



714 Venture Drive, # 229
Martinsburg, WV 26508
304-534-9633
Serve@DocuServe.pro

September 25, 2019

Tara Lyle, Buyer
West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Subject: Quotation
West Virginia Department of Health and Human Resources,
Bureau for Child Support Enforcement - Supplemental Process
Services
CRFQ 0511 CSE2000000002

Dear Ms. Lyle

DocuServe, LLC (DocuServe) is pleased to provide a bid for the open-end contract(s) for Supplemental Process Services for the purpose of serving child support and/or spousal support papers in every county in the State of West Virginia. The goal of DocuServe is always client satisfaction. We know that complying with the terms on these contracts will require a team with expertise, experience, and manpower. We know DocuServe is that team because of:

- Our established working relationship with other WV State Offices,
- Our knowledge and experience gained through the successful completion of multiple similar projects with aggressive schedules,
- Our concurrent completion of numerous large scale projects, and
- Our large and diverse West Virginia based staff is immediately available.

We are very proud of our relationship with other WV State Offices and are thankful for the opportunity to work with another. Upon your review of the enclosed documents, please do not hesitate to contact me at 304-534-9633 with questions or concerns. We would be honored to be selected for this contract.

Very truly yours,

DocuServe, LLC

Nathan E. Crum, Owner

RECEIVED
2019 SEP 30 PM 12:19
WV PURCHASING
DIVISION



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

State of West Virginia
 Request for Quotation
 25 - Legal

Proc Folder: 602875

Doc Description: Process Service

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-19	2019-10-03 13:30:00	CRFQ 0511 CSE2000000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

DocuServe LLC
 714 Venture Drive #229
 Morgantown, WV 26508
 304-534-9633

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN # 83-2733235

DATE 09/25/2019

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

ADDITIONAL SPECIFICATIONS

The West Virginia Purchasing Division, on behalf of the Agency, the West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement, is soliciting bids to establish multiple open-end contracts for Supplemental Process Services for the purpose of serving child support and/or spousal support papers in every county in the State of West Virginia, per the attached terms and conditions and specifications.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Process Service for Region 1	2022.00000	EA	\$40.00	\$80,880.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 1
 Brooke County
 Hancock County
 Marshall County
 Monongalia County
 Ohio County
 Preston County
 Tyler County
 Wetzel County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Process Service for Region 2	1180.00000	EA	\$50.00	\$59,000.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 2
 Jackson County
 Mason County
 Pleasants County
 Ritchie County
 Roane County
 Wirt County
 Wood County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Process Service for Region 3	992.00000	EA	\$60.00	\$59,520.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 3
 Cabell County
 Putnam County
 Wayne County

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	Process Service for Region 4	1420.00000	EA	\$50.00	\$71,000.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :
 Process Service for Region 4
 Kanawha County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Process Service for Region 5	567.00000	EA	\$85.00	\$48,195.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 5
 Boone County
 Lincoln County
 Logan County
 Mingo County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Process Service for Region 6	971.00000	EA	\$90.00	\$87,390.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 6
 Braxton County
 Clay County
 Fayette County
 Greenbrier County
 Monroe County
 Nicholas County
 Pocahontas County
 Summers County
 Webster County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Process Service for Region 7	1134.00000	EA	\$85.00	\$96,390.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 7
 McDowell County
 Mercer County
 Raleigh County
 Wyoming County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Process Service for Region 8	881.00000	EA	\$75.00	\$66,075.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 8
 Berkeley County
 Grant County
 Hampshire County
 Hardy County
 Jefferson County
 Mineral County
 Morgan County
 Pendleton County

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Process Service for Region 9	1670.00000	EA	\$40.00	\$66,800.00

Comm Code	Manufacturer	Specification	Model #
80121904			

Extended Description :

Process Service for Region 9
 Barbour County
 Calhoun County
 Doddridge County

Gilmer County
Harrison County
Lewis County
Marion County
Randolph County
Taylor County
Tucker County
Upshur County

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical question due by 3:00 pm	2019-09-25

CSE2000000002	Document Phase Final	Document Description Process Service	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

Nathan E. Crum, Owner
(Name, Title)
Nathan E. Crum, Owner
(Printed Name and Title)
714 Venture Drive #229, Morgantown, WV 26508
(Address)
304-534-9633
(Phone Number) / (Fax Number)
ncrum@docuserve.pro
(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.

DocuServe LLC
(Company)


(Authorized Signature) (Representative Name, Title)

Nathan E. Crum, Owner
(Printed Name and Title of Authorized Representative)

09/25/2019
(Date)

304-534-9633
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

SPECIFICATIONS

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Bureau for Child Support Enforcement to establish a contract for supplemental Process Services for the purpose of serving child support and/or spousal support papers to obligors (non-custodial parents), obligees (custodial parents), and any other parties.

The Vendor will not be an exclusive provider of the service. Multiple vendors may be awarded contracts for a respective county. Contracts will be awarded to all bidders who attest to compliance with the responsibilities and provisions of this RFQ. The Agency will utilize Vendors based upon the lowest cost. The award of a contract to multiple Vendors will not guarantee work for any Vendor, and the Agency is under no legal obligation to use all the qualified Vendors that have signed a Contract with the Agency. The Agency shall allocate work among the Vendors based on the needs of the Agency. It is at the Agency's sole discretion to allocate work to any of the Vendors if more than one Vendor is selected. The Agency is not obligated to refer any specified number of papers for service and reserves the right to request service as needed, subject to volume and performance.

Quantities listed in the RFQ **Attachment A** are approximations only, based on estimates supplied by the Agency. The estimates are for total documents served, not necessarily those served by private vendor. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

The Vendor must identify the counties in which services will be provided. The Vendor may receive requests for service of process from any office of the Agency; however, if the Vendor has not been awarded the bid for that county, the Vendor may not serve that process and should return the document to the requesting Agency office.

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Bids will be accepted by county. The Agency reserves the right to issue multiple contracts.

Regions including counties, local offices, and estimated annual quantities are listed on **Attachment A**.

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

The WVDHHR has developed an EEOP Utilization Report and it is available at <http://www.wv.dhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

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

2.1 “Contract Services” means to provide Supplemental Process Service for the West Virginia Bureau for Child Support Enforcement (Agency) for the purpose of serving child support and/or spousal support papers to obligors (non-custodial parents), obligees (custodial parents), and any other parties pursuant to all the requirements of the West Virginia Rules of Civil Procedure in its entirety <http://www.courtswv.gov/legal-community/court-rules/civil-procedure/contents.html> 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.

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

3.1. Be at least eighteen (18) years of age.

3.2. Must not be a party in the case.

4. MANDATORY REQUIREMENTS:

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

4.1.1 General- The Agency will provide to the Vendor its most recent, most accurate address available for the party to be served. However, the Vendor is not limited to only serving at the addresses provided by the Agency. Given the critical need for effective and timely service of process, the Vendor must attempt to serve a party at any address necessary to effect service. Attempts shall include, but not limited to: serving during employment hours at the place of employment, outside employment hours at the residence, or at any other additional address when multiple addresses are provided by the Department via sources accessible by the vendor to include but not limited to the following : CLEAR, Accurant, True People Search and Been Verified.

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

To effect successful service, the Vendor shall attempt service at as many of the addresses provided and at different time intervals as necessary. If service is successful at an address other than the address provided by the Agency, the Vendor will provide the Agency with that address within ten (10) calendar days along with the Credible Person Return of Service via mail or email.

- 4.1.2 Credible Person Return of Service** - For each legal document which has been successfully served, the Vendor shall provide the respective local office with a "Credible Person Return of Service" complying with all the provisions of the West Virginia Rules of Civil Procedure. <http://www.courtswv.gov/legal-community/court-rules/civil-procedure/contents.html> Each Credible Person Return of Service must be signed by the Vendor's employee who has effectuated service and sworn or acknowledged before any Notary Public. See **Attachment B**.

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

4.1.2.2 The Vendor shall not perform substitute service of a person by service of the document to another party in the legal action being served.

4.1.2.3 If the service of process is made at the recipient's place of employment or institution, substitute service of the document is not acceptable.

4.1.2.4 The Vendor shall advise the person being served that the document is a legal document and should be reviewed but shall not answer any questions about the documents. The Vendor shall refer all questions to the Agency.

4.1.2.5 The Vendor shall not physically nor verbally assault an individual during the serving process.

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

4.1.3 Time Guidelines

4.1.3.1 The Vendor shall have no longer than five (5) calendar days following receipt of the document to begin attempt of service.

4.1.3.2 Upon successful service, the Credible Person Return of Service shall be forwarded to the respective local office within ten (10) calendar days from the date the legal document is served.

4.1.3.3 If the Agency requires service of process to be made less than thirty (30) calendar days following the vendor's receipt, the Agency will advise the Vendor in writing of the deadline for service upon the party. The Credible Person Return of Service as cited in West Virginia Rules of Civil Procedure <http://www.courtswv.gov/legal-community/court-rules/civil-procedure/contents.html>, must be received by the Agency prior to the deadline for service. If the Vendor makes successful service but does not provide the Credible Person Return of Service prior to the deadline stated by the Agency, the Agency shall not be charged.

4.1.3.4 If the Vendor is unsuccessful at service of process after thirty (30) calendar days following receipt, the Vendor should contact the Agency to inquire whether further information is available. Likewise, the Agency requires the Vendor to provide any information secured by the Vendor regarding the location of the person to be served, within ten (10) calendar days in order to assist the Agency in its location efforts. This information can be mailed or emailed to the agency.

4.1.3.5 The documents not served by the Vendor shall be forwarded to the respective local office within ten (10) calendar days following the final attempt. Documents not served by the Vendor will be returned to the Agency with an explanation why the document was not served and documentation of dates, times, and addresses of all attempts. Upon return of an "unsuccessful" service of process, the Agency may request service of process from another Vendor.

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

4.1.3.6 All documents shall be served or returned to the Agency by the Vendor within forty-five (45) calendar days following receipt of the document from the Agency.

4.1.3.7 If the Vendor is making substantial progress and successful service is likely within fourteen (14) calendar days following the expiration of the 45-calendar day service period, the Vendor may request written approval of the Agency for an additional fourteen (14) calendar days for the service of documents on a particular case prior to the 45-calendar day service period.

4.1.3.8 The legal documents remain the property of the Agency until successful service is obtained and shall be returned to the respective local office within 10 calendar days from the request, regardless of status of the service.

4.1.4 Agency Request for service- The respective local office and the Vendor may mutually agree to the exchange of documents by using a mail service with tracking, if exchange in person is not practical. For in person pickup, all documents shall be picked up by the Vendor within three (3) calendar days of a request for service by the local office.

4.1.5 Tracking and Compliance- The Agency will maintain a log of documents submitted for service of process to the Vendor. See **Attachment C**.

4.1.5.1 A copy of the log, listing the documents being given for service, will be provided to the Vendor with the documents for service. The Agency will track the date of the receipt by the Vendor and the date of return to the Agency.

4.1.5.2 The copy of the log will serve as the cover sheet/verification of vendor's receipt of all listed documents. If a specific deadline for service has been identified by the Agency for the Vendor, such date must be noted on the Agency's log.

4.1.5.3 By use of said log, each respective local office will ensure that the Vendor has no more than twenty (20) documents for service at any point in time to insure efficient and prompt service to the agency. If twenty (20) documents are outstanding with the Vendor, the Vendor

REQUEST FOR QUOTATION
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must return a number of documents before he/she shall be given a like number of new documents for service. Likewise, the Vendor should not accept more than twenty (20) documents for service from a respective local office.

4.1.5.4 If a Vendor fails three (3) times (i.e., three documents) to comply with the time limits prescribed herein, then the Agency has the discretion whether to contact the Vendor for additional service of process until all service documents are brought up to date. After a Vendor has failed to comply a fourth time with the time limits prescribed herein, the Agency has the discretion to discontinue or limit its use of the Vendor's services. The agency's recourse after above stated failed service would be to use that county's Sherriff for service.

4.1.5.5 Non-compliance of these requirements can result in a formal Vendor complaint being filed with the West Virginia Department of Administration Purchasing Division. If non-compliance continues, the contract may be cancelled.

4.1.6 Changes of Law- If changes are enacted in Federal or State law, which amend the law relating to the service of process, each contract granted pursuant to this RFQ will be automatically and impliedly amended to comply with the change. All Vendors will be required to comply with the changes in the law or the contract may be terminated by the Agency. Any change in Federal or State law which makes the performance of this contract illegal shall be deemed to void the contract as of the effective date or enactment of said law.

4.1.7 Vendor Responsibilities- The Vendor shall be responsible for establishing and maintaining space. The Vendor's operational standards shall include but are not limited to maintaining a staffed office or employing staff with residence within 100 miles of any address within a county the Vendor serves to ensure service.

4.1.7.1 The Vendor shall require all employees or contractors to execute a confidentiality statement that all employees or contractors of the Vendor will secure and protect the documents and personal data on the Agency's documents against unauthorized access.

REQUEST FOR QUOTATION
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- 4.1.7.2** The Vendor shall provide a written statement to the Agency of confidentiality statements prior to the employee or contract's receipt of the Agency's documents.
- 4.1.7.3** The Vendor must require each employee or contractor to identify to the Vendor in writing if he or she or a member of his/her family is a party in a support case in the State of West Virginia.
- 4.1.7.4** The Vendor must prohibit the employee or contractor so identified from access to the documents related to such case(s).
- 4.1.7.5** The Vendor shall submit detailed invoices monthly for services provided. A description of the document being served must be included by the Vendor on the invoice. Invoices should be received in the local Agency office at least once per month. State law forbids said invoices to be paid in advance of services provided.
- 4.1.7.6** The Vendor shall provide its mailing address, telephone number(s), and email address to the Agency. The Vendor shall advise the Agency of any change in telephone number within twenty-four (24) hours of the change. The Vendor shall advise the Agency of any change in the mailing and email address within five (5) calendar days of any change. Likewise, the Agency will provide the Vendor with the contact information for each local office in the same manner.
- 4.1.7.7** The Vendor shall return telephone calls and messages, as well as email messages, from the Agency within 48 hours of its receipt from the Agency.
- 4.1.7.8** The Vendor shall make the necessary individual available as a witness in the event that testimony is required as a result of the Service of Process. The Agency shall not be charged for such service.
- 4.1.8** Service of Process by Sheriff- The local office, at its sole discretion, may use the Sheriff in the appropriate county for the service of legal documents. When the Agency's local office determines, in its sole discretion, that service by the Sheriff is not appropriate or available, the Vendor shall provide service of legal documents pursuant to the

REQUEST FOR QUOTATION
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requirements of the West Virginia Rules of Civil Procedure. Further, if the Agency receives “unsuccessful” service of process by the Sheriff, the Agency may request service of process by the Vendor.

5. CONTRACT AWARD:

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

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

If responding on paper, Vendors should insert their lump-sum fee for each region as the Rate Per Customer - Unit Price for its matching Commodity line number (on the printed CRFQ document), then multiply the bid Rate Per Customer - Unit price by the Estimated Total Customers (unit of measure) Each listed to calculate and insert the Extended Total for each Line. If responding electronically in WVOASIS, Vendors should input their Rate Per Customer or Unit Price, the calculation should be done automatically, however, Vendors are encouraged to check their pricing before submitting their bids.

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.

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

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

If unable to fulfill the request, the Vendor must provide a written waiver to the Agency (within this same 48 hours) which indicates their summary reason for waiving the Agency's request. Failure to provide this written waiver within the time frame shall serve as an automatic waiver, allowing the Agency move to the next priority vendor for the county. Repeatedly providing a waiver, or repeatedly failing to meet the deadline for providing the waiver may be considered Vendor Default (See Section 10). If Vendor is requested by Agency to provide services in a county for which it is NOT awarded a contract, Vendor should immediately contact the Agency to notify them of the erroneous request (ie, to avoid being considered as having provided a default waiver by failing to respond at all).

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

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

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

**REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service**

- 7. PAYMENT:** Agency shall pay per the unit price as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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

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

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

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

REQUEST FOR QUOTATION
CRFQ CSE2000000002 - Supplemental Process Service

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Nathan E. Crum
Telephone Number: 304-534-9633
Fax Number: N/A
Email Address: ncrum@docuserve.pro

CRFQ CSE2000000002 - Supplemental Process Service

	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 1</u>			
Brooke County Hancock County Marshall County Monongalia County Ohio County Preston County Tyler County Wetzel County	2,022	\$ 40.00	\$ 80,880.00
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 2</u>			
Jackson County Mason County Pleasants County Ritchie County Roane County Wirt County Wood County	1,180	\$ 50.00	\$ 59,000.00
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 3</u>			
Cabell County Putnam County Wayne County	992	\$ 60.00	\$ 59,520.00
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 4</u>			
Kanawha County	1420	\$ 50.00	\$ 71,000.00

	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 5</u>			
Boone County Lincoln County	567	\$ 85.00	\$ 48,195.00

Logan County			
Mingo County			
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 6</u>			
Braxton County			
Clay County			
Fayette County			
Greenbrier County	971	\$ 90.00	\$ 87,390.00
Monroe County			
Nicholas County			
Pocahontas County			
Summers County			
Webster County			
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 7</u>			
McDowell County			
Mercer County	1,134	\$ 85.00	\$ 96,390.00
Raleigh County			
Wyoming County			
	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 8</u>			
Berkeley County			
Grant County			
Hampshire County			
Hardy County	881	\$ 75.00	\$ 66,075.00
Jefferson County			
Mineral County			
Morgan County			
Pendleton County			

	Estimated total customers (Unit of Measure) Each	Rate per customer - Unit Price	Extended Cost
<u>Region 9</u>			
Barbour County			
Calhoun County			
Doddridge County			
Gilmer County			
Harrison County	1,670	\$ 40.00	\$ 66,800.00

Lewis County			
Marion County			
Randolph County			
Taylor County			
Tucker County			
Upshur County			

OVERALL TOTAL COST:	\$635,250.00
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DocuServe, LLC

Vendor Name

714 Venture Drive #229, Morgantown, WV 26508

Vendor Address

304-534-9633

Vendor Phone Number



Vendor Signature

ncrum@docuserve.pro

Vendor Email Address

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: Nathan E. Crum (DocuServe LLC)

Authorized Signature: *[Signature]* Date: 09/25/2019

State of West Virginia

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 25 day of September, 2019

My Commission expires April 26, 2021.

AFFIX SEAL HERE **NOTARY PUBLIC** *Tina M Rouse*

