



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CSE90001

PAGE
1

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

*917113302 304-562-7145

VENDOR

PAINTER & ASSOCIATES LLC
 PO BOX 494

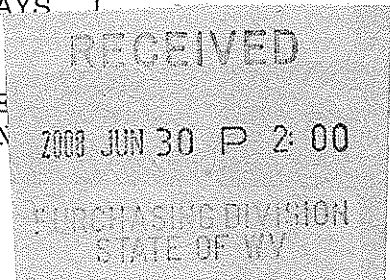
HURRICANE WV 25526

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/02/2008				
BID OPENING DATE: 07/01/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		990-52-01-001		
<p>OPEN-END BLANKET CONTRACT</p> <p>OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED</p> <p>THIS REQUEST FOR QUOTATION IS TO ESTABLISH AN OPEN END CONTRACT FOR PROCESS SERVICE FOR THE BUREAU FOR CHILD SUPPORT ENFORCEMENT (BCSE) FOR THE PURPOSE OF SERVING CHILD SUPPORT PAPERS TO ABSENT PARENTS, CUSTODIAL PARENTS, AND ANY OTHER PARTIES CONCERNED PURSUANT TO THE REQUIREMENTS OF RULE 4 OF THE WEST VIRGINIA RULES OF CIVIL PROCEDURE. EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TITLE	TELEPHONE	DATE
<i>[Signature]</i>	<i>[Signature]</i>	304-562-7145	30 JUN 08
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
45-0486390			

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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HURRICANE WV 25526

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147

350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 07/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-562-7145	305208

TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
D. W. WAGNER	45-0486390	

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VENDOR

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<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/16/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald Painter</i>	TELEPHONE 304-562-7145	DATE 300608
TITLE <i>D. Painter</i>	FEIN 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-562-7145	DATE 30 SE 08
TITLE Owner	FEIN 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-562-7145	DATE 30 June 08
TITLE Owner	FEIN 45-048-6392	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Deanna Painter</i> - Painter & Associates, LLC</p> <p>DATE: <i>30JE08</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Deanna Painter</i>	TELEPHONE 304-562-7145	DATE 30JE08	
TITLE <i>Deanna</i>	FEIN 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Owner</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION (S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----CSE90001-----</p> <p>BID OPENING DATE: -----7/1/2008-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-562-7145	DATE 30J208
TITLE <i>[Signature]</i>	FEIN 45-0481390	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-562-7145----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----Howard Painter----- ***** THIS IS THE END OF RFQ CSE90001 ***** TOTAL: <u>\$181,390.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Howard Painter</i>	TELEPHONE 304-562-7145	DATE 30 DE 08
TITLE D. W. ...	FAX 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE

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**DEPARTMENT OF HEALTH & HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT**

RFQ CSE90001

The mission or purpose of this project is to provide Supplemental Process Service for the West Virginia Bureau for Child Support Enforcement ("Agency") for the purpose of serving child support and/or spousal support papers to absent parents, custodial parents and any other parties pursuant to the requirements of Rule 4 of the West Virginia Rules of Civil Procedure.

The bid quotation shall include all costs of service. Documents will be physically picked up and returned to the local office on a weekly basis by the Vendor. Approval for payments will be issued upon successful service only.

For each legal document which has been successfully served, the Vendor shall provide the respective local office with a "Credible Person Return of Service" complying with the provisions in Rule 4 of the West Virginia Rules of Civil Procedure per the attached form (Credible Person Return of Service). Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and sworn or averred before a Notary Public.

The Credible Person Return of Service document must include the name of the person being served and a description of the person being served. If the document is not served on the person named, it may be served at the individual's dwelling place or usual place of abode to a member of the individual's family who is above the age of sixteen (16) years and information of the purpose of the summons and complaint must be given. The Vendor shall state the name and relationship of person served to the person named on the legal document.

The Credible Person Return of Service shall be forwarded to the respective local office within fifteen (15) calendar days from the date the legal documents are served. Documents not served by the Vendor will be returned with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. All documents shall be returned or served by the Vendor within forty-five (45) days following receipt of the document from the respective local office.

The Vendor will not be an exclusive provider of the commodity and/or service. Multiple vendors may be awarded contracts for a respective Region and/or County. Contracts will be awarded to the three (3) lowest bidders satisfying the requirements and qualifications of this RFQ. The Agency will utilize Vendors based upon the lowest cost and performance of the Vendor.

The Vendor with the lowest cost will provide all services, subject to volume and performance. The lowest-cost vendor will be given a batch or certain number of documents for service of process, designated on the Region/County list below. If the Agency has additional documents for service of process and the lowest-cost vendor has not returned the entire batch of documents, then the Agency will request the next lowest-cost vendor for service of process.

Upon timely return of all documents in the batch to the BCSE office from which the documents were received, the vendor will receive another batch of documents for service of process. If the vendor is making substantial progress and successful service is likely within fourteen (14) days following the expiration of the 45-day period, the vendor may request written

approval of the BCSE office for an additional fourteen (14) days for the service of documents on a particular case. Upon return of an "unsuccessful" service of process, the Agency may request service of process from another vendor.

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

The local office, at its sole discretion, may use the Sheriff in the appropriate county for the service of legal documents. When the Agency's local office determines, in its sole discretion, that service by the Sheriff is not appropriate or available, a Successful Vendor shall provide service of legal documents pursuant to the requirements of Rule 4 of the West Virginia Rules of Civil Procedure. Further, if the Agency receives "unsuccessful" service of process by the Sheriff, the Agency may request service of process by the Vendor.

The legal documents remain the property of the Agency until successful service is obtained and shall be returned to the respective local office upon written request regardless of status. All documents will be served or returned to the respective local office within a forty-five (45)-day period of time. Non-compliance of these requirements can result in non-payment of services and/or a formal vendor complaint being filed with the West Virginia Department of Administration. If non-compliance continues to be a method of service delivery, the contract may be cancelled.

Further, the Agency reserves the right to request liquidated damages in the amount of \$100.00 per occurrence of failure to timely return documents within 15 days of successful service or within 45 days of non-service in the absence of the written consent and agreement of the local office. Said liquidated damages shall compensate the Agency for Vendor's failure to meet contract specifications. Payment of liquidated damages by the Vendor does not preclude the Agency from termination of the contract for Vendor's failure to perform within the specifications of the contract.

The Vendor shall submit detailed invoices for services provided. A description of the document being served must be included by the Vendor on the invoice. Invoices should be received in the local Agency office at least once per month. State law forbids said invoices to be paid in advance of services supplied.

The Vendor shall be responsible for establishing and maintaining sufficient and adequate space, equipment, facilities and the necessary supplies required to maintain a safe and acceptable standard of performance. The Vendor's operational standards shall include, but are not limited to: 1) maintaining a competent staff adequate for performing the required service of legal documents; 2) maintaining comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required; and 3) developing and maintaining a schedule detailing all policies and procedures used in the Process Service Operation. This schedule must be reviewed and updated at least annually by the Vendor.

Any and all anticipated costs for travel shall be included in the Vendor's fee. The Vendor and its employees will be responsible for all costs, including but not limited to the transportation, travel, and parking expenses incurred.

If a Vendor does not offer services to all counties within a region per the listing below, then the Vendor must identify the counties in which service is provided, as well as regions. The Vendor

may receive requests for service of process from any office of the Agency; however, if the Vendor has not been awarded the bid for that geographical area, he/she may not serve that process and should notify the requesting Agency office in order for the requestor to contact the proper process service company or entity.

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Region 4 is operated by a private contractor; no bids are being sought for that region. Bids will be accepted by region or county. The Agency reserves the right to issue multiple contracts.

Regions, Estimated Annual Quantities, and Batch Quantities are as follows:

<u>REGION</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>	<u>BATCH QTY</u>
1	Brooke	Covered by Hancock	68	5
	Hancock	Weirton	135	5
	Marshall	Moundsville	134	5
	Ohio	Wheeling	600	15
	Pleasants	St. Marys	35	5
	Ritchie	Harrisville	48	5
	Tyler	Covered by Wetzel	23	5
	Wetzel	New Martinsville	47	5
	Wirt	Elizabeth	21	5
	Wood	Parkersburg	538	15
2	Braxton	Wood	60	5
	Calhoun	Grantsville	61	5
	Gilmer	Glenville	5	1
	Jackson	Ripley	146	5
	Lewis	Weston	52	5
	Mason	Point Pleasant	202	10
	Nicholas	Summersville	60	5
	Roane	Spencer	66	5
	Upshur	Buckhannon	36	5
	Webster	Webster Springs	60	5
3	Cabell	Huntington	385	15
	Putnam	Hurricane	100	5
	Wayne	Wayne	250	10
4	Kanawha & Clay -	Privatized – No Bids Accepted		
5	Boone	Foster	29	5
	Lincoln	Hamlin	25	5
	Logan	Logan	305	10
	McDowell	Welch	188	5
	Mingo	Williamson	10	1
	Wyoming	Pineville	45	5
6	Grant	Petersburg	13	1
	Greenbrier	Lewisburg	215	10
	Hampshire	Romney	12	5
	Hardy	Moorefield	21	5
	Mineral	Keyser	10	5

<u>REGION</u>	<u>COUNTY</u>	<u>LOCAL OFFICE</u>	<u>ANNUAL QTY</u>	<u>BATCH QTY</u>
6 (cont'd)	Monroe	Union	70	5
	Pendleton	Franklin	4	1
	Pocahontas	Marlinton	65	5
	Randolph	Elkins	31	5
	Tucker	Parsons	12	5
7	Fayette	Fayetteville	90	5
	Mercer	Princeton	534	15
	Raleigh	Beckley	497	15
	Summers	Hinton	91	5
8	Berkeley	Martinsburg	207	10
	Jefferson	Charles Town	132	5
	Morgan	Berkeley Springs	106	5
9	Barbour	Phillippi	30	5
	Doddridge	West Union	38	5
	Harrison	Clarksburg	475	15
	Marion	Fairmont	210	10
	Monongalia	Morgantown	175	5
	Preston	Kingwood	60	5
	Taylor	Grafton	70	5

Reporting:

For each legal document which has been successfully served, the Vendor shall provide the respective local office with a "Credible Person Return of Service" complying with the provisions in Rule 4 of the West Virginia Rules of Civil Procedure per the attached Credible Person Return of Service form. Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and acknowledged before a Notary Public.

The "Credible Person Return of Service" document must include the name of the person being served and a description of the person being served. If the document is not served on the person named, it may be served at the individual's dwelling place or usual place of abode to a member of the individual's family who is above the age of sixteen (16) years and information of the purpose of the summons and complaint must be given. The Vendor shall state the name and relationship of person served to the person named on the legal document.

The Credible Person Return of Service shall be forwarded to the respective local office within fifteen (15) calendar days from the date the legal documents are actually served. The documents not served by the Vendor shall be forwarded to the respective local office within fifteen (15) calendar days following the tenth failed attempt. Documents not served by the Vendor will be returned with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. All documents shall be returned or served by the Vendor within forty-five (45) days following receipt of the document from the respective local office.

Personnel:

A qualified individual shall be available to act as a witness in the event testimony is deemed necessary as a result of the Process Service. There shall be no additional cost to the State of West Virginia, Department of Health and Human Resources, or the Bureau for Child Support Enforcement.

Purchasing Affidavit:

West Virginia Code §5A-3-10a(3)(d) requires that all Vendors submit a Purchasing Affidavit regarding any debt owed to the State of West Virginia. The Purchasing Affidavit must be signed and submitted prior to award. It is preferred that the Purchasing Affidavit be submitted with the bid quotation.

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

CSE90001 COST SHEET

COUNTY	*UNIT COST	**ESTIMATED YEARLY QUANTITIES	***TOTAL COST
Region 1 (ONE)	\$110.00	1,649	\$181,390.

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

**Estimated Yearly Quantities – See Pages 11 and 12 of the RFQ for each respective County.

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

Howard H. Painter SIGNATURE OF AUTHORIZED AGENT

Howard H. Painter, Owner PRINTED NAME AND TITLE

P.O. Box 494, Hurricane, WV 25526 BUSINESS ADDRESS

(304) 562-7145 BUSINESS PHONE

IN THE FAMILY COURT OF _____ COUNTY, WEST VIRGINIA

WEST VIRGINIA BUREAU FOR CHILD SUPPORT ENFORCEMENT,
Petitioner,

Civil Action #: _____

Plaintiff/Petitioner,

Defendant/Respondent.

AFFIDAVIT OF PROCESS SERVER

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

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

Description: age ___ sex ___ race ___ height ___ weight ___ hair ___ beard ___ glasses ___

Manner of service:

- Personal:** By personally delivering document to the person being served.
- Substituted at residence:** By leaving at the home of the person being served with a member of the household over the age of 16 years AND explaining the general nature of the papers.
- Substituted at business:** By leaving at the office of the person being served with a person apparently in charge thereof. ******Posting is not acceptable service.**

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

- unknown at address moved, no forwarding address address doesn't exist
- service cancelled by BCSE unable to timely serve other _____

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

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

PROCESS SERVER

STATE OF WEST VIRGINIA, COUNTY OF _____, to-wit:

Taken, subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____.

Notary Public

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Painters & Associates, LLC

Authorized Signature: [Signature]

Date: 30 Oct 08



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CSE90001

PAGE
1

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

*917113302 304-562-7145
 PAINTER & ASSOCIATES LLC
 PO BOX 494

HURRICANE WV 25526

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2008				

BID OPENING DATE: 07/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. TO ADD ADDITIONAL INFORMATION, AND TO RESPOND TO VENDOR QUESTIONS PER THE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: CSE90001 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO./S: NO. 1 <i>Painter</i> NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Edward Painter</i>	TELEPHONE 304-562-7145	DATE 6/30/08	
TITLE <i>Owner</i>	FEIN 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 CSE90001

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 804-558-0067

*917113302 304-562-7145

PAINTER & ASSOCIATES LLC
 PO BOX 494



HURRICANE WV 25526

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

ROBERTA WAGNER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/18/2008				
BID OPENING DATE: 07/01/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE  COMPANY 30 June 2008 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-562-7145	DATE 30 JUNE 08
TITLE Owner	FEIN 45-0486390	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
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7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
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10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
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13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 CSE90001

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

*917113302 304-562-7145
 PAINTER & ASSOCIATES LLC
 PO BOX 494

VENDOR

HURRICANE WV 25526

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2008				

BID OPENING DATE: 07/01/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		990-52-01-001		
OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED						
***** THIS IS THE END OF RFQ CSE90001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Diana Painter</i>	TELEPHONE 304-562-7145	DATE 30 June 08
TITLE Diana	FEIN 25-0486390	ADDRESS CHANGES TO BE NOTED ABOVE

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

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SIGNED BID TO:

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

RFQ# CSE90001

RESPONSE TO VENDOR QUESTIONS, AS FOLLOWS:

1. Question: Will Vendors be paid for unserved summonses?
Response: No, there will be no payment for unsuccessful service.

2. Question: Are vendors going to only be paid for those summonses that are served?
Response: That is correct. Vendors will be paid for successful service only.

TO ADD THE FOLLOWING INFORMATION:

NOTE 1: Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

NOTE 2: The estimates listed on this RFQ are for total documents to be served, not necessarily those served by private vendor.