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## Header 1

[List View](#)

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 573043

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID: 000000187794

SO Doc ID: CSE2000000001

Legal Name: MAXIMUS HUMAN SERVICES INC

Published Date: 8/29/19

Alias/DBA:

Close Date: 9/10/19

Total Bid: \$106,044.63

Close Time: 13:30

Response Date: 09/06/2019

Status: Closed

Response Time: 17:44

Solicitation Description: Addendum #2 - Open-End Contract for New Hire Services

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
 Solicitation Response

Proc Folder : 573043  
 Solicitation Description : Addendum #2 - Open-End Contract for New Hire Services  
 Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-09-10 13:30:00	SR 0511 ESR08261900000001206	1

VENDOR
000000187794 MAXIMUS HUMAN SERVICES INC

Solicitation Number: CRFQ 0511 CSE2000000001

Total Bid : \$106,044.63      Response Date: 2019-09-06      Response Time: 17:44:07

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 April E Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Transitional Cost	1.00000	EA	\$0.109970	\$0.11

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description : Transitional Cost (fixed fee) from current Vendor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Rate per each record Year 1	241076.00000	EA	\$0.109970	\$26,511.13

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description : Rate per each New Hire record or resubmit - initial year

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Rate per each record Optional Renewal Year 1	241076.00000	EA	\$0.109970	\$26,511.13

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description : Rate per each New Hire record or resubmit - Optional year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Rate per each record Optional Renewal Year 2	241076.00000	EA	\$0.109970	\$26,511.13

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description : Rate per each New Hire record or resubmit - optional year 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Rate per each record Optional Renewal Year 3	241076.00000	EA	\$0.109970	\$26,511.13

Comm Code	Manufacturer	Specification	Model #
80101604			

<b>Extended Description :</b>	Rate per each New Hire record or resubmit - optional year 3
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Proposal to Provide

# West Virginia New Hire Services



## TECHNICAL

Prepared for  
**West Virginia Purchasing  
Division on behalf of Bureau for  
Child Support Enforcement**

Solicitation No.  
CRFQ os11 CSE200000001

September 6, 2019

**MAXIMUS**<sup>®</sup>

September 6, 2019

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

RE: RFQ Number 0511 CSE2000000001 for New Hire Program Services

Dear Ms. Battle:

As the West Virginia Bureau of Child Support Enforcement's trusted New Hire Reporting partner for 19 years, MAXIMUS is pleased to provide its response to RFQ 0511 CSE2000000001. We are confident that a maintained relationship with us as your new hire vendor for the next contract term will help ensure that you continue meet your new hire program goals.

Our work together during the current contract term has helped improve the lives of West Virginia's children and families. We have increased the number of new hire reports processed each month and the electronic reporting rate. Both of these measures are key to increased child support collections for West Virginia families.

	2015	2016	2017	2018
<b>Total Records Processed</b>	243,127	225,693	236,175	246,203
<b>Electronic Reporting Rate</b>	82.40%	84.90%	86.40%	86.30%

For more than 20 years MAXIMUS has honed its skills in the New Hire Reporting arena. We currently process over 33 million New Hire records per year and work with over 45 percent of America's employers. In addition to our vast experience, West Virginia will benefit from our custom-calibrated solution and signature approach to employer outreach.



Our comprehensive and newly revamped employer Portal offers all the tools employers need to report new hires online, contact us for immediate assistance, and access useful information about their trio of child support obligations—new hire reporting and national medical support and income withholding compliance. Our Portal also includes the mobile app functionality required in this RFP. We are the only vendor with a New Hire Reporting mobile app currently in use, and the only vendor that can offer you an enhanced solution based on years of analysis of employer's use of mobile technology.



MAXIMUS takes a human and holistic approach to employer outreach. Our signature *360 Employer Engagement* strategy engages employers as child support advocates that partner with the State's child support system to improve the lives of West Virginia citizens. We work with and support employers through the entire new hire reporting and child support compliance processes. Through outreach and personalized customer service, we help employers understand their responsibilities, become and remain compliant, and submit reports that are accurate and consistent. Our ultimate goal is to create a collaborative environment where employers want to help, and act accordingly.

We agree to provide all services included in this RFQ in accordance with the Pricing Page submitted with this letter.

If you have any questions, or need further clarification, please contact Maurice Franklin, Vice President, by email at [MauriceFranklin@maximus.com](mailto:MauriceFranklin@maximus.com) or by phone at (312) 665-9826.

Sincerely,

A handwritten signature in blue ink that reads "L. Fujioka".

Lauren K. Fujioka  
Senior Director – Contracts

# 1. Purpose and Scope

RFP Section 1, Page 22

The West Virginia Purchasing Division is soliciting bids on behalf of Bureau for Child Support Enforcement to establish a contract to provide data entry, employer outreach and compliance monitoring, and reporting services of newly hired or rehired employees, those employees returning to work from extended leave, and independent contractors of the employer.

The Agency is mandated to establish and maintain a New Hire Program by West Virginia Code §48-18-125 in order to comply with the provisions of the Personal Responsibility Work Opportunity and Reconciliation Act of 1996. The purpose of the Program is to assist in the location of individuals who have a duty to support their children through the reporting of newly hired or rehired employees, those employees returning to work from extended leave, and independent contractors of the employer. This information enables the Agency to establish paternity and support orders and to withhold court-ordered support from the individual's income. This information is shared with the State's Bureau of Employment Programs, the Title IV-A Agency, and other State benefit programs to assist in verifying eligibility for these programs.

From January 1, 2017 through December 31, 2017, the agencies transmitted approximately 241,076 New Hire Reports to the National Directory of New Hires which contains the new hire information for all states and U.S. territories. Currently, eighty-six percent (86%) of new hire reports are submitted electronically.

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1- Provisions Required for Federally Funded Procurements.

The WVDHHR has developed an EEOP Utilization Report and it is available at <https://dhr.wv.gov/vip/Documents/H1.5%20Utilization%20Report%20and%20EEO%20policy%20%28002%29.pdf>

MAXIMUS has read and understands the purpose and scope.

## 2. Definitions

RFP Section, Page 22

The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 "Contract Services" means New Hire Services as more fully described in these specifications.
- 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**MAXIMUS has read and understands the definitions.**



### 3. Qualifications

RFP Section 3, Page 23

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. The Vendor must have a minimum of two years prior experience working with the Federal New Hire Reporting Program and a minimum of two years of experience in data verification, data entry, imaging transmission, magnetic and electronic data transmission, facsimile transmission, interactive voice response systems, and quality control.

MAXIMUS will continue to deliver to the State of West Virginia accurate and timely new hire reports that help increase child support collections. The State's employers also will continue to find new hire reporting easy and efficient through our experience-based approach to the West Virginia New Hire Reporting Program. Our 23 years of new hire experience features 19 years of West Virginia-specific experience and includes management of Minnesota's new hire program, which, in 1996, was the first outsourced new hire contract. We continue as Minnesota's trusted new hire administrator today.

Through hard work and commitment, we have earned the distinction of being the leader in processing manual (mail, fax, and phone/interactive voice response) new hire reports; imaging transmission; magnetic and electronic reports, including website data entry; web file uploads; and files transmitted via secure File Transfer Protocol (SFTP). We developed the first quality assurance process to verify data accuracy and make sure data we provide to the State matches with child support data, when a case exists. We also developed the EPP process, which is still used by our competitors and State child support agencies across the country. We introduced the first new hire reporting website, and the first employer database. Currently, we manage 18 new hire contracts across the county, double that of any other vendor.

## 4. Mandatory Requirements

RFP Section 4, Page 23

### 4.1 Mandatory Contract Services Requirements and Deliverables

RFP Section 4.1, Page 23

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

#### 4.1.1 Daily Operation

RFP Section 4.1.1, Page 23

The Vendor shall be responsible for the daily operation of the Agency's New Hire Reporting Program. WV Code §48-18-125 requires that all employers doing business in West Virginia must report newly hired and rehired employees, employees returning to work from extended leave, and independent contractors of the employer within fourteen (14) calendar days of the date of hiring, rehiring, or return to work.

In the next contract term, West Virginia employers and families will continue to receive excellent, reliable service from the same team that successfully facilitates the State's new hire program currently. These individuals work in concert to leverage the skills and best practices that they bring in West Virginia and other new hire projects nationwide. Our formula for driving new hire reporting includes strategically calibrated communications and extensive outreach to make sure employers report within 14 days of the date of hire, rehire or return from extended leave. We also provide reporting options to employers so that they can report all required data elements in the way that helps them remain complaint, whether it is via mail, fax, our website, or secure File Transfer Protocol (SFTP).

#### 4.1.2 Operational Facility Location

RFP Section 4.1.2, Page 23

The Vendor's operational facility after award of the contract must be located within the continental United States. Location outside of US would prohibit agency inspection, which is a component to ensure contract compliance.

MAXIMUS will continue to provide all staff necessary to effectively manage West Virginia's New Hire Reporting Program. We propose a staffing solution for the new contract term that combines our experience operating this and other new hire programs with the efficiencies and expertise gained from our consolidated transaction processing services operation in Austin, Texas. The Austin office provides new hire, voluntary paternity acknowledgment, National Medical Support Notice (NMSN) services and central file maintenance services for multiple states.



### 4.1.3 On-Site Inspections

RFP Section 4.1.3, Page 23

The Vendor must allow the Agency and Federal Offices of Child Support Enforcement to conduct on-site inspections and audits of work in progress at the Vendor's location within fourteen (14) working days of the Agency's request.

We will make our Austin, Texas office available for on-site inspections and audits of work in progress throughout the contract term. This access will be available within 14 days of the Agency's request.

### 4.1.4 Establishing and Maintaining Space

RFP Section 4.1.4, Page 23

Once the contract is awarded, the Vendor shall be responsible for establishing and maintaining space, equipment, facilities and the supplies required to maintain the daily operation of the Agency's New Hire Program. The Vendor's operational standards shall include, but not limited to:

- 4.1.4.1 Maintaining staff to perform the daily operation of the Agency's New Hire Program. The Vendor is required to accept Employer information per 4.1.8, 4.1.12.3, and 4.1.12.4 and provide reports to BCSE per 4.1.11 stated herein.
- 4.1.4.2 Maintaining comprehensive and quality controls to ensure that equipment and personnel will perform as required
- 4.1.4.3 Developing and maintaining a schedule detailing the Vendor's operational policies and procedures which must be reviewed and updated, at minimum, annually by the Vendor and provided to the Agency within sixty (60) working days of any revision.

MAXIMUS is the only vendor that can provide a seamless contract transition. Our current staff and facility space, along with equipment and supplies, will be used in the new contract term. This will eliminate implementation costs, as well as the risks associated with changing vendors.

Our experienced staff meet all current contract requirements and will continue to meet requirements in the next contract. We will accept new hire reports in any manner that the employer provides them and will process and transmit the new hire data to the Agency within two days, if the report is complete. For any new hire report that cannot be processed, we will contact the employer within two days to provide the missing or illegible information.

Quality forms the foundation of our approach, promoting consistency and accuracy in performance and customer service. Our comprehensive quality controls track and measure such factors as staff performance, response times, data collection rates and accuracy, and effectiveness of our automated systems.

Our existing Standard Operating Procedures (SOPs) will be maintained and updated throughout the contract term. We will provide an annual update to the Agency within 60 days of any revision, or annually, whichever is more frequent.

## 4.1.5 Transition Plan

RFP Section 4.1.5, Page 24

The Vendor must develop and implement a plan approved by the Agency to transition the New Hire Reporting responsibilities from current Vendor. The transition begins immediately upon award of the contract and will expire in three (3) months thereafter.

MAXIMUS, as the incumbent, has minimal transition activities from the current contract to the next contract term. We understand all transition activities must be completed within three months of contract award.

## 4.1.6 New Hire Data Elements

RFP Section 4.1.6, Page 24

The Vendor must be able to accept the following eleven data elements which employers are required to report (sections 4.1.6.1-4.1.6.11 below) and one additional element (section 4.1.6.12. below) which employers may elect to report:

- 4.1.6.1. Employee's full name (first, middle, last)
- 4.1.6.2. Employee's address
- 4.1.6.3. Employee's social security number
- 4.1.6.4. Employer's name and complete address
- 4.1.6.5. Employer's payroll address (if different)
- 4.1.6.6. Employer's name and complete address
- 4.1.6.7. Employer's payroll address (if different)
- 4.1.6.8. Employer's Federal Employer Identification Number (FEIN)
- 4.1.6.9. Employee's date of birth
- 4.1.6.10. Employee's state of hire
- 4.1.6.11. Employee's date of hire
- 4.1.6.12. Employee's income (optional)

During every interaction with employers, MAXIMUS encourages the reporting of optional information in addition to required data elements. For each new hire transmitted to the Agency, we will include:

- Employee's full name (first, middle, last)
- Employee's address
- Employee's social security number
- Employer's name and complete address
- Employer's payroll address (if different)
- Employer's name and complete address
- Employer's payroll address (if different)
- Employer's Federal Employer Identification Number (FEIN)

- Employee's date of birth
- Employee's state of hire
- Employee's date of hire

Whenever employers provide an employee's income, that information will also be included in the data we submit to the Agency.

## 4.1.7 Provide Customer and Technical Services

RFP Section 4.1.7, Page 24

The Vendor will provide customer and technical services to the Agency and West Virginia employers at the effective date of the contract. These services will include, but are not limited to:

- 4.1.7.1. Developing and disseminating employer outreach materials approved by the Agency (including a guide to child support for all employer related responsibilities);
- 4.1.7.2. Developing, implementing, and monitoring an employer compliance program (see section 4.1.12);
- 4.1.7.3. Communicating new hire reporting requirements to employers once per quarter (see section 4.1.12);
- 4.1.7.4. Providing live technical assistance to employers relating to the Agency's New Hire Program during regular business hours which are Monday through Friday, 8:30 am - 5:00 pm Eastern Time; and
- 4.1.7.5. Developing and maintaining an employer website which provides, but is not limited to, new hire information, forms for employers, and functionality for reporting new hires.

MAXIMUS provides customer service and technical services to the Agency and West Virginia employers. Our technical assistance is available for employers via phone, email, and website contact during regular business hours of 8:30 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. Technical assistance includes providing basic new hire information, assistance determining the best way to report, assisting employers with reporting issues that include rejected record corrections, and assisting employers with both website and SFTP registration. Employers can also contact us for help to ensure their file layouts are correct and will result in acceptance of all records in the file.

We develop cutting edge employer outreach and compliance materials using behavioral insights that encourage compliance with new hire reporting laws. We will communicate new hire reporting requirements to employers at least once per quarter. Detailed information on our outreach and compliance efforts can be found in section 4.1.12. Details on our website can be found in section 4.1.8.

In the next contract term, all outreach and compliance materials, as well as website content, will be submitted to the Agency for review and approval before use.

## 4.1.8 Report Processing

RFP Section 4.1.8, Page 25

At a minimum, the Vendor must be able to accept, and process reports from employers and/or employer's agent received in the following formats: paper, electronic, interactive voice response, internet reporting, and mobile device application. The Vendor must process all reports submitted and complete data entry within two (2) working days of receipt of the report. The Vendor must notify the Agency within twentyfour (24) hours of any occurrences of backlogs in data entry and advise of the corrective action plan to resolve the backlog and prevent recurrences. Revised 03/04/2019

- 4.1.8.1. Paper Reporting: The Vendor must provide employers and employer's agents the option to report with paper reports. The Vendor will date stamp the report upon receipt. The Vendor will accept the following paper reports:
  - 4.1.8.1.1. W-4 Forms;
  - 4.1.8.1.2. Facsimiles: The Vendor must provide a national tollfree fax number that shall be operational 24 hours a day, 7 days a week and must maintain more than one fax machine to ensure that employers will not connect to a busy or no-answer signal on less than one percent (1 %) of attempts per day.
  - 4.1.8.1.3. Any other report form that includes all required data elements stated in section 4.1.6.
- 4.1.8.2. Electronic Reporting: The Vendor must accept reports in Secure FTP (SSH File Transfer Protocol).
- 4.1.8.3. Internet Reporting: No later than three (3) months after award of the contract, the Vendor must provide employers the option of reporting via an employer website to be developed by the Vendor and approved by the Agency. This reporting option must be made available nationally and be accessible 24 hours a day, 7 days a week.
- 4.1.8.4. Mobile Device Application: No later than three (3) months after award of the contract, the Vendor must provide employers the option of reporting via a mobile device application for Android and iOS devices to be developed by the Vendor and approved by the Agency. This reporting option must be made available nationally and be accessible 24 hours a day, 7 days a week. The mobile device application should accept required data by either manual data entry or upload of the photograph of employee's W-4 form.
- 4.1.8.5. Interactive Voice Response (IVR) Reporting: No later than three (3) months after award of the contract, the Vendor must provide employers and reporting entities the option to report via telephone using automated IVR technology. The IVR number must be nationally toll-free and accessible 24 hours a day, 7 days a week. The IVR must:
  - 4.1.8.5.1. Instruct as well as disseminate program information in addition to forwarding the caller to a customer service, technical service or data entry operator during business hours or to an automated reporting function after regular business hours, which are defined as Monday through Friday, 8:30 am - 5:00 pm Eastern Time.
  - 4.1.8.5.2. Allow calls to be transferred to Vendor staff and interface with facsimile technology to provide forms and reporting instructions requested by callers.

For 19 years, we have continuously refined our outreach strategies and our new hire reporting workflow for West Virginia. Our approach has resulted in an efficient and timely process to collect and disseminate accurate new hire data to the agencies and departments that need it. Since 2000, we have processed more than 4.2 million new hire reports for the State. We also have consistently increased both new hire report volume and the number of employers reporting.

We will accept new hire reports in any manner that the employer provides them and will process and transmit the new hire data to the Agency within two days, if the report is complete. For any new hire report that cannot be processed, we will contact the employer within two days to provide the missing or illegible information. We will notify the Agency within 24 hours of any occurrences of backlogs in data entry and advise of the corrective action plan to resolve the backlog and prevent recurrences.

We open each piece of mail and then proof, sort, batch, and image all paper new hire records. We also screen all records for completeness and batch the reports by document type, such as new hire reporting form, printed list, or W-4 form. We accept W-4 forms as well as any other report form that includes all required data elements. This screening process allows our data entry operators (DEOs) to key information quickly and accurately.

We scan each document, which imprints a date stamp on the image and the hard copy document, allowing us to track timeliness against the contractually required turnaround time. DEOs key data from images rather than from paper, providing for easier data entry and a secure workspace where documents cannot be mishandled or misplaced. After scanning, we store the reports in locked file cabinets until we shred them after the defined retention period.

Faxes arrive as images in our secure fax server, which is operational 24 hours a day, seven days a week and offers a never-busy solution. Our fax server automatically routes all faxes to the Portal as images. Our DEOs view the images and key data to complete the process. Our streamlined process expedites data entry and enables our Project Manager to administratively control and assign daily workloads to meet turnaround requirements. It also lets us track documents and faxes, verify system counts of documents received and processed, and exercise stringent physical controls over all documents received.

To process any files we may receive via electronic media, we save the file to the server, load it to our database, and then securely destroy the media.

To process new hire reports included on files uploaded on our website or sent via secure file transfer protocol (sFTP), each file is loaded into the Portal. Through the data checks in the Portal, each record is verified for correct and complete information, and then added to our transmission to the State. Employers are immediately notified of any errors and are able to correct rejected records in the Portal. If not possible to fix in the moment, the record will be sent to the employer via mail within two days.

When an employer enters a report directly on the website, our efficient technology verifies that all required fields are complete and correct and loads the report to our database for inclusion in our transmission to the State.

Our operators manually enter data from images scanned from hard copy reports into our database. We train our staff to enter records exactly as submitted and to follow our standard operating procedures (SOPs) when entering data. We use the requirements in the SOPs to evaluate keyed data for accuracy.

An added measure of quality assurance requires DEOs to rekey FEIN and Social Security numbers. Once the data has been rekeyed, our database holds manually entered records until a second DEO performs a Quality Assurance check on a statistically relevant number of randomly selected records. This helps to maintain the quality metrics critical to our success, and the success of our ultimate goal of securing more child support case matches and income withholding orders.

MAXIMUS has offered West Virginia employers the option of reporting via a website for 19 years. In the next contract term, we will update the website to our new Portal, and give employers continued opportunity to complete their new hire reporting process online. Our current website ([www.wv-newhire.com](http://www.wv-newhire.com)) provides information about employer responsibilities as they relate to child support, including new hire, medical support, and Income Withholding. This information will be included in our new Portal.

No later than three months after award of the contract, MAXIMUS will provide mobile reporting options to employers that include the ability to manually enter information or upload photographs that contain employees' W-4s or other documents that contains all required employee information. We currently are the only vendor that has this technology in place. It allows us to provide West Virginia with a solution based on best practices and insight that is informed by years of experience designing mobile reporting options to employers.

MAXIMUS will maintain our current phone system in the next contract term. Our system instructs as well as disseminates program information. It also forwards the caller to a customer service, technical service, or data entry operator during business hours and to an automated voice mail reporting function after regular business hours, which are defined as Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time. Our system allows calls to be transferred to our staff and provides forms and reporting instructions requested by callers. Our solution includes a toll-free number that is available 24 hours a day, seven days a week.

#### 4.1.9 Incomplete Reports

RFP Section 4.1.9, Page 26

If the Vendor receives reports which are missing any of the required data elements, the Vendor must contact the reporting entity to obtain the missing information within two (2) business days of receipt of the incomplete record. It is the sole responsibility of the Vendor to ensure that only complete records are transmitted to the Agency.

Employers that submit electronic new hire reports will immediately be notified of any rejected records, along with detail on why the record was rejected. Employers will be able to immediately correct records in the Portal. If employers are unable to correct records through the Portal, we will contact the employer within two business days of receipt of the incomplete record.

## 4.1.10 Quality Assurance

RFP Section 4.1.10, Page 27

The Vendor shall ensure that the data is accurately entered, and the Agency receives accurate information from the reports. The Vendor must include edits in the data entry system (both manual and electronic entry) to ensure that data is correct. The data entry system must allow for correction of errors and include safeguards to prevent duplicate entries.

MAXIMUS understands the importance of making sure that every aspect of the New Hire Reporting Program meets the performance standards set forth by the Agency. Quality Management (QM) is central to our operational approach, and to how we define ourselves as a company. We intend to continue to meet or exceed program standards and give West Virginia citizens the best possible service.

Our new hire staff works with corporate executives and other MAXIMUS staff to direct the company's quality assurance program and provide a multi-layered approach to performance improvement using careful data analysis. We use data analysis and process improvement to:

- Promote peak performance
- Analyze staff productivity
- Implement efficient workflows
- Maintain effective automated support
- Achieve high standards of customer service

Our integrated approach to QM described in this section, provides a three-pronged solution to reinforce quality in our work. Our solution, centered on quality control, quality assurance, and quality improvement, gives the Agency and our project management team a clear picture of our performance. Our commitment to transparency at all levels of our operation and our rigorous data tracking let us quickly identify needs and make service delivery adjustments. Our approach also helps us to align our service delivery with the State's program objectives.

Our overarching goal is to improve the accuracy of project data, enhance customer satisfaction, and help the State increase child support collections. We strive for the highest quality in all our operations and focus on our core competencies of accuracy, efficiency, cost-effectiveness, high-quality service, and informed customer service.

Knowing that only correct and complete new hire records will match with child support and other records, MAXIMUS has several safeguards in place to make sure that the data we send to West Virginia is accurate. Duplicate records are not sent to the State. When staff enters a FEIN and SSN that already exists in the Portal, it automatically notifies the operator of a possible duplicate record. Additionally, at the point of generating the daily batch file for transmission to the State, the Portal checks for duplicate records prior to transmission.



Our accuracy/quality assurance methodology plan promotes accuracy with both documented procedures and specific Quality Assurance (QA) methodologies. This enables us to realize high rates of data accuracy, reduce the number of incomplete and incorrect records, and deliver superior customer service. The plan is designed to maintain top quality at every new hire report processing step. Accordingly, our plan embodies four clearly identified commitments:

- Develop clear procedures for data accuracy
- Foster an environment where work quality is of the highest priority
- Promote electronic submission, the most accurate and efficient method of submission
- Monitor and measure quality

This four-step policy reflects our overall approach to new hire operations, our development of industry-leading quality control mechanisms, and the quality control protocols our staff employ both in the work they do and the customer service they provide.

MAXIMUS uses QA processes to confirm that the data we enter and transmit is timely and accurate.

We have detailed standard operating procedures (SOPs) for every critical function in our operations. We train all new staff on the correct process for entering new hire data and our data entry rules, and we reinforce this training with documented procedures staff can reference at any time in our SOPs. We require all staff to follow the procedures in the SOPs, and we use those requirements as the basis for evaluating our staff's data entry accuracy.

#### 4.1.11 Transmission of New Hire Data to the State (Agency)

RFP Section 4.1.11, Page 27

The Vendor shall transmit the New Hire Report information to the Agency's mainframe daily by Secure FTP (SSH File Transfer Protocol). Each individual record must be transmitted within two (2) working days of receipt of the New Hire Report. The time of day of transmission will be determined by the Agency after the contract is awarded and the successful Vendor shall adhere to the same. If the Vendor is unable to transmit at the agreed time, the Vendor must contact the State's designated agent(s) by telephone or email within twenty-four (24) hours to make alternative arrangements for the transfer of information.

MAXIMUS currently sends our daily file of new hire records via Secure File Transfer Protocol (SFTP). We transmit the file by 4:00 p.m. Eastern Time each business day. Records are transmitted within two working days of receipt of the New Hire Report. If we are unable to transmit at the agreed upon time, we will contact the State's designated agent(s) by phone or email within 24 hours to make alternative arrangements for the transfer.



## 4.1.12 Employer Outreach and Compliance

RFP Section 4.1.12, Page 27

The Vendor must work in cooperation with the Agency to provide outreach to employers regarding their responsibilities relating to New Hire Reporting and child support, in general. The Vendor will be responsible for all costs associated with the outreach and compliance. All materials, processes and procedures must be approved by the Agency before being implemented. The Vendor shall do the following:

- 4.1.12.1. Notify current, new, and existing employers of their responsibilities related to the child support program no less than once per quarter. This shall include information on the New Hire Reporting:
  - 4.1.12.1.1. Income Withholding
  - 4.1.12.1.2. Medical Support
  - 4.1.12.1.3. Addressing employer groups
  - 4.1.12.1.4. Payroll associations
  - 4.1.12.1.5. Other employer entities
- 4.1.12.2. Develop, implement, and maintain a process to identify and track employers who fail to report employees. This process shall include notification to employers of any non-compliant status with, at a minimum, quarterly follow-ups to ensure that all assistance has been granted by the Vendor in order for employers to meet compliance guidelines.
- 4.1.12.3. Develop, implement, and maintain an internet website that provides basic child support information for employers to be available 24 hours per day. The content of the website must be approved by the Agency and operational no later than three (3) months after award of the contract. The website shall include information for employers about:
  - 4.1.12.3.1. New Hire Reporting
  - 4.1.12.3.2. Income withholding
  - 4.1.12.3.3. Medical support
  - 4.1.12.3.4. Updates of statutes, policies and procedures upon notification by the Agency.
- 4.1.12.4. The Vendor must install nationally toll-free phone lines to respond to employer questions about new hire reporting. The Vendor will be responsible for the cost of maintaining and staffing these phone lines. The toll-free number must be accessible and staffed during regular business hours as defined by the Agency. Regular business hours are defined as Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

MAXIMUS is proud to be the current partner for West Virginia providing outreach services for new hire reporting. In the new contract, we will continue to educate employers about new hire requirements, while also providing information about income withholding and medical support. We will notify current, new and existing employers of their responsibility related to child support no less than once per quarter.

MAXIMUS understands that all costs associated with our outreach methods and campaigns will be our responsibility. We will also ensure that all outreach materials, processes and procedures are approved by the Agency before we implement them.

West Virginia will benefit from the MAXIMUS 360° Employer Engagement strategy. This signature approach to outreach is holistic, strategic, collaborative, and customized to advance the overall child support process while advancing specific State child support goals. Our strategy supports employers through their child support compliance requirements and educates them about the available electronic reporting and compliance methods available. Every contact and communication we have with an employer includes information about new hire reporting, income withholding and medical support.

In addition to employer outreach, we will perform outreach and partner with employer groups, payroll associations, and other payroll entities to make sure their members have information on their responsibilities related to child support, including new hire, income withholding, and medical support. This outreach will occur not less than once per quarter.

We target employers based on industry, class size, location, and compliance status. Using materials designed to create action, we communicate in a way that inspires an atmosphere of collaboration by offering employers the type of education and that leads to consistent and timely compliance.

We know that building positive environments that help employers understand and navigate their trio of mandatory child support obligations—new hire reporting, and IWO and NMSN compliance—increases compliance.

- The success of our outreach strategies is illustrated by the results they achieve. In Illinois, we worked to increase new hire reporting among large employers. Because of our outreach efforts, 28 percent more large employers are now reporting and we received an additional 91,523 new hire reports over the last two years. Our engagements have lasting impacts; in the second quarter of 2018, compliance for the largest employers again increased by over 20 percent.
- In April 2019, we implemented an email campaign based in behavioral science for our Maryland client. As a result, the number of employers that responded by submitting reports increased from 61 percent in January to 84 percent in April.
- In Nebraska, we worked directly with large employers in the financial industry to increase the reporting of independent contractors. Through our comprehensive engagement, we received over 57,000 more records and increased the report volume for the project by 87 percent in less than one month.

## SPOTLIGHT

### DEDICATED OUTREACH STAFF

Danielle Jimenez, will continue to manage outreach for West Virginia in the new contract term. As outreach coordinator she brings to the job extensive knowledge of the new hire reporting process.

She also has successfully designed, coordinated, and evaluated effective outreach campaigns for the West Virginia team. Her background in social sciences combined with her nine years with MAXIMUS providing outreach services for new hire programs have afforded her the extensive experience needed to effectively connect with employers from all industries and class sizes to help them establish and maintain reporting compliance. Ms. Jimenez utilizes the most recent scientific and behavioral data to design outreach strategies.

- Across all of our new hire projects, our Proactive Compliance outreach campaigns have increased the number of new hire reports submitted by employers in response to outreach notices from 486, 781 in 2014 to 1,448,882 in 2018. This represents a percent change increase of 198 percent over four years.

We have seen first-hand and in multiple States, the positive outcomes our custom designed 360° Employer Engagement strategies can produce. Children get the financial support they are entitled to, and the State realizes increased child support collections by giving employers the resources they need to make compliance easier. MAXIMUS is excited to propose this proven and extended outreach solution for West Virginia.

### **Proactive and Targeted Outreach**

We customize our outreach approach by class size, industry, hiring season, location, and community to maximize results. These outreach campaigns are educational reminders to report that also include information about New Hire reporting laws including the requirement to report independent contractors and seasonal employees; as well as information on Income Withholding and medical support.

Employers respond well to our proactive compliance notices. Our 2018 response rates nationally were 73 percent for email and 67 percent for mail.

### **New Hire Proactive Compliance Campaign**

Our unique proprietary monthly Proactive Compliance outreach campaign alerts employers to a change in their reporting patterns to increase consistent and compliant reporting. We help employers avoid non-compliance by resolving potential issues immediately, rather than waiting to be identified by quarterly EPP reports, while ensuring the employer understands the requirements of the new hire reporting law and the various methods of reporting that are available to them, such as electronic reporting, to help them make their reporting as automatic as possible.

Proactive Compliance campaigns allow us to maintain our engagement with employers by becoming their partner in new hire reporting. We often find that we are notifying the employer of an internal issue, such as untrained new personnel or failed file transmissions. It is also a great way to capture reports that could fall through the cracks, such as those for temporary workers, re-hires, and independent contractors.

### **Non-Compliance Outreach**

West Virginia relies on new hire reports to generate income withholdings, thus a comprehensive and effective employer compliance program is essential. More than 15 years ago, MAXIMUS piloted the Employer Participation Project (EPP) compliance program that has become the model for states across the country, and we continue to refine our approach today. While other vendors may try to imitate some of our compliance initiatives, no one can bring our unique experience and insight.

Armed with the EPP report, we research the data lists to ensure an employer is not appearing on the EPP due to FEIN typos, incorrect or missing multi-state registrations, reporting QW data with one FEIN and using a different FEIN to report new hires, or technical issues with electronic file transfers or sFTP. In our experience this is a crucial phase to non-compliance outreach; we have found many employers listed on EPP reports are actually reporting as required, appearing as non-compliant only because of one of the simple issues listed above. We provide valued customer service as we work with such employers to help them resolve these issues so they no longer appear noncompliant.

We send the remaining potentially non-compliant employers we email and mail notices, informing them of the new hire reporting law and its requirements. This includes the requirement to report new and returning employees, and independent contractors; the penalties for continued non-compliance; and the methods available for reporting new hires. If the same employer remains on the EPP report for two consecutive quarters, we refer the employer to the State for the imposition of penalties.

Our non-compliance outreach appeals to an employer's altruistic and social ego. It taps into their desire to help their communities and helps them see how timely new hire reporting, and income withholding and medical support can positively impact families and children, as well as their own businesses.

### **New Hire Website and Customer Service**

MAXIMUS currently provides an interactive website ([www.wv-newhire.com](http://www.wv-newhire.com)) for employers to find information on New Hire Reporting. During the next contract term, the refreshed website (Portal) will also include information about income withholding, medical support and, upon notification from the agency, updates of statutes, policies and procedures. The website will be available 24 hours per day and will provide content about the child support program; provide links to helpful information, including to other agencies with whom employers interact, and will be the basis of a comprehensive employer database. When employers register to use the site, the database will collect multiple addresses for each employer, including corporate, payroll, medical support notice and income withholding notice addresses. We will work with the Agency to make sure the content of the website is approved by the Agency and operational no later than three months after award of the contract.

MAXIMUS will continue to provide customer service and support to callers during regular business hours using the existing national toll-free number (8:30 a.m. to 5:00 p.m. Eastern Time, with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). We will provide voice mail to allow callers to leave messages after hours. We will return messages within one business day.

## 4.1.13 Security and Retention of Records

RFP Section 4.1.13, Page 29

- 4.1.13.1. The Vendor must maintain a backup copy of all new hire reports for a minimum of ninety (90) calendar days. The reports shall be maintained on a register and shall contain:
  - 4.1.13.1.1. Receipt date
  - 4.1.13.1.2. Reporting method
  - 4.1.13.1.3. Submitter's name
- 4.1.13.2. The Vendor must automatically purge and destroy the New Hire data twenty-four (24) months after the date of receipt.
- 4.1.13.3. This project involves a high degree of confidentiality, and the Vendor shall provide safeguards against disclosure of information. The Vendor must provide for the confidential and secure handling of the data being transmitted to the Agency.
- 4.1.13.4. The Vendor must maintain the New Hire data in a secure environment and shall not make available or disclose the information to any other person or companies in its entirety or in part unless specifically required by law.
- 4.1.13.5. The Vendor must comply with the confidentiality policies and information security accountability requirements within <http://www.state.wv.us/admin/purchase/privacy/NoticeConfidentiality.pdf> Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements (accessed 6/27/18)
- 4.1.13.6. The Vendor must ensure that unauthorized persons cannot access the new hire records. The Vendor must comply with the following:
  - 4.1.13.6.1. [https://technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017/PO1001 Security Sept2017 .pdf](https://technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017/PO1001%20Security%20Sept2017.pdf) Policy WVOT-POIO01 revised 12/31/13
  - 4.1.13.6.2. [https://privacy.wv.gov/SiteCollectionDocuments/ Privacy%20Policies/ 1b%20Confidentiality%20Agreement%20Procedure%20WVEB-101.2. pdf](https://privacy.wv.gov/SiteCollectionDocuments/Privacy%20Policies/1b%20Confidentiality%20Agreement%20Procedure%20WVEB-101.2.pdf) Procedure No. WVEB-PI01.2 effective 4/1/12
  - 4.1.13.6.3. <http://www.state.wv.us/admin/purchase/privacy/NoticeConfidentiality.pdf> Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements (accessed 6/27/18)

MAXIMUS will continue to maintain a backup copy of all new hire reports for a minimum of 90 days. The backup copy will include the receipt date, reporting method and submitter's name.

MAXIMUS destroys new hire data 24 months after the date of receipt and will continue to do so in the next contract term.

MAXIMUS has established policies and procedures to protect program data from day one of operations. We use next generation anti-virus software that focuses on behavior blocking and leveraging artificial intelligence rather than signatures to protect our systems. All server operating systems are hardened to IRS safeguards requirements, all unnecessary services are disabled, and all Microsoft Windows-based systems, servers, and workstations are required to run anti-virus software.

The MAXIMUS Information Security Office(ISO) and security infrastructure keep program data and sites secure, reducing the risk of data leakages and intrusion impacts that a smaller company without these resources might experience. As a result, West Virginia can be confident of the safety of its data, systems, staff, and customers. Specifically:

- Information security is too important to contract out. Unlike other vendors, we have an in-house team dedicated to information privacy and security.

- Our information security team includes 30 experienced professionals who bring substantial experience protecting information in today's evolving technology landscape.
- This team establishes and monitors all MAXIMUS operational information and physical security standards safeguarding your data from unauthorized use, modifications, or access.
- Our corporate ISO team defines our physical and data security policies and procedures for our corporate office, projects and facilities. This policy is in place and guides our current program security strategies, particularly in the area of protecting systems from viruses and preventing security breaches that could lead to data or equipment loss or damage.

MAXIMUS will comply with all security and confidentiality requirements in section 4.1.13 of this RFQ.

## 4.1.14 Statistical Reports

RFP Section 4.1.14, Page 30

The Vendor must provide the State with the following reports for the previous month by the fifteenth day of the following month by electronic mail to the Agency:

- 4.1.14.1. Total number of records received per day, month, year-to-date, and year
- 4.1.14.2. Total number entry records keyed per day
- 4.1.14.3. Total electronic records transmitted to file by type of media (tape, diskette, internet, mobile device application, etc.)
- 4.1.14.4. Total records transmitted to Agency per transmission
- 4.1.14.5. Total number of employers reporting
- 4.1.14.6. Total number of non-compliant employers identified, and number of compliance letters sent
- 4.1.14.7. Number and name of multi-state employer/employees reported per month, by state
- 4.1.14.8. Statistics regarding website usage by reporting employers
- 4.1.14.9. Statistics regarding mobile device application usage by reporting employers.

We will continue to provide reports by the fifteenth day of the following month. These reports will be sent by email and will include:

- Total number of records received per day, month, year-to-date, and year
- Total number entry records keyed per day
- Total electronic records transmitted to file by type of media (tape, diskette, internet, mobile device application, etc.)
- Total records transmitted to Agency per transmission
- Total number of employers reporting
- Total number of non-compliant employers identified, and number of compliance letters sent
- Number and name of multi-state employer/employees reported per month, by state
- Statistics regarding website usage by reporting employers
- Statistics regarding mobile device application usage by reporting employers



## 4.1.15 Annual Evaluation

RFP Section 4.1.15, Page 30

4.1.15. The Vendor must provide an annual evaluation of the efficiency and effectiveness of the New Hire Program no later than January 31 of each year. The purpose of the evaluation will be to assess compliance with the contract, to monitor compliance with State and Federal procedures, and to determine the compliance rate of employers. The Agency reserves the right to make recommendations and/or approve or disapprove operational processes and procedures that have been noted as the result of any inspection/audit conducted by the Agency's Performance Evaluation.

By January 31 of each year, MAXIMUS will perform an evaluation of the efficiency and effectiveness of the New Hire Program. We've evaluate the total number of new hire reports, the percentage of reports received electronically, and employer compliance trends. We will also report on contract compliance. We will work with the Agency on the format and detail to be included in the report. We understand that the Agency reserves the right to make recommendations, and approve or disapprove operational processes and procedures.

## 4.1.16 Transition Activities

RFP Section 4.1.16, Page 31

The Vendor is required to begin transition activities no later than three (3) months prior to the assumption of the New Hire Process. Vendor responsibilities during the transition period shall include, but are not limited to the following:

- 4.1.16.1. Management Team: The Vendor shall assemble a management team during the first two (2) weeks of the transition period. Furthermore, the Vendor shall provide the Agency with the names and biographical sketches of all management team members within five (5) working days following assembly of the management team. If at any time a management team member is replaced, the Vendor must notify the Agency within two (2) working days. After the transition period expires, the Vendor shall assume full and complete responsibility for the New Hire Process.
- 4.1.16.2. Planning: Within five (5) working days upon notification of award, the Vendor shall prepare a detailed transition plan for the Agency's approval. The Plan, at a minimum, shall include:
  - 4.1.16.2.1. Planned activities;
  - 4.1.16.2.2. Staffing levels;
  - 4.1.16.2.3. A three (3) month timeline for completion and deliverables;
  - 4.1.16.2.4. A checklist for review and acceptance by the Agency regarding the policies and procedures developed by the Vendor to accomplish a successful transition;
  - 4.1.16.2.5. A disaster recovery/business contingency plan which shall be approved by the Agency and must be submitted with the three-month transition plan.
- 4.1.16.3. Disaster Plan: The disaster plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Backup equipment shall be tested for compatibility and capacity and any identified shortcomings shall be resolved within five (5) working days. Any backup facility shall also be tested to show that it can provide operational capacity for a minimum of ninety (90) calendar days.

MAXIMUS will begin transition activities no later than three months prior to the assumption of the New Hire Process. We will provide West Virginia a low risk transition by offering the existing fully trained staff including:

- Maurice Franklin, Vice President
- Dennis Seeley, Project Manager

- Jeffrey “Davey” Jones, Supervisor

Within five days of assembling the transition team, we will provide names and biographical sketches of the management team. If there are any changes to the management team, we will notify the Agency within two working days. We understand that after the transition period ends, we will assume full and complete responsibility for the New Hire Process.

Within five working days of notification of award, MAXIMUS will provide a detailed transition plan. This plan will include all scheduled transition activities, planned staffing levels, and a timeline for completion and deliverables. We will also include a checklist for review and acceptance by the Agency.

MAXIMUS has extensive experience in not only creating disaster plans but in testing and implementing these plans. Our plan includes annual testing, from tabletop exercises to full recovery exercises. We plan for multiple types of disasters including system outages as well as events that impact staff. Our backup facility is a fully functioning new hire office with the ability to provide full operational support for 90 calendar days, should the need arise.



## 5. Contract Award

RFP Section 5, Page 32

### 5.1 Contract Award

RFP Section 5.1, Page 32

The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

MAXIMUS understands the Contract will be awarded to the Vendor that provides the Contract Services meeting the required specification for the lowest overall total cost as shown on the Pricing Page.

### 5.2 Pricing Page

RFP Section 5.2, Page 32

Vendor should complete the Pricing Page by placing the amount for the transition cost in the Column B (Cost for Initial Year). Place the rate per each New Hire Record or Resubmit in the Column B based upon the estimated transactions. Multiply the estimated transactions by the rate per each New Hire Record or Resubmit and add in the Transitional Cost to come up with the total for the Initial Year (Column B). For each of the Optional Years (1-3) Multiply the estimated transactions by the rate per each New Hire Record or Resubmit to get the total for that year. Add each of the Total amounts (Initial Year and all Optional Years 1-3) together and placed it in Column Hon the line indicated for the Grand Total Cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

MAXIMUS has submitted the Pricing Page information via wvOASIS and as an electronic document.

## 6. Performance

RFP Section 6, Page 32

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

MAXIMUS will work with the Agency on an agreed upon schedule for performance of Contract Services and Contract Services Deliverables, not already included herein by the Agency.

## 7. Payment

RFP Section 7, Page 32

Agency shall pay per New Hire Record, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

MAXIMUS will accept payment in accordance with the payment procedures of the State of West Virginia. Payment will be per New Hire Record as shown on the Pricing Pages, for all services performed and accepted under this contract.

## 8. Travel

RFP Section 8, Page 32

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

MAXIMUS understands we are responsible for travel costs associated with this contract and have included those costs in our per record fee. We understand that such costs will not be paid by the Agency separately.

## 9. Facilities Access

RFP Section 9, Page 33

Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

### 9.1 Principal Service Personnel

RFP Section 9.1, Page 33

Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

If key cards are required, we will identify principal service personnel to be issued cards.

### 9.2 Controlling Cards and Keys

RFP Section 9.2, Page 33

Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

MAXIMUS will be responsible for controlling cards and keys and will pay replacement fee if the cards become lost or stolen.

### 9.3 Lost, Stolen, Or Missing Card or Key

RFP Section 9.3, Page 33

Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

We will notify the Agency immediately of any lost, stolen or missing card or key.

### 9.4 Security Protocol and Procedures—Subject To

RFP Section 9.4, Page 33

Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

MAXIMUS accepts that all staff performing under this Contract will be subject to Agency's security protocol and procedures.

## 9.5 Security Protocol and Procedures—Informing Staff

RFP Section 9.5, Page 33

Vendor shall inform all staff of Agency's security protocol and procedures.

We will inform all staff of Agency's security protocol and procedures.

## 10. Vendor Default

RFP Section 10, Page 33

### 10.1 Vendor Default Considerations

RFP Section 10.1, Page 33

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

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

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

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

MAXIMUS understands the terms of vendor default as detailed in section 10.1.

## 11. Miscellaneous

RFP Section 11, Page 34

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

### 11.1 Contract Manager

RFP Section 11, Page 34

**Contract Manager:** Dennis Seeley

**Telephone Number:** (517) 318-2785

**Fax Number:** (517) 318-0203

**Email Address:** [DennisMSeeley@maximus.com](mailto:DennisMSeeley@maximus.com)





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

State of West Virginia  
 Request for Quotation  
 34 — Service - Prof

Proc Folder: 573043

Doc Description: Addendum #2 - Open-End Contract for New Hire Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-29	2019-09-10 13:30:00	CRFQ 0511 CSE2000000001	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

MAXIMUS Human Services, Inc.  
 1891 Metro Center Drive  
 Reston, VA 20190

**FOR INFORMATION CONTACT THE BUYER**

April E Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

Signature X

FEIN # 45-0553376

DATE 9/5/2019

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

**ADDITIONAL INFORMATION:**

Addendum #2 is issued to provide the CORRECT vendor questions and responses. Please disregard the prior questions and responses.

NOTE: The bid opening date remains as September 10, 2019, at 1:30 PM EST.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transitional Cost	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101604			

**Extended Description :**

Transitional Cost (fixed fee) from current Vendor

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Rate per each record Year 1	241076.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101604			

**Extended Description :**

Rate per each New Hire record or resubmit - initial year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Rate per each record Optional Renewal Year 1	241076.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101604			

**Extended Description :**

Rate per each New Hire record or resubmit - Optional year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Rate per each record Optional Renewal Year 2	241076.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101604			

**Extended Description :**

Rate per each New Hire record or resubmit - optional year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Rate per each record Optional Renewal Year 3	241076.00000	EA		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
80101604			

**Extended Description :**

Rate per each New Hire record or resubmit - optional year 3

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions Due	2019-08-23

<b>CSE2000000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #2 - Open-End Contract for New Hire Services	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0511 CSE2000000001**

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

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

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

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

MAXIMUS Human Services, Inc.  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

9/5/2019  
\_\_\_\_\_  
Date

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

**SOLICITATION NUMBER: CRFQ CSE2000000001**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ CSE2000000001 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- [ X ] Modify bid opening date and time
- [ ] Modify specifications of product or service being sought
- [ X ] Attachment of vendor questions and responses
- [ ] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [ ] Other

**Description of Modification to Solicitation:** To list the questions and answers to this solicitation and to modify bid opening date to September 10, 2019.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Question 1:** A. Do you happen to know the estimated funding source, or budget for this project?  
B. If so, has funding for a formal solicitation been secured?

**Answer1:** A. This information cannot be disclosed  
B. This information cannot be disclosed

**Question 2:** A. For the incumbent contract would you be able to provide the contract number, vendor name, and term of the contract?  
B. And contract documents if available?

**Answer 2:** A. CMA CSE1500000009. Please submit a FOIA to Purchasing Division.  
B. Please submit a FOIA to Purchasing Division.

**Question 3:** A. Is there a timeline for a formal solicitation to be reached?  
B. If not, what steps are expected to make a decision on a formal solicitation?

**Answer 3:** A. The question is not understood, no response is being provided.  
B. The question is not understood, no response is being provided.

**Question 4:** Can the State confirm if the required Income Withholding and Medical Support compliance and outreach is general information to all employers or specific outreach to employers who are not compliant with income withholding and medical support requirements?

**Answer 4:** All employers – please refer 4.1.12.1 (Notify current, new, and existing employers of their responsibilities related to the child support program no less than once per quarter)

**Question 5:** Do you have an anticipated date that we can expect answers to all questions submitted to the State? With the short turnaround time on the information requested, would the State be willing to push back the due date if the questions are unable to be answered in a timely manner? Lastly, if possible, could you please provide your telephone number, or the number for the point of contact for this solicitation?



**Answer 5:** Answers are submitted within 3 days of receipt. Yes, the bid opening will be extended.  
Points of contact for bid solicitation is the WV State Purchasing Division.

**SOLICITATION NUMBER: CRFQ 0511 CSE2000000001**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To provide the **CORRECT** vendor questions and responses. Please disregard the prior questions and responses.

**NOTE: The bid opening date remains as September 10, 2019, at 1:30 PM EST**

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Question 1:** A. Do you happen to know the estimated funding source, or budget for this project?  
B. If so, has funding for a formal solicitation been secured?

**Answer1:** A. This information cannot be disclosed  
B. This information cannot be disclosed

**Question 2:** A. For the incumbent contract would you be able to provide the contract number, vendor name, and term of the contract?  
B. And contract documents if available?

**Answer 2:** A. CMA CSE1500000009. Please submit a FOIA to Purchasing Division.  
B. Please submit a FOIA to Purchasing Division.

**Question 3:** A. Is there a timeline for a formal solicitation to be reached?  
B. If not, what steps are expected to make a decision on a formal solicitation?

**Answer 3:** A. The question is not understood, no response is being provided.  
B. The question is not understood, no response is being provided.

**Question 4:** Can the State confirm if the required Income Withholding and Medical Support compliance and outreach is general information to all employers or specific outreach to employers who are not compliant with income withholding and medical support requirements?

**Answer 4:** All employers – please refer 4.1.12.1 (Notify current, new, and existing employers of their responsibilities related to the child support program no less than once per quarter)

**Question 5:** Do you have an anticipated date that we can expect answers to all questions submitted to the State? With the short turn around time on the information requested, would the State be willing to push back the due date if the questions are unable to be answered in a timely manner? Lastly, if possible, could you please provide your telephone number, or the number for the point of contact for this solicitation?

**Answer 5:** Answers are submitted within 3 days of receipt. Yes, the bid opening will be extended. Points of contact for bid solicitation is the WV State Purchasing Division.

**Question 6:** Is the State looking for submission of a full proposal? Or just the submission of the required forms and Final\_CRFQ\_0511\_CSE000000001\_1\_CRFQ\_Form?

**Answer 6:** Full proposal

**Question 7:** Are bidders expected to submit 4-page form only, or expected to respond to all criteria outlined in the accompanying document

**Answer 7:** Respond to all criteria.

**Question 8:** Will the award of this contract be based on lowest price submitted? Will any other documents be considered or weighted in the scoring process?

**Answer 8:** Award will be made to the Vendor meeting all the specifications with the lowest overall Grand Total Cost.

**Question 9:** For Quarter 3 what is the current transaction cost and annual cost for this project?

**Answer 9:** Current transaction cost .170 per transaction - annual cost for 2018 approximately \$45,000.00

**Question 10:** For Quarter 4 what is the electronic reporting percentage?

**Answer 10:** 86% electronic reporting

**Question 11:** For Quarter 5 what is the number of reporting employers?

**Answer 11:** Information not available.

**Question 12:** The form reads, "ADDITIONAL TERMS AND CONDITIONS See attached document(s) for additional Terms and Conditions". Are respondents expected to return the completed form with the additional terms and conditions cited?

**Answer 12:** This can be done during the bid award process.

**Question 13:** The RFQ provides a field for transactional cost for the initial year – are respondents bound to this rate for all subsequent years, if selected for the contract?

**Answer 13:** Transactional rates can vary using anticipated rate stated on pricing page for subsequent years.

## **GENERAL TERMS AND CONDITIONS:**

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

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.



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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- Property damage minimum of \$1,000,000.00 per occurrence
- For bodily injury (including death); minimum of \$500,000.00 per person
- A minimum of \$1,000,000.00 per occurrence for bodily injury
-

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

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

200 per day \_\_\_\_\_ for failure to provide deliverables \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019



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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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


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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Maurice Franklin  
(Name, Title)  
Vice President  
(Printed Name and Title)  
303 East Wacker Drive, Suite 2300, Chicago, IL 60611  
(Address)  
(312) 665-9826  
(Phone Number)/ (Fax Number)  
MauriceFranklin@maximus.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

MAXIMUS Human Services, Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Lauren K. Fujioka, Senior Director - Contracts  
(Printed Name and Title of Authorized Representative)

9/5/2019  
(Date)

571.342.3046  
(Phone Number) (Fax Number)

**Pricing Page for CRFQ CSE2000000001**

	<b>Cost for initial year</b>	<b>Renewal Optional Year 1</b>	<b>Renewal Optional Year 2</b>	<b>Renewal Optional Year 3</b>
Transitional Cost				
Resubmit Rate (Cost is per transaction fee.)	0.10997	0.10997	0.10997	0.10997
Total (rate * estimated transactions)	\$ 26,511.13	\$ 26,511.13	\$ 26,511.13	\$ 26,511.13
Grand Total Cost			\$ 106,044.51	

Cost is per Transaction Fee.  
Estimated transactions is 241,076

Basis of the Award:

Award will be made to the Vendor meeting all of the specifications with the lowest overall Grand Total Cost.

MAXIMUS Human Services, Inc.

**Vendor Name**

1891 Metro Center Dr

**Vendor Address**

(703) 251-8500

**Vendor Phone Number**



**Vendor Signature**

hsproposals@maximus.com

**Vendor email**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: MAXIMUS Human Services, Inc.

Authorized Signature: *[Signature]* Date: 9/5/2019

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of September, 2019.

My Commission expires 6/30, 2023

AFFIX SEAL HERE



NOTARY PUBLIC *[Signature]*