



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

# Request for Quotation

RFQ NUMBER
CSE80625

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2007				

BID OPENING DATE: 06/28/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		990-52-01-001		
OPEN-END BLANKET CONTRACT						
OPEN END CONTRACT FOR PROCESS SERVERS PER ATTACHED						
<p>THE MISSION OR PURPOSE OF THIS REQUEST IS TO PROVIDE SUPPLEMENTAL PROCESS SERVICE FOR THE BUREAU FOR CHILD SUPPORT ENFORCEMENT (BCSE) FOR THE PURPOSE OF SERVING CHILD SUPPORT PAPERS TO ABSENT PARENTS, CUSTODIAL PARENTS, AND ANY OTHER PARTIES CONCERNED PURSUANT TO THE REQUIREMENTS OF RULE 4 OF THE WEST VIRGINIA RULES OF CIVIL PROCEDURE.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON _____, 2007, AND SHALL EXTEND FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THE "REASONABLE TIME" THE VENDOR MAY TERMINATE THE CONTRACT FOR ANY REASON UPON GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE DIRECTOR OF PURCHASING. NOTICE BY VENDOR OF INTENT TO TERMINATE WILL NOT RELIEVE VENDOR OF THE OBLIGATION TO CONTINUE TO PROVIDE SERVICES PURSUANT TO THE TERMS OF THE CONTRACT.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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 CHILD SUPPORT ENFORCEMENT  
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<p>THIS CONTRACT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE AGENCY AND THE VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE ACCORDANCE WITH THE ORIGINAL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE-YEAR PERIODS.</p> <p>QUANTITIES:            QUANTITIES LISTED IN THIS REQUISITION 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.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 11, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:             ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>REV. 04/11/2001</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><b>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</b></p> <p><b>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</b></p>						

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

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

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<p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)            IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE            ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM            5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER FILE 22</p> <p>RFQ. NO.: CSE80625</p> <p>BID OPENING DATE AND TIME: 6/28/2007 @ 1:30 PM</p> <p>A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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

**RFQ CSE80625**

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

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

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

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

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

The Vendor will not be an exclusive provider of the commodity and or service. The local office, at its sole discretion, may use either the Vendor or 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 requirements of Rule 4 of the West Virginia Rules of Civil Procedure.

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

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

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

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

If a Vendor does not offer services to all counties within a region per the listing below, then the Vendor must identify the counties in which service is provided, as well as regions. The Vendor may receive requests for service of process from any office of the Agency; however, if the Vendor has not been awarded the bid for that geographical area, he/she may not serve that process and should notify the requesting Agency office in order for the requestor to contact the proper process service company or entity.

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Region 4 is operated by a private contractor; no bids are being sought for that region. Bids will be accepted by region or county. The State reserves the right to issue multiple contracts. Awards will be made to those vendors who meet the technical requirements and submit the lowest bid.

Regions and estimated yearly quantities are as follows:

		<u>LOCAL OFFICE</u>	
Region 1:	Brooke County	Covered by Hancock County	68
	Hancock County	Weirton	135
	Marshall County	Moundsville	134
	Ohio County	Wheeling	600
	Pleasants County	St. Marys	35
	Ritchie County	Harrisville	48
	Tyler County	Covered by Wetzel County	23
	Wetzel County	New Martinsville	47
	Wirt County	Elizabeth	21
	Wood County	Parkersburg	538
Region 2:	Braxton County	Sutton	60
	Calhoun County	Grantsville	61
	Gilmer County	Glenville	5
	Jackson County	Ripley	146
	Lewis County	Weston	52
	Mason County	Point Pleasant	202

		<u>LOCAL OFFICE</u>	
Region 2 (cont'd):	Nicholas County	Summersville	60
	Roane County	Spencer	66
	Upshur County	Buckhannon	36
	Webster County	Webster Springs	60
Region 3:	Cabell County	Huntington	385
	Putnam County	Hurricane	100
	Wayne County	Wayne	250
Region 4:	Kanawha County & Clay County – Privatized		
Region 5:	Boone County	Foster	29
	Lincoln County	Hamlin	25
	Logan County	Logan	305
	McDowell County	Welch	188
	Mingo County	Williamson	10
	Wyoming County	Pineville	45
Region 6:	Grant County	Petersburg	13
	Greenbrier County	Lewisburg	215
	Hampshire County	Romney	12
	Hardy County	Moorefield	21
	Mineral County	Keyser	10
	Monroe County	Union	70
	Pendleton County	Franklin	4
	Pocahontas County	Marlinton	65
	Randolph County	Elkins	31
Tucker County	Parsons	12	
Region 7:	Fayette County	Fayetteville	90
	Mercer County	Princeton	534
	Raleigh County	Beckley	497
	Summers County	Hinton	91
Region 8:	Berkeley County	Martinsburg	207
	Jefferson County	Charles Town	132
	Morgan County	Berkeley Springs	106
Region 9:	Barbour County	Phillippi	30
	Doddridge County	West Union	38
	Harrison County	Clarksburg	475
	Marion County	Fairmont	210
	Monongalia County	Morgantown	235
	Preston County	Kingwood	235
Taylor County	Grafton	70	

**Life of Contract:**

This contract becomes effective on \_\_\_\_\_, 2007 and shall extend for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time", the Vendor may terminate the contract for any reason upon giving thirty (30) days written notice to the Director of Purchasing. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Unless specific provisions are stipulated elsewhere in this contract, the terms, conditions, and pricing set herein are firm for the life of the contract.

This contract may be RENEWED upon the mutual written consent of the Agency and the Vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such Renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one-year periods.

**Quantities:**

Quantities listed in the requisition 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.

**Reporting:**

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

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

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

**Personnel:**

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

**Purchasing Affidavit:**

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

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

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY, WEST VIRGINIA

\_\_\_\_\_  
Plaintiff,

Civil Action #: \_\_\_\_\_

\_\_\_\_\_  
Defendant.

**CREDIBLE PERSON RETURN OF SERVICE**

This day \_\_\_\_\_, known to the undersigned authority to be a credible person over the age of eighteen (18), personally appeared before the undersigned authority and avers as follows:

I, \_\_\_\_\_, served the within \_\_\_\_\_ upon \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to \_\_\_\_\_, PERSONALLY, at \_\_\_\_\_, a true copy thereof in \_\_\_\_\_ County, West Virginia.

\_\_\_\_\_

STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_, to-wit:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**RFQ CSE 80625**  
**Cost Sheet**

The Agency is divided into nine (9) regions consisting of all fifty-five (55) counties. Region 4 is operated by a private contractor; no bids are being sought for that region. Bids will be accepted by region or county. The State reserves the right to issue multiple contracts. Awards will be made to those vendors who meet the technical requirements and submit the lowest bid.

Regions and estimated yearly quantities are as follows:

REGION 1	LOCAL OFFICE	ESTIMATED QUANTITIES	UNIT COST	TOTAL COST
Brooke County	Covered by Hancock County	68	\$ _____	\$ _____
Hancock County	Weirton	135	\$ _____	\$ _____
Marshall County	Moundsville	134	\$ _____	\$ _____
Ohio County	Wheeling	600	\$ _____	\$ _____
Pleasants County	St. Marys	35	\$ _____	\$ _____
Ritchie County	Harrisville	48	\$ _____	\$ _____
Tyler County	Covered by Wetzel County	23	\$ _____	\$ _____
Wetzel County	New Martinsville	47	\$ _____	\$ _____
Wirt County	Elizabeth	21	\$ _____	\$ _____
Wood County	Parkersburg	538	\$ _____	\$ _____
 REGION 2:				
Braxton County	Sutton	60	\$ _____	\$ _____
Calhoun County	Grantsville	61	\$ _____	\$ _____
Gilmer County	Glenville	5	\$ _____	\$ _____
Jackson County	Ripley	146	\$ _____	\$ _____
Lewis County	Weston	52	\$ _____	\$ _____
Mason County	Point Pleasant	202	\$ _____	\$ _____
Nicholas County	Summersville	60	\$ _____	\$ _____
Roane County	Spencer	66	\$ _____	\$ _____
Upshur County	Buckhannon	36	\$ _____	\$ _____
Webster County	Webster Springs	60	\$ _____	\$ _____
 REGION 3:				
Cabell County	Huntington	385	\$ _____	\$ _____
Putnam County	Hurricane	100	\$ _____	\$ _____
Wayne County	Wayne	250	\$ _____	\$ _____
 REGION 4:				
	Kanawha County & Clay County – Privatized			
 REGION 5:				
Boone County	Foster	29	\$ _____	\$ _____
Lincoln County	Hamlin	25	\$ _____	\$ _____
Logan County	Logan	305	\$ _____	\$ _____
McDowell County	Welch	188	\$ _____	\$ _____
Mingo County	Williamson	10	\$ _____	\$ _____
Wyoming County	Pineville	45	\$ _____	\$ _____
 REGION 6:				
Grant County	Petersburg	13	\$ _____	\$ _____
Greenbrier County	Lewisburg	215	\$ _____	\$ _____
Hampshire County	Romney	12	\$ _____	\$ _____

RFQ CSE80625  
COST SHEET CONTINUED

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REGION 6 CONTINUED:

Hardy County	Moorefield	21	\$ _____	\$ _____
Mineral County	Keyser	10	\$ _____	\$ _____
Monroe County	Union	70	\$ _____	\$ _____
Pendleton County	Franklin	4	\$ _____	\$ _____
Pocahontas County	Marlinton	65	\$ _____	\$ _____
Randolph County	Elkins	31	\$ _____	\$ _____
Tucker County	Parsons	12	\$ _____	\$ _____

REGION 7:

Fayette County	Fayetteville	90	\$ _____	\$ _____
Mercer County	Princeton	534	\$ _____	\$ _____
Raleigh County	Beckley	497	\$ _____	\$ _____
Summers County	Hinton	91	\$ _____	\$ _____

REGION 8:

Berkeley County	Martinsburg	207	\$ _____	\$ _____
Jefferson County	Charles Town	132	\$ _____	\$ _____
Morgan County	Berkeley Springs	106	\$ _____	\$ _____

REGION 9:

Barbour County	Phillippi	30	\$ _____	\$ _____
Doddridge County	West Union	38	\$ _____	\$ _____
Harrison County	Clarksburg	475	\$ _____	\$ _____
Marion County	Fairmont	210	\$ _____	\$ _____
Monongalia County	Morgantown	235	\$ _____	\$ _____
Preston County	Kingwood	235	\$ _____	\$ _____
Taylor County	Grafton	70	\$ _____	\$ _____

GRAND TOTAL: \$ \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_