone Number: 304-420-4980 EXT.123
Fax Number: 304-420-4639
Email Address: Amiee.L.Morgan@wv.gov

<u>REG</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>
1	Brooke	(Weirton)	68
1	Hancock	Weirton	130
1	Marshall	Moundsville	689
1	Ohio	Wheeling	275
1	Tyler	(New Martinsville)	129
1	Wetzel	New Martinsville	233
1	Monongalia	Morgantown	232
1	Preston	Kingwood	121
2	Mason	Point Pleasant	50
2	Wirt	Elizabeth	25
2	Wood	Parkersburg	520
2	Pleasants	St. Marys	25
2	Ritchie	Harrisville	34
2	Roane	Spencer	25
2	Jackson	Ripley	49
3	Cabell	Huntington	112
3	Putnam	Winfield	100
3	Wayne	Wayne	235
4	Kanawha	(State Office / Other)	<10
5	Boone	Danville	160
7	McDowell	Welch	175
5	Lincoln	Hamlin	20
5	Logan	Logan	200
5	Mingo	Williamson	187
6	Braxton	Sutton	40
6	Webster	Webster Springs	25
6	Nicholas	Summersville	74
6	Clay	Clay	36

<u>REG</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>
6	Greenbrier	Lewisburg	66
6	Pocahontas	Marlinton	44
6	Fayette	Fayetteville	172
6	Monroe	Union	44
7	Mercer	Princeton	443
7	Raleigh	Beckley	1047
7	Summers	Hinton	9
7	Wyoming	Pineville	16
8	Berkeley	Martinsburg	455
8	Jefferson	Charles Town	169
8	Morgan	Berkeley Springs	51
8	Grant	Petersburg	54
8	Hampshire	Romney	5
8	Hardy	Moorefield	10
8	Mineral	Keyser	5
8	Pendleton	Franklin	0
9	Tucker	Parsons	7
9	Randolph	Elkins	57
9	Barbour	Phillippi	14
9	Doddridge	West Union	3
9	Harrison	Clarksburg	650
9	Upshur	Buckhannon	34
9	Marion	Fairmont	469
9	Calhoun	Grantsville	6
9	Gilmer	Glenville	23
9	Lewis	Weston	36
9	Taylor	Grafton	200

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

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: J-K Processing LLC

Signed: Joseph K. Keizer

Date: 8-16-2015

Title: President

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: J.K. Processing L.L.C.

Authorized Signature: Joseph K. Higer Date: 8-17-2015

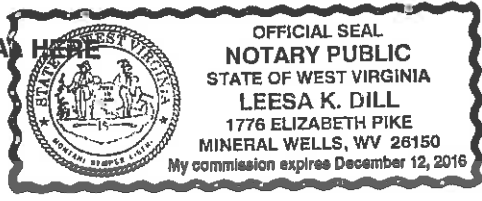
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 17 day of August, 2015.

My Commission expires 12/12, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC Leesa K. Dill