



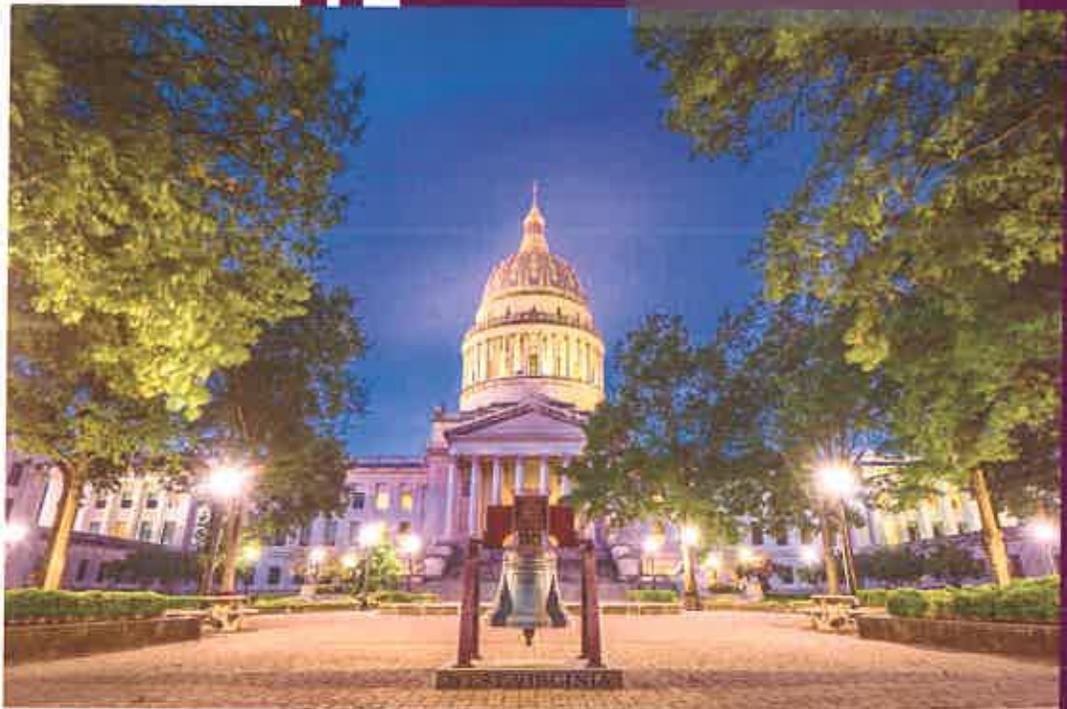
November 15, 2018

CRFQ# 0212 SWC190000006

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WV PURCHASING
DIVISION



West Virginia CRFQ for Statewide,
Open-End Contract for Debt
Collections



www.MuniServ.com

November 15, 2018

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The West Virginia Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Attn: Mark Atkins, File #42.

Dear Mr. Atkins:

Thank you for the opportunity to submit our response to the West Virginia Purchasing Division Statewide, Open-End Contract for Debt Collection Request for Qualification (RFQ). We look forward to a mutually beneficial business relationship with you and your colleagues.

Gila LLC d/b/a Municipal Services Bureau (MSB) has similar contractual relationships with more than 600 government. Our twenty-seven years in business are a testament to the quality of our work and the above average results we achieve.

We are uniquely qualified to assist in this endeavor because:

- MSB has the required **professional qualifications and government references**, as we've been providing high quality, cost effective collection services since 1991;
- MSB agrees to **provide** all requested services as outlined in the response, subject to the terms and conditions set forth in the bid in a timely and efficient manner and **service components requested in the RFI**;
- MSB has the **required financial stability, the proven project management methodology and overall work plan** to deliver quantifiable value to the State;
- MSB follows **stringent procedures to insure the security of all client account information**, including performing **detailed background screening for all MSB employees**;
- **MSB's highly automated, technologically advanced collection solutions** allow you to send referral, payment and change information electronically; and
- MSB **records all inbound and outbound calls and maintains a Quality Assurance Department** to monitor telephone techniques and provide ongoing coaching.

In addition, we are prepared to:

- Be available to meet with the administration upon request for the duration of a contractual relationship;
- Ensure that every citizen will be dealt with in a professional, courteous manner;
- Provide a full-time client services representative who will be assigned to your account and be available to address any day-to-day issues; and

We believe the unique features mentioned throughout this proposal will lead you to partner with our Company. As the authorized representative, please do not hesitate to call if I can be of further service to you or your colleagues.

Respectfully,



Jordan Freytag
VP of Business Development
(512) 323-4301
Jordan.freytag@gilacorp.com

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Executive Summary

Founded in 1991, MSB specializes in providing collection services to government entities nationwide, including the exact services outlined in the West Virginia Purchasing Division (State) CRFQ. MSB currently works with more than 600 entities and is an active member of the Association of Credit and Collection Professionals (ACA International).

MSB is eager to put our resources to work for the State in a customized collection program to meet your individual needs. Three specific attributes of our success are:

- 1) **Experience-** MSB's unique niche in the government collections industry provides our clients with the most successful techniques before, during and after the collection process. We know what works best.
- 2) **Execution-** MSB sets itself apart by executing on account resolution. We never stop working to resolve an account and have documented collection success with our clients.
- 3) **Ethics-** MSB is above reproach and compliant with all collection laws and regulations, with every debtor always treated with courtesy and respect.

You will find MSB always utilizes the necessary software and hardware components and skilled knowledgeable personnel to assure the State that we are qualified to exceed your expectations set forth in this CRFQ. With specific knowledge necessary to outperform other agencies, MSB will maximize your recovery of state wide, open-end Contract for Debt Collections for all West Virginia State Agencies.

MSB's digital technology and highly automated systems offer our clients a flexible, innovative solution for their collection needs. We are a firm capable of and experienced in managing the type and volume of accounts proposed by the State. We successfully service millions of new accounts each year, including accounts from some of the largest jurisdictions in the nation.

MSB is committed to maintaining the highest standards of professional conduct and business ethics. We work closely with each debtor providing to help them resolve their obligation with dignity. Our employees, many of whom are bilingual, speak with each debtor to determine their reason for not paying and work to overcome the objection.

MSB demonstrates through our relationships with hundreds of jurisdictions the qualifications to meet the operational and management objectives of the State in this CRFQ. Moreover, MSB is committed to providing the most professional, cost-effective and efficient program to the State. We will focus directly on the State's primary objective – delivering ethical collection services that maximize recovery on all accounts.

1. Qualifications

Vendor shall have the following minimum qualifications:

The collection agency must be a full-service agency and have the ability to handle several classifications of accounts including but not limited to educational, medical, and any other account that may be assigned. This is a statewide contract and is available to State agencies, spending units, and political subdivisions.

Twenty-two (22) state spending units have indicated to the Purchasing Division that they anticipate the utilization of collection services. Other State Agencies may elect to use the collection services provided by the successful bidders.

- MSB's specialized government collection experience enables us to perform the exact services the State is requesting in your CRFQ to our clients.
- Successful collection contracts with more than 600 clients in all 50 states nationwide, including Washington D.C.
- Higher collection and revenue recovery results than our competitors.
- State-wide contracts with Arizona, California, Colorado, Florida, Hawaii, Kansas, Missouri, New Mexico, Oklahoma, Oregon, South Dakota, Texas & Vermont.
- Active Member of the Association of Credit and Collection Professionals (ACA International), maintaining the highest ethical standards; No complaints.
- Named a BBB Accredited Business while maintaining an "A+" Rating from the Better Business Bureau (BBB), indicating the BBB's highest level of confidence that MSB operates in a trustworthy manner and will make all good faith efforts to resolve customer concerns.
- MSB's Vice President of Business Development is the Treasurer of the Texas Chapter of American Collectors Association (ACA International)
- MSB Named a Top Government Service Company by INC.com.
- Received the "Fast 50" Award from the Austin Business Journal (50 Fastest Growing Private Companies in Central Texas) Eight Times.
- Honored as one of the Top Seven Collection Technology firms in the nation by CollectionTechnology.net.

1.2. Out-of-State Collection Agencies:

Out-of-state collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award the successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom process may be served. West Virginia Secretary of State may be designated as the resident agent for service process pursuant to West Virginia State Code §56-3-33 attached as Exhibit B.

MSB has a designated resident agent on file with the West Virginia Secretary of State. We have read, understand and will comply with West Virginia State Code §56-3-33.

2. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables:

Contract Services must meet or exceed the mandatory requirements listed below.

MSB has answered the following questions and provided key knowledge that we have the services and requirements the State is requesting.

4.1.1 Vendor must attempt to collect debts on behalf of the State of West Virginia and/or its spending units.

MSB is excited to offer the State a superior collection solution modified to meet your specific requirements. Our solution marries sophisticated, advanced technology with our extensive experience in providing collection programs exclusively to government entities.

MSB has developed and implemented hundreds of government collection projects, giving us the necessary tools to **provide the State best-in-class collection procedures**. MSB has the ability to perform the necessary functions to provide a compliant collection program which maximizes recovery including:

- Open communication in order to coordinate collection services;
- A sophisticated computer hardware and software system which electronically accepts and accommodates the necessary data on the State's accounts;
- Initial and follow-up training to all employees encompassing all areas of collection activities, as well as all laws and regulations governing such activities;
- Providing assurances that MSB is operating within the laws and regulations governing agent activity; and
- Contacting the State's debtors and requesting payment or providing appropriate instructions to their remaining options in a professional and respectful manner.

By implementing the collection services offered by MSB, you can achieve the following goals:

Increased Revenue - MSB generates revenue by collecting delinquent fines, fees and costs that would otherwise go uncollected. MSB has the ability to address each and every account evenly and consistently – virtually regardless of the location of the debtor.

Decreased Liability - MSB indemnifies all clients against our actions and maintains substantial errors and omissions liability insurance and bonds. We **reduce the State's liability** and exposure by utilizing MSB's services.

Virtual Staff - MSB's resources and personnel are utilized without allocating additional State funds. It's like having additional staff working along with the State's staff.

Premier Technology - The State can leverage technology by benefiting from MSB's highly automated, advanced solution. MSB has the assets in place to immediately offer the State sophisticated, state-of-the-art, reliable software and hardware resources as well as the skilled personnel necessary to meet the desired goal.

For more details, please reference Section 4.1.4.5

4.1.2 The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract. All records must be kept a minimum of six (6) years by the vendor.

MSB understands The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract and that the records must be kept for a minimum of six (6) years.

4.1.3 In accordance with national direct student loan guidelines, all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

MSB understands and agrees in accordance with national direct student loan guidelines, all fees charges against student loan accounts will apply only to the original principal and interested owed by the debtor, excluding any added collection costs.

4.1.4 Placements: (Both Primary Placement and Secondary Placement)

4.1.4.1 *The vendor(s) must have the ability to handle several account classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts.*

Each account classification will be set up as a separate "client" in our system identifiable by a unique client short name. MSB will be able to report on each account classification separately as well as the ability to roll them up into one report. This information will be available real-time to the State on the Client Portal.

4.1.4.2 *By West Virginia State law, a spending unit must attempt to collect a claim for three (3) months before a claim can be placed with a collection agency.*

MSB understands by West Virginia State law, a spending unit must attempt to collect a claim for three (3) months before a claim can be placed with a collection agency.

4.1.4.3 Upon Placement of an account with a collection agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area. These transmittals will contain the following:

- 4.1.4.3.1 Type of Account and description of service
- 4.1.4.3.2 Name of whom the claim is made against
- 4.1.4.3.3 Address, including zip code
- 4.1.4.3.4 Balance Due
- 4.1.4.3.5 Date of Service or age of account
- 4.1.4.3.6 Telephone number (Optional if available)
- 4.1.4.3.7 Previous collection reports received on individual accounts when available
- 4.1.4.3.8 Any other information deemed important by the spending unit.

MSB will receive transmittals in spending unit-preferred formats and methods. Each data element will be downloaded into our collection software to begin collection efforts. Any data missing or found to be inaccurate will be submitted to our skip tracing queue.

4.1.4.4 The collection agency will have a minimum of 180 calendar days to attempt to collect debts. Upon expiration of 180 calendar days, the collection agency will transfer all uncollected debts back to the originating spending unit. Collection agencies are not required to transfers accounts back to the spending unit on which payments are still being received at the end of the 180 day period or that are in dispute or nearing settlement, however all accounts not paid in full at the end of two (2) years, inclusive of the 180 day period, will be referred back to the originating spending unit unless exempted by the Secretary of Administration. When returning a claim, the collection agency must submit a completed litigation referral form.

MSB understands and agrees that we have a minimum of 180 calendar days to attempt to collect debts. Upon the expiration of 180 calendar days, the collection agency will transfer all uncollected debts back to the originating spending unit with a completed litigation referral form.

4.1.4.5 The vendor will implement collection procedures and attempt to achieve maximum recovery from debtors. These procedures will include:

- 4.1.4.5.1 Minimum of two (2) monthly telephone calls and one (1) monthly letter.
- 4.1.4.5.2 Direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

MSB will make all possible attempts to locate and collect on all accounts placed with our office by the State. In addition, **we will work the accounts as long as they are with us.** MSB will make a minimum of 2 monthly telephone calls and a monthly letter. We will use all available resources including but not limited to:

Call Center Resources

- Skip tracing for new contact information on a monthly basis
- Custom collection letter series

- Predictive dialer which enhances productivity
- Agent free, interactive, background dialer for additional phone calls and maximum coverage
- TCPA-approved calling solution for cell phones
- Scoring model – all accounts are re-scored twice a year to most effectively work the portfolio. All accounts will be worked.
- Scrubbing for death and bankruptcy information.
- Outbound and inbound collection calls
- Toll free telephone number
- **Extended evening and weekend hours totaling 89 hours:**
 - 8 AM to 12 PM EST Monday through Friday
 - 9 AM to 6 PM EST Saturday
- Bilingual assistance (over 40% of collection staff)
- Skip trace efforts on accounts without contact information will continue.
- Manual skip efforts will take place as needed in an attempt to find new contact information on any account that does not have a telephone contact or has a mail return flag.

The following tables describe the tasks and subtasks performed and the decision points made at each milestone.

Table #1: Initial Submission – 89 Days After Placement	
Task No.	Description
1.	Load referred accounts into the FICO collection software <ul style="list-style-type: none"> - Confirm load and submit acknowledgement report to client.
2.	Electronic scrub for bankruptcy and deceased information <ul style="list-style-type: none"> - Load captured information into FICO and update account status
3.	Score all accounts submitted to determine the best treatment plan. All accounts are worked regardless of score.
4.	Send skip trace file for all accounts submitted with missing demographic information (phone, address, etc.) <ul style="list-style-type: none"> - Load updated information into FICO
6.	Submit addresses to the National Change of Address (NCOA database) to find updated information. <ul style="list-style-type: none"> - Load updated information into FICO.

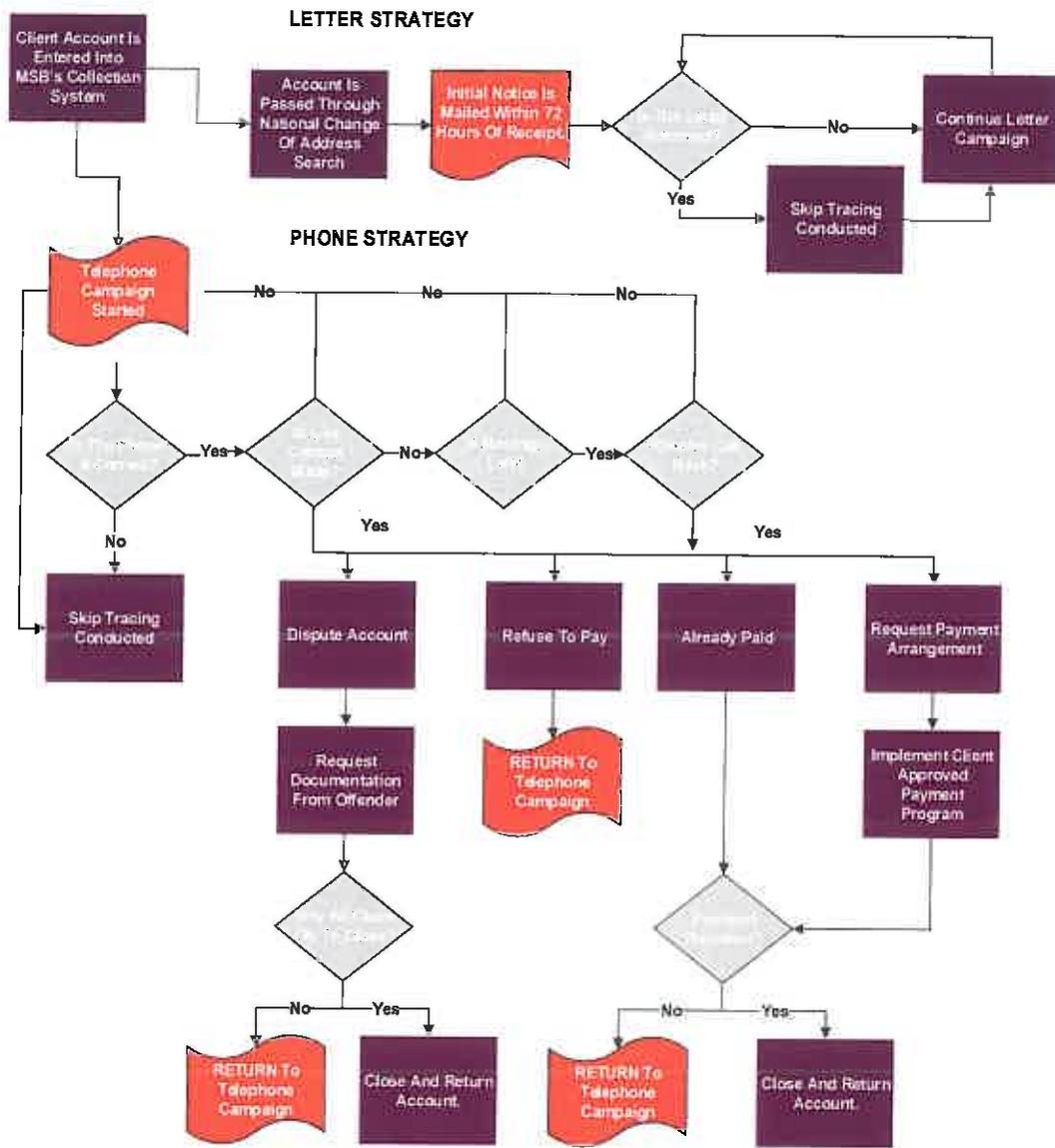
7.	Send initial collection letter, approved by client, to all debtors. Letter is specific to each account type submitted.
Decision Point: Did the letter get returned? If so, submit account to skip tracing queue. Once new information is located, initiate the letter series.	
8.	<p>All accounts with potential contact numbers are loaded into our Interaction Intelligence Inc. v2.3 (ININ) predictive dialer and Genesis phone system. We use technologies which allow us to dial both automated and manually.</p> <ul style="list-style-type: none"> - There is a daily strategy implemented for each of the State's accounts. During this milestone, 5 phone attempts are made each week, varying weekday, evening, and Saturday dials. - Dials are made through the following channels: predictive, manual, and automated messaging. Landline and cell phone rotations are made each day. All accounts are dialed regardless of their balance. - Messages are left when dialing with the predictive and agentless/automated messaging technology
Decision Point: Do we have a wrong or bad phone number? If so, submit account to skip tracing queue. Once new information is located, initiate phone calls.	
9.	Letters continue monthly.

Table #2: Placement Days 90 – 180 (minimum)	
Task No.	Description
1.	A 4th letter is mailed to all accounts that have a remaining balance.
2.	<p>A minimum of three phone attempts occur each week with varying weekday, evening, and Saturday dials.</p> <ul style="list-style-type: none"> - All phone technologies are continued to be utilized, predictive, manual, and agentless. - As information is presented indicating demographic information is invalid, skip tracing continues. Monthly skip batches area also sent to find updated information.
3.	Text and email communication will begin for debtors who have "opted in" to receiving these communications.
4.	Scoring model is validated and refined as needed. Accounts may be re-scored against re-calibrated model to enhance treatment
5.	Credit bureau reporting for eligible accounts will begin upon client approval.

Table #3: Placement Days 180+ (if allowed)	
Task No.	Description
1.	Accounts receive a minimum of 1 letter monthly.
2.	Phone calls continue with a minimum amount of two attempts/week with our predictive and manual technologies. <ul style="list-style-type: none"> - Automated messaging technology will continue daily
3.	Special collection campaigns are conducted (timelines can vary and can occur in any milestone period based on client request). <ul style="list-style-type: none"> - Special dialing and calling strategies, approved by client, occurs.
4.	Phone and address files continue to be submitted for skip tracing. <ul style="list-style-type: none"> - Updated information is loaded into FICO and collection efforts are resumed.

Please reference a detailed collection flow chart on the following page:

Collection Flow Chart



Collection Treatment Descriptions

MSB has provided the different collection treatments provided and a description of each on the table below:

Collection Treatment	Description
Dialer Campaign/Number of Communications	<p>Daily calling strategy</p> <ul style="list-style-type: none"> - Predictive Dialer: automated dials to land lines and leaves messages - LiveVox: manual dials to cell phones and does not leave messages - Agentless Dialer: leaves automated messages on land lines <p>Minimum weekly dial attempts</p> <ul style="list-style-type: none"> - 5 dials/week for accounts in their first 90 days of referral - 3 dials/week for accounts between 90 – 240 days from referral - 2 dials/week for accounts over 240 days from referral
Letter Strategy/Number of Communications	<p>3 letter series specific to each account type submitted for collections</p> <ul style="list-style-type: none"> - Additional off cycle letters mailed - Toll free telephone number and website included in letters - Text and e-mail communication as often as requested by debtor
Skip Tracing Software	<p>All accounts are forwarded for skip tracing efforts upon placement and follow this timeline:</p> <ul style="list-style-type: none"> - Monthly for accounts placed within the last 2 years - 60 days for accounts placed within the last 3 – 4 years - 90 days for accounts placed within the last 5 – 6 years - Every 6 months for accounts placed longer than 6 years ago
Trigger Hits	<p>MSB built out a new skip trace process that will monitor clients' accounts for new contact information in <i>real time</i> allowing quicker contact with a debtor when their information is updated; therefore, increasing recoveries.</p>
Electronic Bankruptcy, Deceased and Litigious Scrub	<p>Information from skip tracing software vendor, Lexis Nexis</p> <ul style="list-style-type: none"> - Federal Court system (Bankruptcy) and Social Security Administration (Death)
Special Collection Campaigns	<p>MSB will work with the State to identify special collection campaigns that align with the State's values. We have provided amnesty, settlement and</p>

	<p>indigent programs with several clients including State of California, City of Detroit, State of Florida, City of Los Angeles and the State of Texas</p> <p>Special calling and dialing campaigns will be established</p> <p>Marketing efforts, approved by the client, will be initiated to advertise the campaign</p> <p>Additionally, MSB runs a special tax season campaign during February/March to remind debtors who are receiving a tax refund from the government they have an outstanding balance due.</p>
DMV Lookup	Contract directly to access all 50 states Department of Motor Vehicle (DMV) Title and Registration information
Portfolio Scoring	Use of Sungard to determine a person's propensity to pay
Client Portal	<p>Online, real-time portal that provides account level look-up and report generation</p> <ul style="list-style-type: none"> - Unlimited users - 24X7 access
Payment Processing	<p>All payments processed in-house to maintain security and accuracy. IVR 24X7</p> <ul style="list-style-type: none"> - Phone with call center agent assistance 89 hours/week, M-S - Web portal 24X7 - Mailed payments
Electronic File Transfer Process	<p>Send and receive data in client's requested format using a secure FTP.</p> <ul style="list-style-type: none"> - Daily occurrence. - New submissions, recalls, payments and adjustments transferred

Address Management Services

MSB employs the same skip tracing procedures regardless of the dollar value of the account.

MSB's integrated systems can scrub debtor names and address data, enhance address information via Zip+4 appends, USPS FASTforward System Change of Address (COA) lookups, as well as **National Change of Address (NCOA) lookups**. This is done on each account submitted to MSB.

MSB's Address Management process is part of our family of products, all of which share comprehensive operational reports and statistics. These include costing reports tailored to debtor requirements and extremely fast processing turnaround times.

Key benefits of the Address Management process are:

- Automatically replaces address on file with the forwarding address, resulting in:
 - Faster delivery and fewer mail returns, accelerating recoveries
 - Updated address upon which to base automated skip tracing look-ups
- Name and address standardization reduces mail returns due to data quality errors
- Enhancement of the address “last line” via spelling corrections, USPS State mapping, and Zip+4 appends for USPS CASS certification
- COA lookups on all records via USPS FASTforward’s 12-plus month database
- NCOA lookups on all FASTforward “no-hits,” extending the Change of Address lookup to 3+ years Identification of “Known Bad Addresses,” with ability to provide automated services on these debtors.

Skip Tracing

MSB anticipates that many accounts submitted will require extensive skip tracing efforts. Skip tracing is an industry term describing the various processes used in an attempt to locate a person whose current address or telephone number is unknown. Without a successful skip tracing program, collection results are significantly lower. You cannot collect from someone you cannot contact.

Once the phone number or address is determined incorrect, skip tracing procedures begin. **Skip tracing is conducted on a local, regional and national basis. The schedule is ongoing on a monthly, quarterly, and annual basis as long as we have the account.** Efforts include:

1. **Data Providers:** MSB has the ability to utilize the following vendors who supply NCOA programs as well as our own database of mail return information. Online access to these providers is linked to our internal intrashare website for agent’s convenience when they are skip tracing. MSB has access to billions of data sources through the following:
 - Accurant (LEXIS NEXIS)
 - Acxiom
 - ChoosePoint
 - DirectoryNet
 - Dolan
 - FastData
 - MasterFiles
 - RiskWise
 - Verifacts
2. Additional skip tracing resources may include the following:
 - Multiple State and National Directory References

- Address Correction Deposit on file with the Postmaster
- Utility Records
- Driver's License Database

3. Cross Referencing of State's Accounts Against Our Proprietary Database

All accounts submitted to MSB with outdated information are skipped to locate the most recent and accurate information. The accounts are continually re-skipped on a monthly, quarterly, and annual schedule in an effort to maintain the most current contact information in case they move or relocate over that time. If a debtor is contacted on one account, the agents will do an extensive system search to verify if any additional debts are owed. All accounts are updated with the latest information.

Batch Skip Tracing Services

MSB's batch skip tracing process effectively skips millions of accounts at one time. The process is developed and engineered to provide the most accurate information for difficult to find debtors. Every account referred to MSB without valid contact information will go through the same skip process.

Features include:

- Electronic Directory Assistance (EDA)
- Phone and SSN Append
- Phone Dedupe (If a number is marked as bad, it is not returned as a good one, nor is it kept in the search)
- Best Address
- Best Address Dedupe (If an address is bad, it is not returned as good and it is removed from the search)
- Full Header

MSB accesses 6.8 billion records from over 30 sources to locate correct contact information including:

- Bankruptcy Filings
- Vehicle and Voter Registrations
- Driver's License Numbers
- Utility Information
- Phone Records

Trigger Hits

MSB built out a new skip trace process that will monitor clients' accounts for new contact information in *real time* allowing quicker contact with a debtor when their information is updated; therefore, increasing recoveries.

Predictive Dialer Technology

The Interactive Intelligence Inc. (ININ) is a system that automates the dialing process within a call center environment. The system dials telephone numbers downloaded from MSB's database and detects an answered call. The system filters out calls with no answer, busy signals, and disconnected numbers, and passes only answered calls to the agent. The agent may also leave messages.

When an individual is reached, the debtor's detailed account information appears on the monitor at the agent's workstation. The agent then updates the database with verified information such as new telephone numbers, place of employment, etc. Depending on the experience of the employee, the Dialer allows an agent to make approximately 200 contacts a day, amounting to a sevenfold increase in debtor contacts compared to manual calls.

A variety of strategies are in place to deal with each circumstance. For example, when the Dialer receives a busy signal, the system can be programmed to re-dial that number every 15 minutes thereafter until the line is connected. Also, if the call is not answered, the Dialer might continue to call every 60 minutes until someone answers.

A dynamic advantage of this system is the inbound/outbound feature. The Dialer keeps track of the number of agents on the dialer system and the number of incoming calls. The Dialer equally distributes the incoming and outbound calls, leaving no unanswered calls.

The Dialer generates individual reports pertaining to the performance of each agent. The Collection Manager evaluates each agent by the speed and thoroughness of their work (based on experience). The Dialer generates statistical information in the following areas:

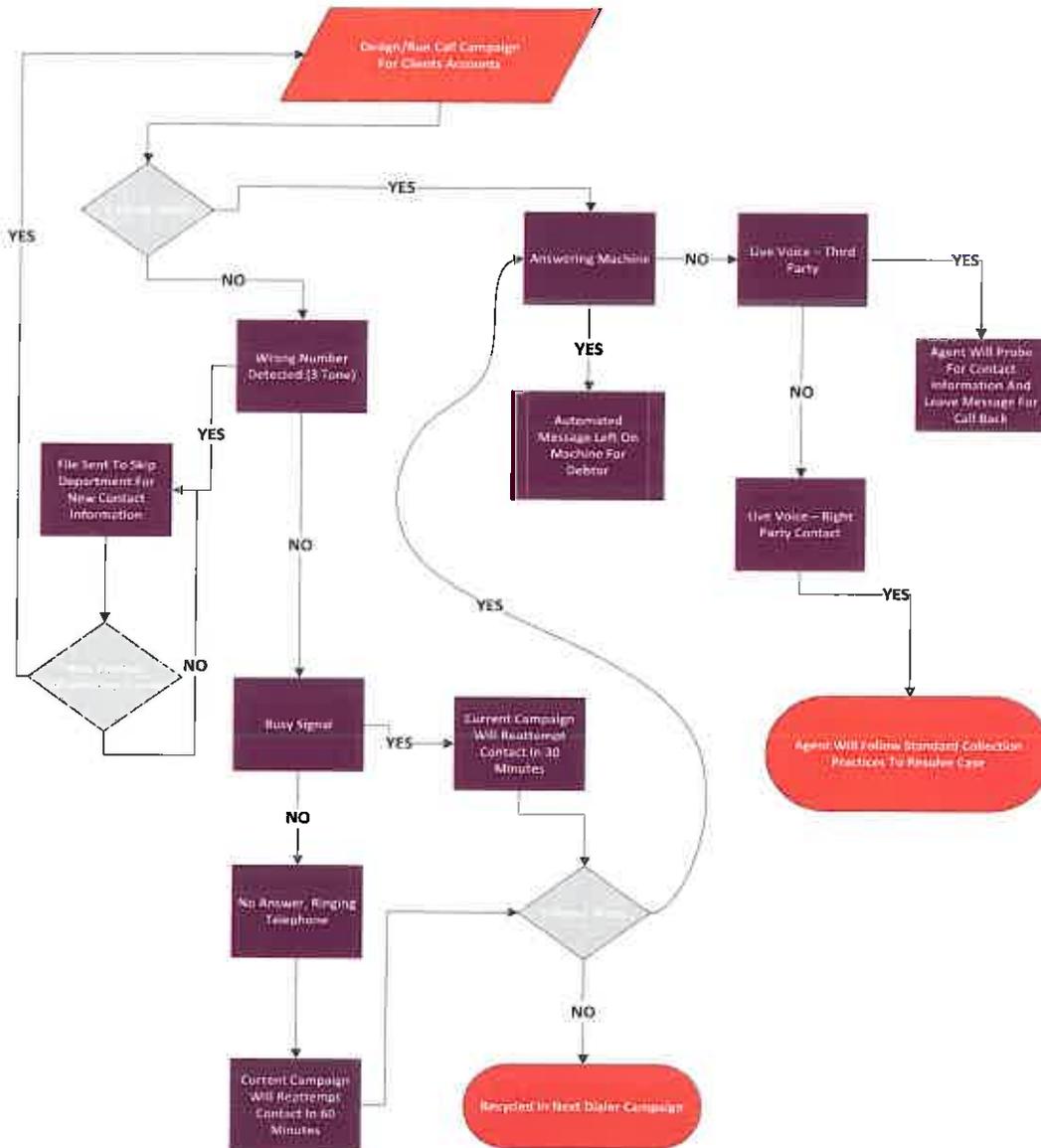
- Time the agent spent on the Dialer
- Productivity of time spent on the Dialer
- Number of messages left
- Messages left with a person
- Wrong numbers called by the agent
- Accounts updated with new location information

- Promises and refusals to pay
- Immediate payment made with initial contact via Payment by Phone
- Transferred calls from other agents
- Supervisor reviews because of dispute

Please reference the dialer flow chart below:

Dialer Campaign Flow Chart

MSB – Interactive Dialer



Additional Calling Platforms

In addition to MSB’s predictive dialer technology, MSB utilizes two additional calling platforms including:

Genesis: a technology that allows MSB to dial cell phone numbers while maintaining compliance with Telephone Consumer Protection Act (TCPA) regulations. This is a “manual” process that uses technology in a way that we do not have to individually dial each number.

Unattended/Agentless Messaging used to supplement MSB’s live calling campaigns. It increases the probability that MSB will reach a person by phone and notify them of their obligation.

Phone System

MSB utilizes a state of the art fully integrated VOIP phone system by Interactive Intelligence Inc. (ININ). All calls can be shared with the State by e-mailing a wave file of the recorded conversation upon request. **All inbound and outbound calls are recorded and stored for a minimum of 2 years.**

The ININ Customer Interaction Center (CIC) offers the following advantages:

Advantage	Description
Innovative Pre-Integrated Application Suite	The multimedia Automatic Call Distributor (ACD) gives MSB capability to manage calls, call processing, voicemail, fax and unified messaging to elevate productivity, performance, and customer service.
ACD with Universal Queuing	This is a flexible automatic communications distributor for language, segment or skills based call routing to quickly get each call to the appropriate agent.
Fully Capable Inter-active Voice Response System	MSB offers self-service options such as methods of payment to customers waiting in queue or calling after hours.
Outbound Campaign Management	The Dialer pre-integrates to CIC to blend outbound campaign calls with inbound ACD calls. Once contact is made, the call is transferred to an agent.
Recording, Scoring and Quality Monitoring	MSB is able to digitally record all agent inbound and outbound calls which involve client contact. Flexible scoring helps maximize agent performance, and simplify recording, file management and retrieval.

Supervision and System Monitoring	The supervisory and agent system monitoring capabilities allow MSB to view all stats in one interface. MSB supervisors monitor these on several new 52" flat panel displays easily visible on the collection floor.
Complete Workforce Management	CIC's historical ACD data is combined with projections for demand forecasts and scheduling to ensure optimal staffing.

4.1.5 Payments and Reporting

4.1.5.1 The collection agency will forward all payments collected during any month by the 15th day of the following month to the originating spending unit accompanied by the report specified below. The collection effort will continue until an account is paid in full, except as otherwise restricted, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

MSB had read and understands that we will forward all payments collected during any month by the 15th day of the following month to the originating spending unit accompanied by the report specified below.

4.1.5.2 The collection agency must send a completed report to the spending unit on or before the 15th of every month for the preceding month, whether or not any payments were received.

MSB has read and understands we must send a completed report to the spending unit on or before the 15th day of every month for the preceding month, whether or not any payments were received.

4.1.5.3 The following information must be included in each report by debtor in alphabetical order, by debtors' surname:

inquiries and confirmation requests. MSB has provided the following table listing the reports we have the ability to generate and a brief description of each:

4.1.5.3.1 Debtor's name(s) and social security number(s) or other identification number(s) as agreed upon by the spending unit and collection agency.

4.1.5.3.2 Placement date of accounts

4.1.5.3.3 Beginning amount to collect, additional amount authorized for collection, amounts previously collected, amounts collected for current month, total collections to date, and balance owed.

4.1.5.3.4 Amount(s) forwarded to spending unit and balance due to spending unit.

4.1.5.3.5 Fees assessed, amount collected and balance due

4.1.5.3.6 Reason for returned or closed accounts (if applicable)

4.1.5.3.7 Remarks

4.1.5.3.8 Percent of dollar amounts collected to date

4.1.5.3.9 All collection agencies shall have the capacity to add accrued interest to applicable accounts on a monthly

Management Reports

MSB acknowledges the need for a cooperative effort and open communication in regards to reporting collection data to the State. All reports will provide all data elements listed. Below is a description of our reporting procedures:

During the Implementation Phase, the following items will be identified for discovery between the State and the MSB Implementation Team:

- Establish Detailed Requirements for all Reports:
 - Develop, Deliver and Approve
- Establish the State’s Preferred Method of Report Delivery:
 - Mail, Email, FTP, SFTP
- Establish the State’s Preferred Format for Reports:
 - Excel, PDF, CSV, Flat File, Crystal, Other
- Establish the State’s Delivery Schedule for each Report Required:
 - Daily, Weekly, Monthly, Quarterly, Annually
- Determine the State’s Reporting Distribution List

MSB’s client management team is responsible for generating and specializing reports to suit your needs. The timeframe can be altered, although most have a pre-determined schedule depending on the type of report. MSB has the ability to create custom and ad-hoc reports as needed by the State. All reports can be provided daily, monthly, annually and/or contract to date.

MSB always maintains an “open door” policy for our clients. All of our reports and collection data can be inspected, including audits, at any time by the appropriate client representatives. All reports, including invoices, may be sent electronically. MSB is committed to fully cooperate with all audit

Report Name	Description
Client Data Summary	Provides a high-level overview of collection results, broken down by debt type, and the following time periods: month to date, year to date & life to date. The report includes the following fields. Number of accounts, Submission dollars. Collection dollars, Add on fee (MSB’s fee)
History Analysis	Provides a detailed analysis of collection results, broken down by debt type and submission batch. The report provides rolled up totals year to date and life to date for each debt type and includes: Time Period, Number of new accounts, Submitted Dollars, Average submission, Current collections, Collected to date, Net Liquidity %, Gross Liquidity, Current Commission,

	Commission to date, Cancelled accounts, Cancelled dollars, Cancelled % & Number of PIF Accounts.
Creditor Inventory Report	Provides the current status, collections and current balance of ALL accounts placed with MSB. The report includes the following fields: debtor name, account number, Turnover date (date placed with MSB), Original Balance, Original Add on (MSB's fee), Collected, Current Balance, Current Add-on and Tag.
Paid in Full	Lists all debtor accounts that have been paid in full. The report includes the following fields: Debtor First Name, Debtor Last Name, Payment Amount, Activity Code & Payment Date.
Partial Payment Report	Lists all debtor accounts that have made partial payment(s). The report includes: Debtor Account Number, Debtor Name, Original & Current Balance
Spin Down Report	Provides a detailed analysis of MSB's collection by batch, relative to the time it took MSB to collect on the accounts. This report can be run by Placement Date or Violation date and includes: Creditor Short name (client unique identifier), Creditor Name (client name), Submission date, Submission count, Workable submission amount, workable current amount, Collection time frames.
Broken Promise Report	Lists all accounts that have made a promise to pay and broken that promise. The report includes the following fields: Debtor Name, MSB Debtor Number, Client Account Number, Balance Due, Promise to Pay Date & Payment Status
Dialer Activity Report	This report totals the number of our outbound call attempts for your accounts. It is broken down to categorize the call result (line busy, no answer, wrong number, etc.), the number of live contacts, the number of right party contacts and the percentage of payments based on the right party

We have listed our most popular reports on the following pages as examples. The reports are adjustable based upon the requirements identified during discovery.

Client Audit

Placement Date	Age From 1st Placement:	Broward Clerk of the Court					
02/06/2017	398 Days	Total Sub Amt: \$2,986,456					
	Letter Code	Letter Count	Total Consumers			Total Skip Attempts	
	15	9,570	9,954			4,512	
			Bad Phone	2,254		Successful Phone Skip	945
			Bad Address	1,258		Successful Address Skip	1,198
			Total Calls	21,458		Consumers Called	8,486
			Collected	1,389,000		Commission	\$0.00
			Liquidation	46.50%		Average Sub Amt	\$300.02
			Avg Vio Date	1.44 Year(s)		Total Sub Amt	\$2,986,456.00

The client audit report provides the Clerk with transparent information regarding our collection activities.

HISTORY ANALYSIS REPORT - BATCH SUMMARY

Period	New Account	Submitted Dollars	Average Submission	Current Collections	Collected To Date	Liquidity	Gross	Current Commission	Commission To Date	Commission Percent	Cancelled Accounts	Cancelled Dollars	Cancelled Percent	RFI	Avg Age
6/2011	401	84,699.36	211.72	1,288.20	4,224.20	4.17%	4.84%	181.04	694.04	15.72%	3	567.00	0.65%	17	23
7/2011	280	55,182.00	197.08	228.80	7,963.60	12.15%	14.43%	37.80	1,290.00	15.82%	0	0.00	0.00%	17	63
8/2011	243	51,206.80	210.73	498.40	10,970.76	17.68%	21.26%	81.40	1,743.00	15.88%	0	0.00	0.00%	17	89
9/2011	114	20,336.60	178.38	0.00	4,966.40	20.23%	34.04%	0.00	707.60	15.86%	0	0.00	0.00%	12	123
10/2011	387	72,667.00	183.04	393.60	18,082.40	20.76%	24.71%	65.60	2,903.43	16.08%	0	0.00	0.00%	12	164
11/2011	47	8,077.00	171.86	0.00	2,070.00	19.68%	23.82%	0.00	345.00	16.87%	0	0.00	0.00%	12	194
12/2011	122	23,961.00	196.32	0.00	9,433.40	32.77%	39.18%	0.00	1,539.90	16.32%	0	0.00	0.00%	12	210
1/2012	298	55,184.00	185.21	0.00	18,208.60	27.44%	32.99%	0.00	3,062.06	16.82%	0	0.00	0.00%	10	238
2/2012	336	61,536.50	183.14	0.00	24,277.80	32.87%	39.33%	0.00	3,994.94	16.41%	0	0.00	0.00%	10	272
3/2012	309	69,412.84	182.26	0.00	26,130.76	36.73%	43.89%	0.00	4,310.87	16.50%	0	0.00	0.00%	10	301
4/2012	309	59,224.00	191.66	27.60	24,374.28	34.18%	40.89%	4.60	3,596.31	16.40%	3	435.00	0.73%	106	333
5/2012	335	58,848.00	176.88	0.00	22,443.80	31.87%	38.14%	0.00	3,607.58	16.43%	0	0.00	0.00%	118	364
6/2012	323	81,071.60	189.08	334.80	27,305.28	37.28%	44.71%	55.80	4,538.53	16.83%	0	0.00	0.00%	132	381
7/2012	362	63,321.42	174.82	0.00	27,163.30	36.65%	42.77%	0.00	4,523.77	16.65%	1	189.00	0.30%	142	422
8/2012	313	55,539.34	177.44	531.60	30,362.57	45.10%	54.03%	88.80	5,018.81	18.53%	3	667.00	1.17%	151	468
9/2012	81	17,132.82	189.27	0.00	7,879.60	37.84%	46.22%	0.00	1,277.20	18.31%	1	183.00	1.06%	34	482
10/2012	208	36,775.80	176.86	0.00	18,683.62	41.80%	50.16%	0.00	3,110.17	16.85%	2	478.00	1.28%	90	512
11/2012	336	58,380.08	177.19	0.00	32,677.60	46.04%	56.05%	0.00	5,360.47	18.37%	0	0.00	0.00%	161	542
12/2012	380	73,161.00	192.53	201.60	38,298.02	41.21%	49.49%	33.80	6,071.81	18.73%	2	184.50	0.25%	181	578
1/2013	445	76,347.87	171.57	0.00	46,688.50	49.60%	59.53%	0.00	7,808.40	16.69%	3	232.00	0.30%	228	608
2/2013	353	62,118.18	175.88	0.00	37,167.84	49.81%	59.83%	0.00	6,228.18	16.76%	0	0.00	0.00%	184	655
3/2013	643	107,817.80	187.88	0.00	73,168.87	58.33%	87.58%	0.00	12,174.82	16.84%	2	443.50	0.41%	363	696
4/2013	284	41,287.00	182.58	0.00	28,167.60	56.61%	67.77%	0.00	4,840.78	16.48%	1	264.00	0.64%	140	738
5/2013	108	21,861.12	207.08	746.20	15,983.40	80.68%	72.81%	124.20	2,884.46	16.80%	0	0.00	0.00%	65	786
6/2013	336	60,286.00	178.46	316.80	37,196.80	61.31%	61.51%	52.80	6,188.27	16.58%	1	174.00	0.28%	171	783
7/2013	452	73,546.80	162.71	346.40	44,057.76	49.68%	68.60%	63.90	7,346.12	16.67%	2	379.50	0.51%	235	818
8/2013	188	28,830.74	148.16	0.00	20,923.20	80.10%	71.94%	0.00	3,442.12	16.45%	1	148.00	0.51%	116	864
9/2013	201	31,611.40	157.27	0.00	19,273.82	60.90%	60.97%	0.00	3,182.25	16.51%	0	0.00	0.00%	110	888
10/2013	128	22,202.00	173.45	168.80	16,129.80	68.76%	68.15%	28.30	2,528.84	16.71%	0	0.00	0.00%	72	909
11/2013	1042	128,691.76	124.48	169.80	102,530.87	64.97%	78.66%	28.30	17,840.27	17.40%	4	667.00	0.51%	709	934
12/2013	732	109,129.76	149.08	241.60	78,888.87	60.28%	72.29%	43.60	13,106.80	16.61%	3	0.00	0.00%	458	877
1/2014	200	28,220.30	146.10	0.00	21,417.32	61.13%	73.30%	0.00	3,563.71	16.58%	0	0.00	0.00%	125	1028
2/2014	323	43,162.50	133.83	0.00	31,680.58	80.72%	72.84%	0.00	5,272.18	16.64%	2	351.00	0.79%	202	1052
3/2014	571	75,554.00	134.07	0.00	53,040.14	57.41%	68.83%	0.00	8,811.27	16.61%	2	485.00	0.63%	317	1087
4/2014	321	43,233.36	134.68	0.00	28,187.81	80.40%	60.47%	0.00	4,381.88	16.65%	1	88.50	0.21%	164	1122
5/2014	315	48,785.70	148.53	0.00	35,105.73	61.82%	74.17%	0.00	5,840.00	16.92%	3	648.50	1.16%	202	1144
TOTAL	11841	1,680,797.13	167.28	5,480.20	1,038,974.97	43.52%	52.22%	879.54	173,068.58	16.68%	47	8,688.50	0.44%	3368	577.97

The History Analysis report is showing payments, submissions and cancellations by BATCH. The client can view how each submission batch is liquidating over time.

Collection Data Summary - Client Name- Case Type - 3/31/2018

Traffic				
	Accts	Submissions	Collections	Commissions
Month To Date: 3/31/2018	1200	\$342,000.00	\$120,000.00	\$36,000.00
Year To Date: 2018	3600	\$1,000,000.00	\$382,000.00	\$114,600.00
Life to Date: Life of Contract	40198	\$4,483,252.55	\$2,935,945.02	\$880,000.00
Civil				
	Accts	Submissions	Collections	Commissions
Month To Date: 3/31/2018	407	\$86,013.35	\$20,626.98	\$6,187.00
Year To Date: 2018	1926	\$376,714.65	\$197,915.67	\$59,010.00
Life to Date: Life of Contract	11935	\$1,998,174.13	\$865,943.07	\$259,000.00

Acknowledgment Report

Traffic Cases			
Type	\$ Amount	# of Cases	Date Received
Circuit Criminal	\$ 1,045,026.00	1,000	31-Mar-18
County Criminal	\$ 23,415.00	15	31-Mar-18
Juvenile Delinquency	\$ 5,214.00	24	31-Mar-18
Criminal Traffic	\$ 984,512.00	1,158	31-Mar-18
Other	\$ -	0	31-Mar-18
Total Criminal:	\$ 2,058,167.00	2,197	

Civil Cases			
Type	\$ Amount	# of Cases	Date Received
Circuit Civil	\$ -	0	31-Mar-18
County Civil	\$ -	0	31-Mar-18
Probate	\$ -	0	31-Mar-18
Juvenile Dependency	\$ -	0	31-Mar-18
Family	\$ -	0	31-Mar-18
Civil Traffic	\$ 1,451,489.00	5,182	31-Mar-18
Other	\$ -	0	31-Mar-18
Total Civil:	\$ 1,451,489.00	5,182	

Grand Total **\$ 3,509,656**

The Ack Report will separate submissions by case type, if applicable.

Client Inventory Report

Creditor	Name	Account no	Turnover Date	Original Balance	Add On	Collected	Current Balance	Tag
MARCTFL	DUCK, DONALD	02-007064-CTA	05/08/2003	\$828.92	\$186.50		\$1,015.42	ACTIVE
MARCTFL	BELL, TINKER	06-009573-CTA	04/17/2007	\$259.00	\$0.00	\$259.00	\$0.00	PAID IN FULL
MARCTFL	POO, WINNIE	04-010499-MMA	05/04/2005	\$360.50	\$81.11	\$100.00	\$341.61	ACTIVE
MARCTFL	GROUCH, OSCAR	06-000803-MMA	03/12/2007	\$1,108.00	\$249.30		\$1,357.30	ACTIVE
MARCTFL	BIRD, BIG	99-006827-CTA	11/20/2001	\$54.00	\$12.15		\$66.15	ACTIVE
MARCTFL	DUCK, DAFFIE	04-002828-CTA	09/22/2004	\$383.00	\$86.17		\$469.17	ACTIVE
MARCTFL	MAN, BAT	99-006431-CTA	08/29/2000	\$478.00	\$107.55		\$0.00	ACTIVE
MARCTFL	MAN, SUPER	02-004875-MMA	11/06/2002	\$148.00	\$33.30		\$181.30	ACTIVE
MARCTFL	WHITE, SNOW	01-008142-MMA	12/30/2003	\$575.50	\$129.48		\$704.98	ACTIVE
MARCTFL	MOUSE, MICKEY	99-008650-MMA	08/29/2000	\$248.00	\$0.00	\$248.00	\$0.00	PAID IN FULL
MARCTFL	MOUSE, MINNIE	99-008217-MMA	08/29/2000	\$338.00	\$0.00	\$338.00	\$0.00	PAID IN FULL
MARCTFL	PAN, PETER	04-011197-CTA	01/20/2006	\$304.50	\$68.51		\$373.01	ACTIVE
MARCTFL	LAME, LOUIE	06-003373-MMA	03/01/2007	\$476.00	\$107.10	\$400.00	\$183.10	ACTIVE
MARCTFL		05-000514-CTA	01/20/2006	\$330.50	\$74.36		\$404.86	ACTIVE
MARCTFL		04-011026-CTA	01/20/2006	\$376.00	\$84.60		\$460.60	ACTIVE
MARCTFL	NDER	99-002060-MMA	02/05/2001	\$525.50	\$0.00	\$525.50	\$0.00	PAID IN FULL
MARCTFL	BOW	06-000908-CTA	01/04/2008	\$503.40	\$113.26		\$616.66	ACTIVE
MARCTFL	RINCE	02-005578-MMA	01/07/2003	\$285.50	\$64.23		\$349.73	STOP ALL CONTACT
MARCTFL	BEAR, CARE	03-000029-CTA	03/16/2004	\$247.00	\$55.57		\$302.57	ACTIVE
MARCTFL	STARK, TONY	03-001450-MMA	11/19/2003	\$108.00	\$24.30		\$132.30	WARRANT SERVED
CLIENT TOTAL				\$7,937.32	\$1,477.49	\$1,870.50	\$6,958.76	

The Client Inventory Report lists all cases in our database with regarding data.

Broken Promises From 3/1/2018 - 3/31/2018

Creditor	Debtor Name	MSB Number	Account Number	Balance	Promise to Pay Date
RIVCTCA	Duck, Donald	5689844	PEF005727-RS434966	503.00	3/5/2018
RIVCTCA1	Mouse, Mickey	5733892	80057RVCB-IS780149	200.00	3/6/2018
RIVCTCA	Bell, Tinker	5723990	HEM963394-RS344971	895.00	3/6/2018
RIVCTCA1	Mouse, Minnie	5797237	417011DM-RS829081	799.20	3/9/2018
RIVCTCA1	Cruise, Tom	5720054	28839RKDG-IS793453	645.00	3/11/2018
RIVCTCA	White, Betty	5742721	259059IG-IS787570	1,451.88	3/11/2018
RIVCTCA1	Pan, Peter	5768387	066483ML-RS57786	1,451.88	3/11/2018
RIVCTCA	White, Snow	5778369	RIM486962-RS7060	1,451.88	3/11/2018
RIVCTCA3	Clause, Santa	5864055	38145KKPL-IS98990	1,451.88	3/11/2018
RIVCTCA3	Bunny, Easter	6086231	MV1154921B-RS104	1,451.88	3/11/2018
RIVCTCA	Fairy, Tooth	5751481	BAM015826-RS479646	223.00	3/23/2018
RIVCTCA1	Locks, Goldie	5761019	181665MS-RS823166	634.18	3/26/2018
RIVCTCA1	Wolf, Big B.	5761019	140952MS-RS823171	609.20	3/30/2018

This report lists all defendants who have not paid on their scheduled date.



Payment Invoice

Municipal Services Bureau
 8325 Tuscany Way
 Austin, TX 78754

Phone: 512.371.9995
 Fax: 512.371.9994
 Email: MSBInvoicing@gilacorp.com

Client: Client Name

Invoice Number: 123

Invoice Date: 4/1/2018

Period Ending: 3/31/2018

Invoice Transaction Detail

Reference Number	Consumer ID	Consumer Name	Posted Date	Tendered Date	Paid Office	Paid Client	Other Transactions	Commission Amount	Net Due Client	Current Balance	Remarks
1234-1	95124	Joe Sample	3/3/2018	3/3/2018	\$152.00			\$38.00	\$114.00	\$112	
1254-8	78512	Dan Sample	3/5/2018	3/5/2018	\$301.26			\$75.31	\$225.95	\$0.00	PIF
1478-8	36942	John Sample	3/14/2018	3/14/2018	\$415.21			\$103.80	\$311.41	\$0.00	PIF
1265-9	19735	Susie Sample	3/20/2018	3/20/2018		\$213.00		\$53.25	\$159.75	\$0.00	PIF
1458-7	12945	Mary Sample	3/22/2018	3/22/2018	\$156.00			\$39.00	\$117.00	\$136.00	
1345-4	54831	Tonya Sample	3/30/2018	3/30/2018	\$89.26			\$22.31	\$66.95	\$201.00	
					\$1,113.73	\$213.00		\$331.67	\$995.06		

Daily Status Report

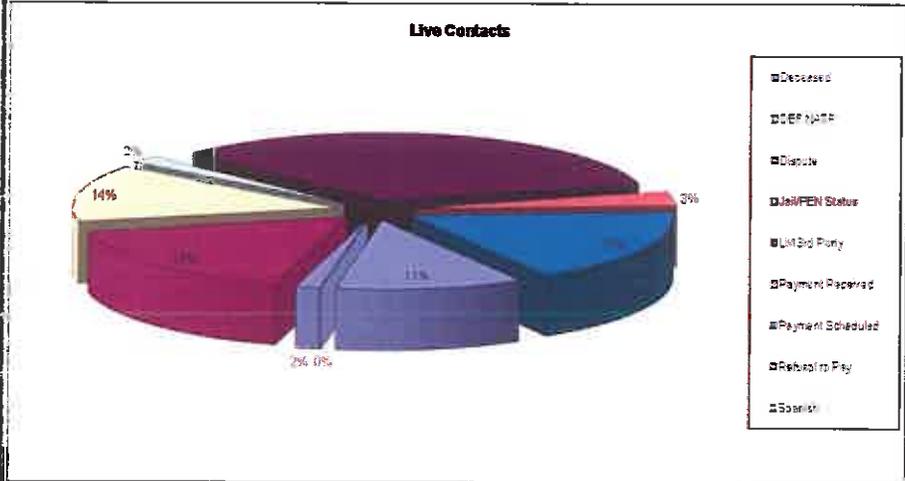
MASTER NUMBER	ACCOUNT ID NUMBER	Name	DATE	RELEASE DATE	MEMO CODE	PAYMENT AMOUNT	ORIGINAL BALANCE	CURRENT BALANCE	PIF PAYMENT
6165011	10596079	John Smith	3/31/2018	11/29/2011	04 - CreditCard	\$354.89	\$550.00	\$190.11	N
6165011	11023445	Hector Gonzalez	3/31/2018	11/29/2011	03 - Check	\$120.90	\$120.90	\$0.00	Y
6157773	10596075	Jose Alvarez	3/31/2018	11/29/2011	04 - CreditCard	\$163.19	\$163.19	\$0.00	N
7811968	25463873	Mary Jones	3/31/2018	11/29/2011	04 - CreditCard	\$1,182.50	\$1,182.50	\$0.00	N

This report will be submitted daily and list all transactions that occurred the previous day.

Dialer Activity Report

Name	Total Dials	Total Live Concs	% of Live Contacts to Calls	Total RPC's	% of RPC's to Contacts	% of PTP's to RPC's
	11,601	271	2%	188	69%	31%
Totals	11,601	271	2%	188	69%	

Total Dials	% Finish Codes to All Dials	Live Contacts	Right Party Contacts
Agent Received a New Call	2 0%	Deceased	4
Answering Machine	264 2%	DEF MATP	47
Bad Number	28 0%	Dispute	37
Busy	147 1%	Jail/PEN Status	5
Deceased	4 0%	LM 3rd Party	21
DEF MATP	47 0%	Payment Received	2
DISCONNECTED Before Analysis	2387 21%	Payment Scheduled	47
Dispute	37 0%	Refusal to Pay	31
Fax	0%	Spanish	-
Jail/PEN Status	5 0%	Totals	188
Line Dead	35 0%		
LM 3rd Party	91 1%		
Machine	0%		
No Answer	181 2%		
No Answer	2152 19%		
Not Reached	84 1%		
Operator	6 0%		
Payment Received	9 0%		
Payment Scheduled	47 0%		
Recording played to Live voice	287 2%		
Recording played to Machine	2042 45%		
Refusal to Pay	31 0%		
Remote Hang Up	0%		
Remote Hang Up in Attendant	217 2%		
Remote Hang Up after Transfer	0%		
Ringing	1 0%		
System Hang Up	0%		
System Hang Up in Attendant	32 0%		
System Hang Up On Fax	68 0%		
System Hang Up On Machine	0%		
System Hang Up after Transfer	0%		
Unallocated	0%		
Unknown ISDN Cause Code	0%		
Unknown Tone	0%		
Vacant Code	127 1%		
Wrong Number	56 0%		
Wrong party	0%		



4.1.6 Litigation

Accounts that have not been collected by the collection agencies may be referred to the Attorney General's Office for litigation. When returning a claim to the referring state spending unit, the collection agency must submit a completed litigation referral form which must contain all information requested.

MSB will refer eligible, uncollected accounts back to the Attorney General's Office for litigation. All accounts referred will have a completed litigation referral form.

4.1.7 HIPAA

Any Collection Agency doing business with any State Agency that is bound by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must sign the attached agreement and return prior to award of bid (see Exhibit D).

MSB has read, understands and is prepared to sign Exhibit D.

Exhibit A – Signed CRFQ Forms

CRFQ Exhibit C – Pricing Page

Instructions to Bidders and General Terms

Specifications

Ethics Disclosure

Exhibit D – WV HIPAA Business Associate Addendum

Purchasing Affidavit

West Virginia 2018 Addendum AQ

CRFQ 0212 SWC190000006

Vendor must complete this schedule, for items being bid. The fee structure submitted to the State of West Virginia is as follows:

Agency	Type of Account	% of Amount Collected*
1. Colleges and Universities	Per Debt	13.00%
2. Worker's Compensation	Default Account	12.00%
3. WV Department of Tax and Revenue	New Accounts	9.00%
4. WV Department of Tax and Revenue	Levy Account - Where our employee is instrumental in the preperation of the levies.	9.00%
5. Division of Environmental Protection	Per Debt	15.00%
6. Other Spending Units	Per Debt	12.00%
7. Rate of Second Placement	Per Debt	20.00%
8. Rate of Second Placement	Colleges	20.00%

* Rates bid shall be all inclusive and shall include all expenses to be incurred in connection with the services performed. (see Specifications 5.2)

Bidder Contact Info

Vendor: Gila LLC d/b/a Municipal Services Bureau (MSB)

Bidder Name (Print): MSB

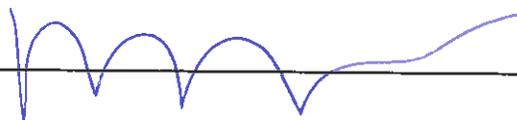
Contact Name (Print): Jordan Freytag

Phone: (512) 323-4301

Fax: (866) 283-6484

E-mail: jordan.freytag@gilacorp.com

Bidder Signatue:



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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 05, 2018 due by 4:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: DEBT19
BUYER: Mark Atkins, File #42
SOLICITATION NO.: CRFQ 0212 SWC1900000006
BID OPENING DATE: 11/15/2018
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, 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, 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: November 15, 2018 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 06/08/2018

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 of 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

REQUEST FOR QUOTATION
CRFQ 0212 SWC1900000006
Debt Collection Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection for all West Virginia State Agencies and political subdivisions.

West Virginia State Code §14-1-18A empowers the Secretary of the Department of Administration to collect, or cause to be collected, debts and claims due to the State of West Virginia and/or its spending units. Any changes made in the law will be communicated to the successful vendor(s) by the Purchasing Division of the Department of Administration and made a part of the contract. All collections must be in accordance with West Virginia State Code Chapter 46A The West Virginia Consumer Credit and Protection Act, and Chapter 46A-2-122-129 (attached as **Exhibit_A**); along with any Federal law that may preempt the West Virginia Consumer Credit and Protection Act.

The current contract (DEBT15) expires 12/31/2018 and will not be renewed. The current contract may be viewed using the following link:

<http://www.state.wv.us/admin/purchase/swc/DEBT.htm>

- 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 debt collection services for New Placements, Primary and Secondary as specified below. Current placements will be permitted to run their course.

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this CRFQ or attached hereto as **Exhibit_C**.

2.3 “CRFQ” means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1900000006.

2.4 “Primary Placement” is an account that has never been placed with another collection company or collection attorney.

2.5 “Second Placement” is an account that another collection company or collection attorney has previously tried to collect and failed.

- 1. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

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1.1. The collection agency must be a full-service agency and have the ability to handle several classifications of accounts including but not limited to educational, medical, and any other account that may be assigned. This is a statewide contract and is available to State agencies, spending units, and political subdivisions.

Twenty-two (22) state spending units have indicated to the Purchasing Division that they anticipate the utilization of collection services. Other State Agencies may elect to use the collection services provided by the successful bidders.

The spending units indicating usage are –

- 1.1.1. Marshall University – Huntington, WV
- 1.1.2. West Virginia State University – Institute, WV
- 1.1.3. Shepherd College – Shepherdstown, WV
- 1.1.4. West Liberty State College – West Liberty, WV
- 1.1.5. Bluefield State College – Bluefield, WV
- 1.1.6. Glenville State College – Glenville, WV
- 1.1.7. Concord College – Athens, WV
- 1.1.8. West Virginia Northern Community College – Wheeling, WV
- 1.1.9. West Virginia Graduate College – Institute, WV
- 1.1.10. Potomac State College – Keyser, WV
- 1.1.11. WV University Institute of Technology – Montgomery, WV
- 1.1.12. WV School of Osteopathic Medicine – Lewisburg, WV
- 1.1.13. West Virginia University – Morgantown, WV
- 1.1.14. Fairmont State College – Fairmont, WV
- 1.1.15. Southern West Virginia Community College – Logan, WV
- 1.1.16. West Virginia Division of Highways – Charleston, WV
- 1.1.17. West Virginia Department of Transportation – Charleston, WV
- 1.1.18. West Virginia Dept. of Health and Human Resources – Charleston, WV
- 1.1.19. West Virginia Dept. of Tax and Revenue – Charleston, WV
- 1.1.20. Barboursville Veterans Home – Barboursville, WV
- 1.1.21. WV Workers’ Compensation – Charleston, WV
- 1.1.22. WV Division of Environmental Protection – Charleston, WV

1.2. **Out-of-State Collection Agencies:** Out-of-state collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award the successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom process may be served. West Virginia Secretary of State may be designated as the resident

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Debt Collection Services

agent for service process pursuant to West Virginia State Code §56-3-33 attached as **Exhibit_B**.

2. MANDATORY REQUIREMENTS:

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

4.1.1 Vendor must attempt to collect debts on behalf of the State of West Virginia and/or its spending units.

4.1.2 The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract. All records must be kept a minimum of six (6) years by the vendor.

4.1.3 In accordance with national direct student loan guidelines, all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

4.1.4 Placements: (Both Primary Placement and Secondary Placement)

4.1.4.1 The vendor(s) must have the ability to handle several account classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts.

4.1.4.2 By West Virginia State law, a spending unit must attempt to collect a claim for three (3) months before a claim can be placed with a collection agency.

4.1.4.3 Upon Placement of an account with a collection agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area. These transmittals will contain the following –

4.1.4.3.1 Type of Account and description of service

4.1.4.3.2 Name of whom the claim is made against

**REQUEST FOR QUOTATION
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- 4.1.4.3.3** Address, including zip code
- 4.1.4.3.4** Balance Due
- 4.1.4.3.5** Date of Service or age of account
- 4.1.4.3.6** Telephone number (Optional if available)
- 4.1.4.3.7** Previous collection reports received on individual accounts when available
- 4.1.4.3.8** Any other information deemed important by the spending unit.

4.1.4.4 The collection agency will have a minimum of 180 calendar days to attempt to collect debts. Upon expiration of 180 calendar days, the collection agency will transfer all uncollected debts back to the originating spending unit. Collection agencies are not required to transfers accounts back to the spending unit on which payments are still being received at the end of the 180 day period or that are in dispute or nearing settlement, however all accounts not paid in full at the end of two (2) years, inclusive of the 180 day period, will be referred back to the originating spending unit unless exempted by the Secretary of Administration. When returning a claim, the collection agency must submit a completed litigation referral form.

4.1.4.5 The vendor will implement collection procedures and attempt to achieve maximum recovery from debtors. These procedures will include:

4.1.4.5.1 Minimum of two (2) monthly telephone calls and one (1) monthly letter.

4.1.4.5.2 Direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

4.1.5 Payments and Reporting

4.1.5.1 The collection agency will forward all payments collected during any month by the 15th day of the following month to the originating spending unit accompanied by the report specified below. The

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Debt Collection Services**

collection effort will continue until an account is paid in full, except as otherwise restricted, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

4.1.5.2 The collection agency must send a completed report to the spending unit on or before the 15th of every month for the preceding month, whether or not any payments were received.

4.1.5.3 The following information must be included in each report by debtor in alphabetical order, by debtors' surname:

4.1.5.3.1 Debtor's name(s) and social security number(s) or other identification number(s) as agreed upon by the spending unit and collection agency.

4.1.5.3.2 Placement date of accounts

4.1.5.3.3 Beginning amount to collect, additional amount authorized for collection, amounts previously collected, amounts collected for current month, total collections to date, and balance owed.

4.1.5.3.4 Amount(s) forwarded to spending unit and balance due to spending unit.

4.1.5.3.5 Fees assessed, amount collected and balance due

4.1.5.3.6 Reason for returned or closed accounts (if applicable)

4.1.5.3.7 Remarks

4.1.5.3.8 Percent of dollar amounts collected to date

4.1.5.3.9 All collection agencies shall have the capacity to add accrued interest to applicable accounts on a monthly basis, this shall be included in the report

4.1.6 Litigation – Accounts that have not been collected by the collection agencies may be referred to the Attorney General's Office for litigation. When returning a claim to the referring state spending unit, the collection agency must submit a completed litigation referral form which must contain all information requested.

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4.1.7 HIPPA - Any Collection Agency doing business with any State Agency that is bound by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must sign the attached agreement and return prior to award of bid (see **Exhibit_D**).

3. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. If it is in the best interest of the State, the contract will be a progressive award. The Contract award may be limited to the four (4) lowest bidders meeting the specifications per line item. Award will be made for low bid percentage to high percentage and usage will be in the same manner, per line item. Under this scenario, it will be possible for a Vendor to be awarded a Contract for only a portion of the line items they bid. If the lowest vendor awarded for a line item cannot provide the needs for the Facility at the requested time, the second lowest vendor awarded for the same line item will be contacted. Each vendor will be allowed 48 hours after notification for service to determine if they will be able to meet our needs. If they cannot meet the need, the vendor must notify the agency immediately in written form (letter or email) that they cannot supply the required service.

5.2 Pricing Page: Vendor must complete the **Exhibit_C** Pricing Page and submit with their bid. Online responses (electronic in wvOasis) is prohibited. The fees stated in the cost proposal must be wholly contingent on collection. Cost proposals must be bid in the form of percentage rates, as a percentage of collections. Price shall be a straight overall percentage. The quoted fees in the bid proposal shall be all inclusive and shall include all expenses to be incurred in connection with the services to be performed.

Vendor should complete the **Exhibit_C** Pricing Page for each commodity line item they wish to provide. Vendor may bid any or all commodity line items to be considered for an award for that line item.

Vendor should type or electronically enter the information into the **Exhibit_C** Pricing Page to prevent errors in the evaluation and must submit with their bid.

4. 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

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contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

5. **PAYMENT:** Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. Compensation will be paid only if the debtor pays all or a portion of the account due. The collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration, or the amount specified by law. Agency shall pay 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. In the event an account currently held by the vendor contacts a debtor and the debtor pays the agency directly (direct pay), the agency will notify the vendor of the direct pay payment and will pay the vendor the agreed upon fee for the account.
6. **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.
7. **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:
 - 7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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8. VENDOR DEFAULT:

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

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

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

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. 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: Andy Chance
Telephone Number: (904) 342-9834
Fax Number: (866) 283-6484
Email Address: Andy.Chance@Gilacorp.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Gila LLC d/b/a Municipal Services Bureau (MSB) Address: 8325 Tuscany Way, Bldg. 4 Austin, TX 78754

Name of Authorized Agent: Jordan Freytag Address:

Contract Number: (512) 323-4301 Contract Description: VP of Business Development

Governmental agency awarding contract:

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

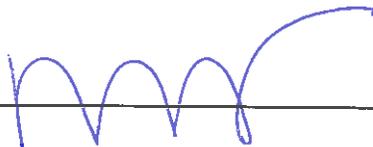
Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 11/15/18

Notary Verification

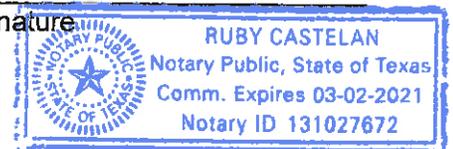
State of Texas, County of Travis

I, Jordan Freytag, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 8 day of November, 2018.

Ruby Castelan
Notary Public's Signature

to be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyvii.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

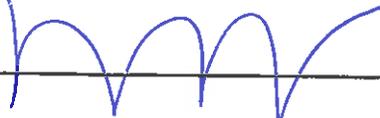
Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: Gila LLC d/b/a Municipal Services Bureau (MSB)

Signature:  _____

Title: VP of Business Development

Date: 11-15-18

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13

Patrick Moroney
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _____

Name of Agency: _____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

All possible Personal Health Information.

- Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Gila LLC d/b/a Municipal Services Bureau (MSB)

Authorized Signature:  Date: 11-15-18

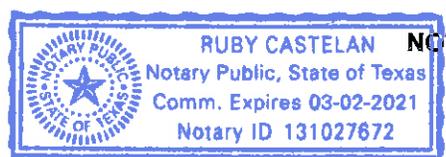
State of Texas

County of Travis, to-wit:

Taken, subscribed, and sworn to before me this 8 day of November, 2018.

My Commission expires 03-02-2021, 2018

AFFIX SEAL HERE



NOTARY PUBLIC 

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC1900000006

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:

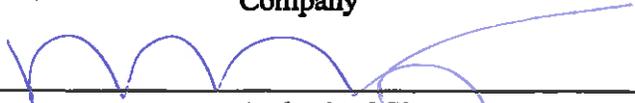
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" 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 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.

Gila LLC d/b/a Municipal Services Bureau
(MSB)

Company


Authorized Signature

11/15/18

Date

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