



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
CSE11066

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SMITH, COCHRAN & HICKS, P.L.L.C.
405 CAPITOL STREET, SUITE 908
CHARLESTON, WV 25301

BUYER

HEALTH AND HUMAN RESOURCES
CHILD ADVOCATE OFFICE
CAPITOL COMPLEX
BUILDING 6
CHARLESTON, WV
25305 **304-746-2383**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/10/2011				

BID OPENING DATE: **02/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	YR	961-20			
<p>OPEN-END BLANKET CONTRACT</p> <p>CONTRACT FOR NEW HIRE PROGRAM SERVICES</p> <p>VENDOR TO PROVIDE SERVICES TO ASSIST IN THE LOCATION OF INDIVIDUALS WHO HAVE A DUTY TO SUPPORT THEIR CHILDREN THROUGH THE REPORTING OF NEWLY HIRED OR REHIRED EMPLOYEES OR THOSE RETURNING TO WORK.</p> <p>VENDOR IS TO PROVIDE DATA ENTRY, EMPLOYER OUTREACH, COMPLIANCE MONITORING, AND REPORTING SERVICES AS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MAY 1, 2011 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</p>						

RECEIVED
 2011 FEB 22 AM 11:44
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **(304) 345-1151** DATE: **2/10/2011**

TITLE: **Managing Member** FEIN: **55-0697264** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 405 CAPITOL STREET, SUITE 908
 CHARLESTON, WV 25301

HEALTH AND HUMAN RESOURCES
 CHILD ADVOCATE OFFICE
 CAPITOL COMPLEX
 BUILDING 6
 CHARLESTON, WV
 25305 304-746-2383

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/10/2011				

BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 345-1151	DATE 2/10/2011
TITLE Managing Member	FEIN 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roberta Wagner</i>	TELEPHONE (304) 345-1151	DATE 2/10/2011
TITLE Managing Member	FEIN 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE I AM THE VENDOR



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BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>[Signature]</i>	TELEPHONE: (304) 345-1151	DATE: 2/10/2011
TITLE: Managing Member	FEIN: 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

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**SMITH, COCHRAN & HICKS, P.L.L.C.
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BID OPENING DATE: **02/10/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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:-----FILE 22/RW-----</p> <p>RFQ. NO.:-----CSE11066-----</p> <p>BID OPENING DATE:----- 02/10/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (304) 346-6731 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Patrick C. Smith -----</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 345-1151	DATE 2/10/2011
TITLE Managing Member	FEIN 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

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**HEALTH AND HUMAN RESOURCES
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BID OPENING DATE: **02/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ CSE11066 ***** TOTAL:						<u>\$162,481.67</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **(304)345-1151** DATE **2/10/2011**
 TITLE **Managing Member** FEIN **55-0697264** ADDRESS CHANGES TO BE NOTED ABOVE

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SHIP TO
 HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/08/2011				

BID OPENING DATE: 02/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 2/10/2011 TO 2/22/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: CSE11066						
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 ✓						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

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SIGNATURE 	TELEPHONE 304)345-1151	DATE 2/10/2011
TITLE Managing Member	FEIN 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
CONTRACT FOR NEW HIRE PROGRAM SERVICES						
***** THIS IS THE END OF RFQ CSE11066 ***** TOTAL:						<u>\$62,481.67</u>

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SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 345-1151	DATE 2/10/2011
TITLE Managing member	FEIN 55-0697264	ADDRESS CHANGES TO BE NOTED ABOVE

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02/14/2011				

BID OPENING DATE: **02/22/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE 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.: CSE11066						
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						
NO. 2 <input checked="" type="checkbox"/>						
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.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						

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<p>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>..... SIGNATURE <i>Smith, Cochran & Hicks, P.L.L.C.</i> COMPANY 2/14/2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 2</p>						

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 CHARLESTON, WV
 25305 304-746-2383

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/14/2011				

BID OPENING DATE: **02/22/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
CONTRACT FOR NEW HIRE PROGRAM SERVICES						
***** THIS IS THE END OF RFQ CSE11066 ***** TOTAL:						<u>\$62,481.67</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304)345-1151	DATE 2/14/2011
TITLE Managing Member	FEIN 55-0697244	ADDRESS CHANGES TO BE NOTED ABOVE

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

Proposal to Provide
New Hire Reporting Program
to the
**West Virginia Department of Health &
Human Resources
Bureau for Child Support Enforcement**

February 10, 2011

RFQ# CSE11066



Smith, Cochran, and Hicks, P.L.L.C.
405 Capitol Street, Suite 908
Charleston, WV 25301
(304) 345-1151

Submitted by: 

Mr. Patrick Smith, Managing Member

Inquiries concerning this proposal may be directed to Mr. Smith

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VENDOR CONTACT INFORMATION

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SECTION I: FIRM OVERVIEW

Smith, Cochran & Hicks, P.L.L.C. (SCH) is a Certified Public Accounting firm headquartered in Charleston, West Virginia. SCH is managed by four members and employs a staff of over 50 professionals. The firm was established in 1979 and has continued to grow through the years. It is one of the most diverse public accounting firms in West Virginia.

SCH has always devoted a large portion of its practice to serving governmental entities. Through the years, governmental bodies have achieved a broad range of objectives with SCH quality guidance and consultative services. Our familiarity with state governmental guidelines and regulations enable us to deliver effective, cost-efficient, professional services.

In addition to serving governmental agencies, our firm provides a wide range of services to not-for-profit and private sector clients. SCH successfully developed and directed a full-service, in-house, Premium Audit Division. Since July 2006, we have performed approximately 140,000 workers' compensation premium audits. Our most recent endeavor was the formation of Smith-Little, L.L.C., a regulatory insurance consulting firm. Smith-Little consists of professionals who possess a unique combination of insurance, statutory accounting, and information technology experience enabling us to provide regulators with an all-inclusive resource for their professional service needs.

SCH also provides a wide variety of services to non-governmental clients including the health care, manufacturing, retail, and service industries. We provide a wide range of services to these clients such as income tax preparation, compilations, reviews, agreed-upon procedures and other attest engagements, cost allocation and management plans, internal control assessments and implementation, business plans and financing packages, debt coverage certifications, assistance in budgeting and planning, and other consulting and management advisory services.

SCH has set itself apart from other accounting firms in West Virginia with its wholly-owned affiliate, Technology Solutions, Inc., a certified Microsoft technology partner. Established in 1994, Technology Solutions has designed, installed, and supported business networks and accounting systems for a diverse base of businesses and state agencies. Technology Solutions is a multi-service systems integration and consulting firm that provides system design, implementation, maintenance, and education. Together SCH and Technology Solutions provide our clients information technology capabilities delivered through a coordinated team of accounting and technology professionals. This combined effort truly provides seamless solutions to our clients' challenges and needs.

SCH is unique in that we have experience in implementing and utilizing a Data Collection Portal, RxData Track, which was developed exclusively by Technology Solutions. This system is used to monitor and record confidential information pertaining to the State Prescription Monitoring Program (PMP). RxData Track facilitates the

collection of prescription data from multiple sources and provides the PMP administrator with monitoring and reporting capabilities while ensuring conformance with the state's prescription data submission standards. This system provides a secure means to upload files, validate data, and notify the appropriate parties of any errors. The Data Collection Portal is a web-based application allowing pharmacies and other dispensers a means to report Schedule II, III, IV, and V controlled substance prescription data. The data is collected via secure Internet connection, File Transfer Protocol (FTP), and through the use of a Virtual Private Network (VPN). Each report uploaded into our system is immediately logged and recorded into the database. From this point SCH has the capability to generate a variety of reports as requested by the State. The successful implementation of this program has proven that SCH has the knowledge and experience necessary to carry out similar applications in order to fulfill the needs of our clients.

SECTION II: QUOTATION DETAILS

RESPONSIBILITIES

The aim of SCH is to assist the West Virginia Department of Health and Human Resources Bureau for Child Support Enforcement (Agency) in fulfilling its responsibilities of the daily operation of the Agency's New Hire Reporting Program. SCH will make available all required customer and technical services to the Agency and West Virginia employers by providing data entry, employer outreach and compliance monitoring, and reporting services. SCH will:

- Develop and distribute employer outreach materials.
- Implement and monitor an employer compliance program.
- Communicate new hire reporting requirements to employers.
- Provide technical assistance to employers as it relates to the New Hire Program.
- Create and maintain an employer website.

SCH possesses the expertise in data management solutions, image transmission, magnetic and electronic data transmission, facsimile transmission, interactive voice response systems, and quality control to allow for seamless management of the Agency's New Hire Reporting Program. We are fully equipped and have space readily available to carry out the required operations as prescribed by the Agency. In accordance with the Agency's standards for carrying out the New Hire Reporting Program SCH agrees to:

- Maintain a staff of at least two (2) full-time employees engaged exclusively in daily operations of the New Hire Reporting Program. In addition, we have adequate staff available within our organization which we are able assign to this project for incremental periods of time should the need arise during periods of unexpected and/or heavy volume.
- Ensure performance of equipment and staff by employing an experienced administrator to review all reports and operational functions for potential errors.
- Compile a detailed status report of work submitted to the Agency through the use of a customized database to ensure quality control.
- Develop a procedures manual detailing operational polices and processes that will be evaluated monthly to ensure our staff is properly carrying out the duties as specified by the agency.

NEW HIRE DATA ELEMENTS

As required by West Virginia Code §48-18-125, SCH is prepared to record, organize, and track the required and optional data elements pertaining to newly hired and rehired employees. Our database will be designed to accommodate the following information:

1. Employee's full name

2. Employee's physical and mailing addresses
3. Employee's social security number
4. Employer's name and complete address
5. Employer's payroll address (if different)
6. Employer's Federal Employer Identification Number (FEIN)
7. Employee's date of birth
8. Employee's income
9. Employee's date of hire
10. Employee's state of hire

SCH ensures the accuracy of the reported elements and will allow only the transmission of complete reports to the Agency.

INCOMPLETE REPORTS

SCH ensures that only complete records will be transmitted to the Agency once they have been processed by our staff. If reports are received from employers with mandatory information absent, SCH will contact the reporting entity within two (2) business days of the receipt of the incomplete record and obtain the required data.

REPORT PROCESSING

SCH intends to provide the data collection, data entry, employer compliance monitoring, report compilation, employer assistance, and any requests specified by the Agency from our main office located at 405 Capitol Street in Charleston, West Virginia. In the initial stages of the administration we will construct and test our database, train our data collection staff, and set up all equipment in preparation for the New Hire Reporting Program. Based on the anticipated volume of reports to be received, we will develop an efficient method of receiving and processing reports submitted by employers. Data will be processed and completed within two (2) business days from the date of receipt. Should an incidence of backlog in data entry occur, SCH will notify the Agency immediately, review and amend our procedures manual, and implement a corrective action plan. SCH is in a unique position in that it has sufficient resources readily available from which additional assistance can be utilized should an occurrence of backlog appear to be forthcoming.

REPORT FORMATS

SCH has the capability to receive the new hire information in a variety of formats allowing for ease of reporting by the employer or other reporting entity. SCH is equipped to provide employers with the option of reporting new hires in the following formats:

1. Paper Reports
 - a. W-4 forms by way of mail that shall be date-stamped upon receipt
 - b. Facsimiles through the use of one of our vacant toll-free fax lines

2. Electronic reporting including, but not limited to, compact disks, electronic file transfers, diskettes, and cartridge tapes.
3. Interactive Voice Response (IVR) reporting available 24 hours per day, seven days per week with the option to speak to one of our staff members during regular business hours.
4. Internet reporting via a safe and secure employer website developed and maintained by SCH.

The reports acquired by SCH will be quantified and recorded on a daily basis to make certain none are overlooked. Each new hire report will be input in the order in which it is received to ensure accurate reporting and organization.

QUALITY ASSURANCE

With the assistance of the database experts of Technology Solutions, SCH will develop a database that will accommodate the required and optional data elements as specified by the West Virginia Code §48-18-125. We will design, construct, and maintain our database in-house, thus allowing us to modify our database quickly and efficiently. Our customized database design and reporting capabilities will maintain a high level of quality control at each stage of the process. Throughout this design, we will be mindful of the requirements of the Agency and the experience of the employer. Our design will employ automated checks and balances to minimize entry error and quickly identify incomplete and inaccurate reports.

DATA TRANSMISSION

We will compile the new hire data and transmit that information to the Agency's mainframe on a daily basis via File Transfer Protocol (FTP) or other agreed upon electronic transmission. SCH agrees to submit the new hire reports within two (2) days of receipt and will do so at a time as specified by the Agency.

EMPLOYER OUTREACH AND COMPLIANCE

SCH, in cooperation with the Agency, will provide outreach to employers regarding their responsibilities in the New Hire Reporting Process. At the expense of SCH, and with the approval of the Agency, we will compile informative data explaining the necessity of employer compliance, the methods by which employers can report the new hire data, and how employers may obtain information relevant to child support and the laws governing such. Upon directive from the Agency:

1. SCH will seamlessly transition the new hire reporting responsibilities from the current Vendor. We will consult with the current Vendor and become familiar with their processes and procedures to ensure a timely and efficient shift of operations. Once familiar with the current processes SCH will develop a plan, contingent on Agency approval, that will allow for the transfer of data from the

current Vendor to the database developed by SCH no later than ninety (90) days prior to assumption of the Program.

2. SCH will compile and continually update information relating to the New Hire Reporting Program, income withholding, medical support, information regarding state statutes, and alterations in policies or procedures. This information will be made available to all employers, payroll associations, and other reporting entities. SCH will notify the aforementioned parties of their responsibilities and disseminate relevant data by way of information packets, brochures, e-mails, and through our website.
3. SCH will implement a process to identify and track employers who are not in compliance with the new hire reporting process. If a newly hired or rehired employee is not reported to SCH within fourteen (14) days of employment, SCH will notify the employer by letter. This letter will request that the employer provide information within five (5) days. If no response is received, SCH will send a certified letter to the employer requesting immediate action. The employer will be given five (5) days to comply with the New Hire Reporting Program. If the request is not fulfilled, SCH will notify the Agency immediately.
4. SCH will design an Internet site and web application that will provide employers and other reporting entities with information pertaining to child support and the New Hire Reporting Program. The site will feature a welcome and login page for user access. The welcome page will provide general information regarding the program and contact information, such as toll-free phone numbers, fax numbers, and the mailing address for SCH. A menu bar will be visible and will provide employers with information regarding updates of state and federal statutes, policy amendments, and procedural changes. This site will also provide links for accessing information on medical reimbursement and support, income withholding, child support services, the site for the Bureau for Child Support Enforcement, information pertaining to active military duty, and any other information as directed by the Agency to be deemed as having a significant impact on employers. The login page will provide a secure connection for employers to register and report all information concerning new hires. This secure site will be designed to allow for an automated filtering of all new hire reports into our database.
5. SCH will dedicate a toll-free number to the New Hire Reporting program. This number will be staffed between the hours of 8:30AM through 5PM (EST), Monday through Friday. Our system will support multiple incoming calls to minimize wait time. During the wait time, we can share an updated recorded message with information from the Agency. During off-hours, our system will prompt the caller to record a message; a representative will return a call on the following business day.

SECURITY AND RETENTION OF RECORDS

Our database will be maintained on secure servers physically separate from those used in our accounting practice. It will include a monitoring feature allowing our staff to log the date and time of each phone, facsimile, and electronic correspondence. We will

backup our data on a daily basis and maintain a detailed record of reports received from employers. We will also retain copies of all correspondence sent to and received from the reporting entities. All records will be maintained for a minimum of ninety (90) days.

The location of our call center and administration office for this project will also be separate from our firm's accounting practice, limiting access to sensitive information and providing a high degree of confidentiality. The records and reports received will be securely stored at our facility until directed by the Agency to purge and destroy the information.

We invite the Agency to inspect our records and call center facilities at their discretion to ensure the New Hire Reporting Program meets the standards of the Agency.

STATISTICAL REPORTS

In addition to the electronic file transmission SCH will create detailed reports describing the number of new hire report records transferred. Our customized database will provide statistical information regarding the number of reports received, reports recorded, and the media by which it was submitted to SCH per day, week, month, year-to-date, and year. We will organize our reports to identify multi-state employers/employees and will sort the data accordingly as requested by the Agency. The database SCH develops will allow us to accurately record and to report the number of compliant and non-compliant employers in the state. From this information SCH will be able to automatically generate letters to employers requesting compliance with the New Hire Reporting Program.

Each Friday at or before noon, we will distribute our weekly report to the Agency that indicates the significant information that was the focus of the week's activities, such as:

- Number of inquiries regarding new hires on the Internet/e-mail/phone/facsimile
- Number of reports received and the status of each, in total and individually
- Number of reports processed and submitted for review, in total and individually
- Number of employers in compliance with the Agency's New Hire Program
- Number non-compliant employers identified

TRANSITION PERIOD

Upon notification of selection, SCH will immediately begin the necessary transition activities. SCH will assemble a management team to administer the program and oversee all staff and operations involved in the New Hire Reporting Program. This team will prepare an action plan for the Agency. This plan will include:

- Names, biographical sketches, and resumes of the management team.
- Transition activities and milestones for this period.
- Initial staffing plans and process for adjustments.
- A timeline for completion and deliverables.

- A detailed disaster recovery/business contingency plan.
- A checklist for review and acceptance by the Agency of the policies and procedures developed by SCH.

APPENDIX A – COST QUOTATION

NEW HIRE REPORTING PROGRAM (CSE11066)

COST QUOTATION

Transitional Cost	(Fixed Fee)	\$ 47,500.00
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**Current Avg.*

Rate per New Hire Record or Resubmittal	\$.99	X	15133	=	\$ 14,981.67
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Grand Total: \$ 62,481.67

**Current Averages: These numbers are for comparison purposes ONLY.
Actual workload may vary.*

Award will be based upon the lowest total of Transitional Cost plus Monthly Average Estimated Cost, where Transitional Cost is any flat fee to be charged during the first two months of the contract for set-up or change of operations and Monthly Average Estimated Cost is the vendor's proposed rate per record times the estimated monthly average of 15133.

APPENDIX B – PURCHASING AFFIDAVIT

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.

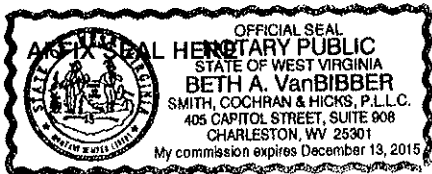
DEFINITIONS:

"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.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Smith Cochran & Hicks PLLCAuthorized Signature: [Signature] Date: 2/10/2011State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 10th day of February, 2011.My Commission expires 12/13, 2015.NOTARY PUBLIC [Signature]

APPENDIX C – AGREEMENT

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

X 

Signature

2/10/2011

Date

Managing Member

Title

Smith Cochran + Hicks PLLC

Company Name

X

Signature

Date

Title

Agency/Division

APPENDIX D – VENDOR PREFERENCE CERTIFICATE

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Smith Cochran + Hicks PLLC Signed: [Signature]
Date: 2/10/2011 Title: Managing Member

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

APPENDIX D – CERTIFICATION OF ELIGIBILITY



Smith, Cochran & Hicks, P.L.L.C.
Certified Public Accountants

Oak Hill

Charleston

Montgomery

405 Capitol Street • Suite 908 • Charleston, WV 25301 • 304-345-1151 • Fax 304-346-6731

CERTIFICATION OF ELIGIBILITY

SCH certifies that there are no exclusions, debarments, or suspensions that would prohibit participation in federal health care programs or in federal procurement or non-procurement programs. SCH further certifies that no entities, agencies, or persons affiliated with SCH are excluded, debarred, suspended, or otherwise ineligible from participating in the aforementioned federal programs.

Upon award and prior to the assumption of the New Hire Reporting Program SCH will provide the Agency with the **West Virginia Department of Health and Human Resources Federal Program Participation Acknowledgement, Authorization, Consent, and Release** form for all persons directly involved with the operations of the New Hire Reporting Program and any employees of SCH as requested by the Agency. SCH agrees that any and all persons directly engaged in the New Hire Reporting Program shall consent to a background check by the West Virginia Department of Health and Human Resources. Moreover, SCH agrees to the periodic conduction of additional background checks during the course of employment by the West Virginia Department of health and Human Resources.

SCH releases any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with the **West Virginia Department of Health & Human Resources Federal Program Participation Acknowledgement, Authorization, Consent, and Release** form.

X A handwritten signature in black ink, appearing to read "Patrick C. Smith", is written over a horizontal line. To the left of the signature is a large, bold "X" mark.

Patrick C. Smith
Managing Member

2/10/2011

Date