



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
CSE11062

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
03/10/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT OPEN END CONTRACT BUREAU FOR CHILD SUPPORT ENFORCEMENT IS SEEKING TO VENDOR TO PROVIDE FOR THE CENTRAL COLLECTION, DISTRIBUTION AND TRACKING OF CHILD SUPPORT PAYMENTS MADE FOR CASES BEING ADMINISTERED UNDER THE WEST VIRGINIA BUREAU OF CHILD SUPPORT ENFORCEMENT, PER THE ATTACHED SPECIFICATIONS. A MANDATORY PREBID VENDOR PREBID CONFERENCE WILL BE HELD ON 3/21/2011 AT 1:30 PM AT 350 CAPITOL STREET, ROOM B-11/12 CHARLESTON, WV 25301. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

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

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

INSTRUCTIONS TO BIDDERS

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED 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</p>						

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<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

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<p>BUSINESS ON 3/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 3/21/2011 AT 1:30 PM IN RM B11/21 AT 350 CAPITAL STREET. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						

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<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

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CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----CSE11062----- BID OPENING DATE:-----4/7/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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***** THIS IS THE END OF RFQ CSE11062 ***** TOTAL:						

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BCSE RFQ Specifications # CSE11062

Purpose

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Health and Human Resources, Bureau for Child Support Enforcement, hereinafter referred to as "Agency", to provide for the centralized collection, distribution, and tracking of child support payments. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

The mission or purpose of the project is to ensure that all support payments are collected, tracked, and distributed efficiently and accurately, and that the majority of said payments, approximately 99%, are disbursed within twenty-four hours of receipt.

The Vendor/contractor, hereinafter referred to as the "Vendor," shall be responsible for providing a centralized system for the processing of all support payments received under the West Virginia Child Support Enforcement Program. This responsibility shall include, but is not limited to: receiving, opening, sorting, and imaging mail; depositing receipts into an interest bearing account; identifying the correct payor and payee when necessary; loading all required information into the On-line Support Collections and Reporting system, "OSCAR;" distributing money to the appropriate party based on a computer file generated by the OSCAR system by means of direct deposit, debit card, and check; and maintaining a Web-based payment option for non-custodial parents to initiate payments by Visa, Master Card, Debit Card, and through the Automatic Clearing House (ACH) network.

The Vendor shall in all circumstances meet the mandatory requirements set forth in this RFQ. Mandatory requirements are those which must be met by the Vendor as a part of the submitted bid. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

Background

- A. Since July 1988, the Agency has used the services of a local financial institution for its lockbox services in order to process and track receipts and make disbursements in relation to its child support enforcement

program.

- B. The services provided include, but are not limited to, traditional lockbox functions such as collecting mail from a dedicated post office box, sorting and batching the envelopes' contents, endorsing and depositing the remittances into an interest bearing account maintained by the Agency, providing detailed management reports to the Agency, and disbursing child support receipts by check, debit card, and through the ACH network, and establishing Web-based and telephonic payment options.
- C. Additional Services have included:
1. Loading remittance information into the data base of the Agency's OSCAR system for the purpose of updating payment, disbursement, and other case related information.
 2. Initial research on all remittances that contain incomplete or incorrect identifying information.
 3. Scanning all information received with all remittances.
 4. Receiving electronic funds transfers, including ACH/Electronic Data Interchange (EDI) transactions, as well as initiating outgoing wire transfers, ACH/EDI transactions, and direct deposits.
 5. Managing the debit card program for the disbursement of child support.
 6. Printing and mailing disbursement checks to custodial parents and non-custodial parents, as well as other properly identified and approved third parties, including out of state agencies, based on data transmitted to the Vendor each night by OSCAR.
 7. Routine banking and financial institution services such as stop payments, check re-issuance, and account reconciliation, and electronic disbursement reversals.
 8. Managing a Web-based payment and telephonic options for non-custodial parents and third parties to initiate the payment of child support through a Web site or toll-free telephone number by use of, at a minimum, a Visa, Master Card, Debit Card, or through the ACH network.
 9. Working closely with the Agency's State Disbursement Unit (SDU) liaison, who may be located on-site, to resolve "point of entry" problems, issues, and concerns.

Required Services

The Vendor:

- A. Shall assume full and complete responsibility for the cost and timely accomplishment of all activities and duties required by this RFQ and carry out those activities and duties in a competent and timely manner.
- B. Shall notify the Agency in writing within 48 hours of any personnel changes in the Vendor's management hierarchy that would be related to the successful operation of the contract resulting from this RFQ.
- C. Shall cooperate and communicate with the Agency in order to accomplish the successful performance of the responsibilities outlined in this RFQ.
- D. Shall agree that no aspect of its performance under the contract will be contingent upon the Agency's personnel or the availability of the Agency's resources, except for access to the OSCAR system and the training required to perform the contract, or for those actions arising out of the normal operation which can be expected in such contractual relationships.
- E. Shall submit in writing to the Agency immediately upon learning of any situation which could reasonably be expected to adversely affect the collection and distribution process a detailed account of the situation, including a recommendation for resolution whenever possible.
- F. Shall be responsible for and have full knowledge of current and detailed Federal and West Virginia laws, regulations, and guidelines promulgated thereunder which are pertinent to the IV-D collection and distribution process, as well as to the tasks and responsibilities outlined within this RFQ.
- G. Shall cooperate fully with any other Vendors/contractors that may be engaged by the Agency to work on the activities related to the collection and distribution process.
- H. Shall recognize and agree that any and all work performed outside the scope of this RFQ/Contract or without the consent of the Agency shall be deemed by the Agency as gratuitous and not subject to charge by the Vendor.

- I. Shall be liable for any improperly disbursed support payments when such improper payments occur as the result of normal day to day processing errors made by the Vendor or are otherwise attributable to the negligent or willful failure of the Vendor to adhere to the collection and performance standards established by the Agency, this RFQ/Contract, or State and Federal laws and regulations. The Vendor shall reimburse the Agency for any funds distributed to a wrong party and for any other costs incurred by the Agency from personal injuries and/or litigation arising from such wrongful distribution. Said funds will be immediately reimbursed upon presentation of documentation verifying the error, even if the Vendor has been unsuccessful with attempts to recover said funds.
- J. Shall maintain Web-based and telephonic payment options which must be user friendly and accessible by custodial parents, non-custodial parents, employers, etc. with credit card, debit card, and ACH initiated payment options available. The Agency shall send the Vendor a daily Web-based pre-registration file. The Vendor shall send the Agency the following daily files: Web-based payment responses, Electronic Funds Transfer (EFT) outgoing returns, and Web-based ACH and credit card payments and receipts/returns.
- K. The Vendor will allow for a minimum of four (4) Automated Teller Machine (ATM) withdrawals per month per customer from the financial institution's ATM network at no cost to the debit card holder.
- L. The Vendor will maintain a 24/7 toll-free debit card customer service line and internet site with no cost to the customers for the purposes of:
- Choosing or changing a Personal Identification Number (PIN);
 - Reporting lost or stolen cards;
 - Requesting replacement cards;
 - Checking remaining account balances;
 - Locating the nearest network ATM; and
 - Resolving any other questions/issues regarding use of the card.

M. The Vendor will submit a monthly report, which provides debit card information for the preceding month's activities, including but not limited to:

- The total number of cards issued;
- The total number of cards cancelled;
- A list of accounts with balances having no customer usage during the preceding six month period; and
- A list showing debit cards mailed but not activated.

[If necessary, other reports may be added during the transition phase of the project as required by the Agency.]

N. The Vendor will provide at least one network ATM in each of West Virginia's 55 counties.

Mandatory Requirements

Access Requirements:

To insure compliance with the contract and for any other reason the Agency deems appropriate for the effective and continuing operation of the centralized collection and distribution process, the Agency and its authorized representatives and designees shall at all times have the right to enter any premises of the Vendor used in the performance of the contract, including the centralized collection and distribution operations site, or such other place where duties of the contract are being performed. The Agency's right of access shall be exercised in order to inspect, monitor, or otherwise evaluate the work performed or being performed therein, or to elicit information concerning the operation of the centralized collection and distribution function. All such instances of access shall be undertaken in such a manner that will not unduly disrupt the Vendor's operations or performance under the contract, and shall be coordinated through the responsible Vendor representative and account officer.

Confidentiality of Respondent and Client Information:

A. The Vendor, its officers, agents, employees and subcontractors shall treat all information, including Federal and State tax information, with particular emphasis on information relating to customers and litigants, which is obtained through performance under the contract, as confidential information to the extent required by the laws of the State of West Virginia and of the United States,

as well as any regulations promulgated thereunder.

1. All individually identifiable information relating to any customer and litigant shall be held confidential and shall not be disclosed by the Vendor, its officers, agents, employees, or contractors without the prior written approval of the Secretary of the Department of Health and Human Resources or his/her designee.
 2. The Vendor may not at any time furnish case file information or documentation to any requesting customer or litigant.
 3. The use of information obtained by the Vendor in the performance of its duties under any contract resulting from this RFQ shall be limited to those purposes directly connected with such duties.
 4. The Vendor shall advise the Agency within 48 hours of any and all requests received for information described in this RFQ.
- B. The Vendor shall be responsible for assuring that any agreement between itself and any of its officers, agents, employees, or subcontractors contains a provision which strictly adheres to the provisions of confidentiality as described in this section.

Payment Processing:

The Vendor shall provide the following services in relation to processing payments, which are received by mail, electronically through the ACH network, through the Web-based payment option, or through any other means or medium.

- A. Mail Extraction and Scanning Equipment

The Vendor shall be responsible for supplying, programming, and implementing Mail Extraction Equipment. This equipment must provide scanned electronic images that will be transmitted to a workflow environment for processing.
- B. Receipt of Mail:
 1. Shall maintain a post office box dedicated to the receipt of child support collections and related activities.
 2. All mail shall be transported directly to the Vendor's operations center each business day, unopened.

3. All mail shall be opened on the day of receipt. Every envelope received shall be candled in order to ensure that the entire content of each envelope is removed. Candling is the process of slitting all three sides of the envelope and laying it open on a lighted table. This process will be completed by the Vendor who will ensure that 99.999% of the time the entire contents of an envelope will be removed. All envelopes that contain correspondence shall be segregated from the other envelopes. The Vendor shall remove all correspondence from each such envelope and shall physically deliver both the envelope and the correspondence to the Agency's SDU liaison daily.
4. The Vendor shall review each receipt for the following exceptions:
 - a. Amount- When the written amount and the numeric amount disagree, the remittance documents shall be returned to the maker.
 - b. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is stale dated or post dated.
 - c. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker. The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, an endorsement not as drawn, a missing signature, or other appropriate reason. All legal endorsements shall be honored.
 - d. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from "Bureau for Child Support Enforcement" the envelope, along with all of the related information, shall be forwarded to the Agency for further processing.
5. After removing the documents from the envelopes and sorting

the payments from the correspondence, the Vendor shall immediately endorse each payment: "For Deposit to the Account of the Within Named Payee." The endorsement shall clearly include the date the mail is received by the Vendor.

C. Document Imaging and Retrieval

1. Vendor shall provide a scanning solution to securely transform payments and correspondence into electronically retrievable information which can be quickly accessed by the Agency and Vendor's staff.
2. Vendor's scanning solution must provide for the safe and secure electronic capture, storage, retrieval, and distribution of all documents retrieved from the post office box, including checks and payment documentation.
3. Vendor shall provide the Agency with the electronically imaged information on a daily basis.
4. The electronically imaged information must be provided in a format that allows Agency staff to instantaneously retrieve the secured, electronic documents from their desktops for viewing, annotating, faxing, printing, or e-mailing.

D. Deposits:

1. All payments shall be deposited into an interest bearing Daily Deposit Account (DDA) within twenty-four hours of receipt. All monies shall be deposited into a financial institution which is designated or eligible to be designated as a State Depository pursuant to West Virginia Code, Sections 12-1-1 et seq., in addition to being a direct participant in the Federal Reserve Automated Clearing House System. Receipts not deposited in the Agency's account shall be secured in an Office of Management and Budget (OMB) approved safe when they are not being processed. The Vendor shall maintain records that will disclose the dates that payments are received and subsequently deposited. Performance of this standard will be measured periodically by review of the Vendor's office records.
2. The Agency's operating account shall be established as a zero balance account with a corresponding interest bearing account. The Vendor will debit/credit the interest bearing account daily

based on the monetary needs of the Agency's operating account. The interest bearing account shall bear a variable interest rate based on such interest indices as shall be mutually agreed upon, including but not limited to, the current T-Bill rate, Fed Funds, or Standard Savings indices. The spread on this rate shall be part of the cost proposal to this RFQ. The Agency understands that there will be balance requirements attached to any account for which a rate is quoted. The Vendor shall provide full disclosure with regard to the computation of any rate applied to the Agency's interest bearing account.

3. The Vendor shall have the right to charge the Agency's operating account for any checks that have not been honored by the drawee bank and subsequently returned. Said checks, along with the debit advice, shall be forwarded to the Agency along with the daily attachments.
4. In those instances where the financial institution's processing center is physically located outside the Charleston, West Virginia, area, rather than transporting the receipts to the processing center by a courier who might be delayed by inclement weather, the Vendor must use electronic cash letters prepared in Charleston where the receipts are received which reduce the receipts to digital images and electronically forward them to the operational center to process and make all deposits to the Agency's account, so that, pursuant to Federal mandate, the daily receipts will be credited to the Agency's account on the same day they are received.

E. Entry of Payment Information into OSCAR:

1. Payments shall be sorted into two categories for processing:
 - a. Payments accompanied by remittance documents, whether generated by OSCAR or an employer, shall contain the necessary information for processing into the OSCAR system without further inquiry. Entry should be made based on information contained on the remittance.
 - b. Payments not accompanied by remittance documents, or remittance documents that have been determined to contain incomplete or erroneous information, shall require the Vendor to inquire into the appropriate OSCAR data files in order to identify the appropriate and correct case related information. Every available related resource shall be utilized in an effort to identify the payment. If the payment is

still unidentified after all resources have been exhausted, the Vendor shall enter the receipt as an "Unidentified Receipt."

2. Payment information, with the reconciliation record included, must be entered into OSCAR by the receipts file created by the Vendor's mail extraction and scanning equipment.
3. Whenever necessary, hand-keying of the information into OSCAR is acceptable.

F. Balancing Batch Entries to the Daily Deposit:

All payments entered into OSCAR on any given day must balance to the total amount deposited to the Agency's account for that day. Once the day's receipts have been entered and balanced to the deposit, the Vendor shall reconcile the batch as being complete. The batch will then be processed and the payments allocated by a nightly programming job in the OSCAR system which is controlled by the Agency. Each day's receipts shall be processed and included in an approved batch on the same day they are received.

G. Error Rate:

1. The Vendor shall not exceed a processing error rate of two one hundredths of one percent (.02%). This error rate shall be calculated by dividing the number of errors by the total number of receipts processed in any one month: i.e., $100 \text{ errors} / 80,000 \text{ receipts} = .00125\% \text{ error rate}$. Payments may be defined as all those payments received that are to be credited to a non-custodial parent's account, whether single or multiple accounts, and those that are ultimately credited to the operating account as unidentified. An error exists if there is a failure to process a receipt within the payment processing standard, a failure to credit the correct amount to the appropriate case or unidentified category, or failure to identify or credit the correct OSCAR case to which a payment should be processed given the identifying information provided. Failure to process a payment entirely from receipt through credit to an OSCAR case shall be counted as an error for inclusion in the error rate calculation.
2. Each month the Vendor shall take a sampling of the payment transactions from the previous month using standard statistical sampling techniques that shall allow the disclosure of an accuracy

rate of 99.8% or an error rate of no more than .2 %, with a 95% confidence level and a standard deviation of no more than .1%. The Vendor shall perform the sampling monthly, including in the universe all those receipts received in the previous month. All the work papers and sample transactions shall be retained by the Vendor from audit period to audit period and may then be discarded. A summary of this sampling, including the error rate calculation, will be provided to the Agency each month.

3. The monthly analysis of the payment processing error rate shall be conducted by the Vendor and verified by the Agency. The Agency, at its option, may conduct its own analysis, which will take precedence over the Vendor's analysis.

H. **Project Management**

1. The Vendor must provide a proposed work plan which demonstrates that the Vendor can provide the products and services which are the subject of this RFQ.
2. The Vendor must use a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines (<http://www.pmi.org>). Microsoft Project or comparable software tools must be used to develop the work plan that includes tasks, milestones and deliverables. The Vendor must accomplish the work plan milestones and deliverables as scheduled. The Vendor shall designate a full-time project manager.
3. The Vendor must provide a list of all deliverables and the due date of those deliverables by task. The Vendor shall provide a ten (10) workday review period by the State, a five (5) day revision time by the Vendor and an additional five (5) day re-review period by the State.

Disbursement Process:

Each business day, the Agency shall transmit to the Vendor data files containing information for payees to whom disbursements are to be effectuated. The Vendor's responsibilities will include:

- A. Check Stock:

The Vendor shall maintain on hand sufficient supplies of checks to allow for the generation of checks for at least two months. Checks will be used for those disbursements not made by ACH or Debit Card.

- B. The Vendor shall be required to maintain a log of dates, time and check numbers provided to the Agency.
- C. Receipt of Disbursement Information:
1. The computer data files containing disbursement information to be used in printing child support checks, effectuating ACH disbursements, or uploading Debit Card information shall be electronically transmitted to the Vendor by the Agency's computer center, Management Information Services (MIS), as follows:

The check files and Debit card files shall be transmitted at 6:00 a.m.

The ACH files shall be transmitted at 2:00 p.m.
 2. The Vendor shall maintain a log which records the date and time the disbursement data files were received from the Agency and the respective disbursement dates the data files represent.
- D. Check Printing and Mailing:
1. Each day, the Vendor shall print all of the checks required as a result of the previous business day's OSCAR nightly account processing which appears on the daily OSCAR disbursement data file. These checks shall meet the definition of negotiability as set forth in West Virginia Code Section 46-3-104.
 2. The Vendor shall hold the checks until 12:00 PM in order to allow the Agency time to review the disbursements file and, as may be necessary, request checks to be pulled and not disbursed.
 3. All checks printed each day shall be prepared for mailing and delivered by the Vendor to the US Postal Service no later than 3:00 PM that day. (The per check fee to be quoted by the prospective Vendors in their cost proposals should include the postage amount for mailing.) The envelopes used for mailing shall clearly display the Agency's return address so that undeliverable checks will be returned to the Agency and not the Vendor.
 4. The Vendor shall be required to include envelope stuffers with the

disbursement checks from time to time. Stuffers are defined as client notification information prepared by the Agency. These stuffers must be tri-folded letter sized.

5. The Vendor shall provide the Agency with a monthly statement of all checks written, ACH transactions initiated, and Debit Card uploads from the collection/disbursement operations account. The Agency prefers this statement be provided in secure electronic format. The Vendor must return a file to the Agency containing the check number and check date for every disbursement record sent in the initial check file. Furthermore, the report must be in a format that can be converted to a compact disc (CD) and the Vendor must provide the Agency with a minimum of three CD copies of this report. This report must provide the following information and features:
 - a. Must show all returns and exceptions, including checks and ACH transactions. This must include not only items that have been sent to the Agency for payment of court-ordered child support, but also outgoing child support payments which are returned to the Agency due to "no account," "account closed," etc.
 - b. Must show checks paid in descending order by check amount as well as showing checks paid in ascending order by check number;
 - c. Must show account balance and transaction detail;
 - d. Must contain a one-page account summary, including:
 - (1) Opening ledger;
 - (2) Credits;
 - (3) Debits;
 - (4) Closing ledger;
 - (5) Total float;
 - (6) Float adjustment;
 - (7) Total monthly credits;

- (8) Total monthly debits;
 - (9) Average debits and credits, both monthly and year to date;
 - (10) Total ACH credits;
 - (11) Total ACH settlement debits;
 - (12) Total checks paid; and
 - (13) Total deposited items returned.
- e. Must show opening ledger, closing ledger, closing available, one day float and 2+ days float.

E. Debit Card:

1. Vendor's Responsibility:

- a. The Debit Card shall be a branded VISA or MasterCard, shall operate via the VISA or MasterCard network, shall be accepted by any participating merchant, and shall allow for PIN based and signature based purchases.
- b. The Debit Card must be "Regulation E" compliant. The Agency is a government entity, and Section 205.15 of Regulation E applies.
- c. The Vendor will assume all "Regulation E" responsibility for the Debit Card, including the providing of monthly statements by mail to cardholders. At the cardholder's option and agreement, secure electronic copies available on the website may be substituted for paper copies.
- d. The Vendor will accept, at a minimum, the following data elements to establish a customer account:

First Name

Last Name

Address Line 1

Address Line 2

City

State

Zip Code

Phone Number (if known)

Social Security Number

Date of Birth

OSCAR PIN Number

- e. The Debit Card must perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.
- f. The card must operate as a Debit Card and have no line of credit associated with it.
- g. The Vendor will provide and issue the initial cards to the customers at no cost to the Agency.
- h. The Vendor will issue a Debit Card to the customer within 15 days after receipt of the account set-up information from the Agency.
- i. The day after receiving the enrollment file from the Agency, the Vendor will notify the Agency that the account is ready to accept deposits and will provide the Agency with the account number.
- j. The Vendor will be responsible for the issuance of replacement Debit Cards to the cardholders. The Vendor shall issue one free replacement Debit Card per cardholder per year. Thereafter, each cardholder will be responsible for paying the cost of any subsequent replacement cards.
- k. The network must be accessible to customers and the technology used must be currently active and available throughout the state.
- l. Due to the anticipated volume, there must be an automated procedure for an electronically secure data connection to accept customer account information on a daily basis (i.e., new accounts, updates), requiring no manual entry of data

by the Agency.

- m. Funding transactions from the Agency to the financial institution will be made according to the National Automated Clearing House Association (NACHA) approved Cash Concentration of Disbursement accompanied by one addenda record (CCD+) format for child support transactions.
- n. Funds must be processed and credited to the customer's account so that they are available by close of business on the day that the funds settle to the financial institution.
- o. The Vendor will allow the Agency to initiate, if necessary, reversals for any customer entries made in error to the account, per NACHA regulations.
- p. The Vendor must be Federal Deposit Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLIC), or National Credit Union Savings Insurance Fund (NCUSIF) insured, affiliated with a VISA or MasterCard system, and EFT capable, using NACHA regulations.
- q. The Vendor must not deny any eligible customer referred by the Agency for participation in the Debit Card Program.
- r. The Cardholder may not make deposits or add value to the card.
- s. The Cardholder will not be able to obtain checks or negotiate checks against the card or the underlying account.
- t. The Vendor will provide the cardholders with the instructional material associated with the card at no cost to the Agency.
- u. The Vendor will notify the customers in advance of changes in policy that affect them and/or their accounts at no cost to the Agency.
- v. The Vendor will notify the Agency in advance of any changes effecting cardholders at no cost to the Agency.
- w. The Vendor will treat any cardholder of the Agency's Debit Card as it would any cardholder of a non-agency card. This

will include all services provided to all cardholders of the financial institution's Debit Card that are not in conflict with any of the above listed guidelines.

- x. The Vendor will provide, at a minimum, monthly status reports during the transition, testing, and implementation phases of the project. The report will contain, at a minimum, the following items:
 - Tasks that were completed that month;
 - Tasks to be completed the following month; and
 - Outstanding issues that need to be resolved.

- y. Due to the numbering scheme currently in use, new cards and new numbers may have to be issued to existing BCSE debit card customers, at the Vendor's expense.

2. The State's Responsibilities:

- a. The Agency will initially refer only those customers that had four or more distributions during the preceding 12 month period.
- b. Thereafter, the Agency will only refer new customers when any of the following occur:
 - The customer's case with the Agency changes from an establishment case to an enforcement case;
 - The customer opens a new case with the Agency as an enforcement case; or
 - The customer has a distribution in a case which does not already have a Debit Card.
- c. Customers will not be referred to the Vendor if they meet the Agency's exception criteria which limits their ability to access account funds electronically.
- d. The Agency will inform the Vendor when a customer is no longer required to have a Debit Card.
- e. The Agency will continue to provide its customers with both a 24/7 Interactive Voice Response System and an internet site which allow customers to access case payment and other child support information. Through these systems, the parent can find the date the payment applied to his/her cases(s).

3. Required Scope of Work for Debit Cards:

- a. The Vendor will allow the Agency to provide a name for the Debit Card.
- b. The Vendor will allow the Agency to choose an appropriate graphic for Debit Card from the graphics available through the partner financial institution.
- c. The Vendor will allow the Agency to provide a graphic for the Debit Card if a suitable graphic is unavailable through the financial institution.
- d. The Vendor will allow the Debit Card to remain active until the Agency indicates otherwise.
- e. The operating network will make every effort to disallow any transaction that causes the cardholder to exceed the amount available in the account and will be responsible for recoupment of any overdraft from the cardholder at no cost to the Agency.
- f. The Vendor will not charge a monthly account fee to the Agency or the Cardholder.
- g. The Vendor will allow for withdrawals at the financial institution's teller window at no cost to the cardholder.
- h. The Vendor will allow the cardholder to choose and change a PIN.
- i. The Vendor will allow the Agency to have the final approval of the instructional materials provided with the Debit Card.
- j. The Vendor will notify the Agency when a Debit Card is returned by the United States Postal Service as undeliverable, and must allow for the automatic re-issuance of debit cards that have been returned as undelivered when a new or updated address for the cardholder is received.
- k. The Vendor will send daily response data files which will inform the Agency of the date the account is created and its associated account number. If the account cannot be created, the appropriate error reason will be sent in the response files.
- l. The Agency and the Vendor will exchange any cardholder demographic changes, including name and address changes, in a daily batch file that will update the cardholder information so that the cardholder does not need to make multiple calls to accomplish demographic changes. The Vendor will also send the Agency daily account and card

status changes.

- m. The Agency would like for the Debit Card cardholders to have the option to have ongoing monthly bills automatically debited from their child support accounts. These automatic monthly debits will be made only if sufficient funds exist to make the required payment. At no time will a payment be made that creates a negative balance.
- n. As a general rule, Debit Cards will not be sent to individuals residing in foreign countries. However, each potential occurrence may need to be dealt with on an individual basis. The Agency recognizes there may be limitations for issuing foreign cards. Therefore, the successful Vendor will work with the Agency to resolve these issues.
- o. The Vendor will begin issuing the initial Debit Card to customers no later than six months after the date of the contract.
- p. The Vendor will begin to accept initial deposits from the Agency no later than 10 days after the initial cards are distributed to the cardholders.
- q. When requested by the cardholders, the Vendor shall send them e-mail or text messages informing them of deposits to their Debit Cards.

F. Reporting:

- 1. The Vendor shall prepare for the Agency a detailed daily listing of all checks printed, ACH disbursements effectuated, or Debit Cards uploaded which will include the payee, amount paid, date paid, and the check or trace number or Debit Card upload identifying information as may be appropriate.
- 2. Each month the Vendor shall provide the Agency with a status report of the Agency's operating and interest bearing accounts as of the last business day of the month. This report will include, at a minimum, deposit amounts credited to the account, disbursements charged against the account, and a list of outstanding checks.
- 3. The Vendor shall make daily cash management information available to the Agency on-line. This information shall include normal account information, including one day float and extend float information.

4. The Vendor must provide the Agency with the ability to:
 - a. See, approve, and pay or return items that have been rejected due to stop pay, duplicate items, stale dated checks, etc.;
 - b. Electronically transfer money between the Agency's accounts or to send money to an individual third party or outside bank account (this ability entails generating a check without linking it to a specific case);
 - c. Stop payments on checks as well as remove stop payment requests;
 - d. Research, identify, and print copies of credits to the Agency's accounts resulting from recall request of outgoing ACH transactions;
 - e. Research and retrieve images of paid items; and
 - f. Research and print images of incoming items.

G. Disbursement Errors:

1. The Vendor shall ensure that all disbursements will be made for the correct amount and to the correct beneficiary. An error exists if there is a failure to disburse funds within the established performance standard. Failure to verify the accuracy of the disbursement dates on the Agency's disbursement file so that duplicate payments are issued will result in disbursement errors being charged against the Vendor. Reimbursement to the Agency for such errors is expected.
2. Performance under this standard shall be monitored by the Agency. The Agency's local offices will report potential disbursement errors and the Agency will review and verify the existence or non-existence of any reported errors. Errors that result in the disbursement of funds for the wrong amount or to the wrong individual will result in the Vendor being liable to the Agency for the full amount of said funds, as well as any related costs and expenses incurred by the Agency in each and every case.
3. The potential for loss resulting from disbursement errors through the use of Direct Deposit or Debit Card is greater than with check

disbursements. This fact is due to the elimination of float funds and the immediate availability of funds to the recipient. Errors attributed to the Vendor and resulting in a loss to the Agency will result in the Vendor's being liable for a full reimbursement to the Agency after a written request with supporting documentation attached is presented to the Vendor by the Agency.

H. File Transfers

All file transfers shall be made with Sterling's Connect Direct software or its equivalent. These files include:

File Description	Created by	Frequency
File of checks Requested to be printed	WV BCSE	Monday-Friday
Checks requested response file containing check numbers and check date	BANK	Monday-Friday
File containing Paid/Cashed or Voided checks	BANK	Monday-Friday
Incoming ACH receipts (Employers, Out-of-State (OOS) agencies)	BANK	Monday-Friday

File Description	Created by	Frequency
Outgoing ACH disbursements (Direct Deposit, Debit Cards & OOS ACH)	WV BCSE	Monday-Friday
Response file from the outgoing ACH file	BANK	Monday-Friday
Debit card enrollment file	WV BCSE	Monday-Friday
Debit card acknowledgments file (includes DDA numbers)	BANK	Monday-Saturday
Debit card file for demographic & card status updates	BANK	Monday-Saturday
Web based payment response file	BANK	Monday-Friday
Web based payment Pre-Registration file	WV BCSE	Monday-Friday
Web based ACH & Credit Card payments. Receipts>Returns file	BANK	Monday-Friday

File Description	Created by	Frequency
EFT outgoing returns file	BANK	Monday-Friday
Receipts from Document Imaging System	BANK	Monday-Friday

Repayment Lockbox Services:

- A. The Vendor shall be responsible for collecting, processing, and depositing all payments forwarded to a separate lockbox designated for repayments and receipt of expense reimbursements. This lockbox shall be separate and in addition to the operations lockbox established for regular support payments. These remittances will represent payments made to the Agency for situations in which there was an incorrect or over-distribution of child support collected, as well as reimbursements established by court order for expenses incurred by the Agency, such as court costs or paternity testing.
- B. The Vendor shall provide the following repayment processing services:

Mail Extraction and Scanning Equipment

The Vendor shall be responsible for supplying, programming, and implementing Mail Extraction Equipment. This equipment must provide for scanned electronic images that will be transmitted to a workflow environment for processing.

Receipt of Mail:

1. Shall maintain a post office box dedicated to receiving mail relating to repayments and expense reimbursement.
2. All mail shall be transported directly to the Vendor's operations facility each business day, unopened.

3. Once at the Vendor's, all mail shall be opened on the day of receipt. Every envelope received shall be candled in order to ensure that the entire contents of each envelope is removed. Candling is the process of slitting all three sides of the envelope and laying it open on a lighted table. This process will be completed by the Vendor who will ensure that 99.999% of the time the entire contents of the envelope will be removed. All envelopes that contain correspondence shall be segregated from the other envelopes. The Vendor shall remove all correspondence from each such envelope and shall physically deliver both the envelope and the correspondence to the Agency's SDU liaison daily.
4. An electronic copy of each remittance document shall be made on the day the remittance is received. The electronic copy and any documentation included with the remittance shall be forwarded to:

The Bureau for Child Support Enforcement
Repayment Unit
5. The Vendor shall review each receipt for the following exceptions:
 - a. Amount- When the written and numerical amount disagree, the remittance document shall be returned to the maker.
 - b. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is stale dated.
 - c. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker. The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, an endorsement not as drawn, a missing signature, or other appropriate reason. All legal endorsements shall be honored.
 - d. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly

different from "Bureau for Child Support Enforcement" the envelope, along with all of the related information, shall be forwarded to the Agency for further processing.

6. Document Imaging and Retrieval
 - a. Vendor shall provide a scanning solution to securely transform payments and correspondence into electronically retrievable information which can be quickly accessed by the Agency and Vendor's staff.
 - b. Vendor's scanning solution must provide for the safe and secure electronic capture, storage, retrieval, and distribution of all documents retrieved from the post office box, including checks and payment documentation.
 - c. Vendor shall provide the Agency with the electronically imaged information on a daily basis.
 - d. The electronically imaged information must be provided in a format that allows Agency staff to instantaneously retrieve the secured, electronic documents from their desktops for viewing, annotating, faxing, printing, or e-mailing.
7. After removing the payments from the envelopes and separating them from the correspondence, the Vendor shall immediately endorse each payment "For Deposit to the Account Within Named Payee," or other such legal endorsement as may be appropriate. This endorsement shall clearly include the date the mail is received by the Vendor.
8. All payments shall be deposited into the Agency's interest bearing repayment account within twenty-four hours of receipt. All monies shall be deposited into a financial institution designated or eligible to be designated as a State depository pursuant to West Virginia Code § 12-1-1 et seq., shall be a member of the FDIC, in addition to being a direct participant in the Federal Reserve Automated Clearing House System. This account shall be separate and in addition to the operations account established to receive regular child support payments. The Vendor shall establish a procedure whereby the repayment funds shall periodically be transferred to another account upon receipt of written

instructions from the Agency.

9. The repayment account shall be established as a "zero balance account" with a corresponding interest bearing account. The Vendor shall debit/credit the interest bearing account daily based on the monetary needs of the repayment account. The repayment interest bearing account will bear a variable interest rate based on based on such interest indices as shall be mutually agreed upon, including but not limited to, the current T-Bill rate, Fed Funds, or Standard Savings indices. The Agency realizes that there will be a balance requirement attached to any interest rate quoted for this account. The Vendor shall provide the Agency with full disclosure with regard to the method used by the Vendor to determine the applicable interest rate.
10. In those instances where the financial institution's processing center is physically located outside the Charleston, West Virginia, area, rather than transporting the receipts to the processing center by a courier who might be delayed by inclement weather, the Vendor must use electronic cash letters prepared in Charleston where the receipts are received which reduce the receipts to digital images and electronically forward them to the operational center to process and make all deposits to the Agency's account, so that, pursuant to Federal mandate, the daily receipts will be credited to the Agency's account on the same day they are received.

Electronic Funds Transfer; Automated Clearing House/Electronic Data Interchange(ACH/EDI):

- A. The Agency's automated OSCAR system has been designed and developed to accommodate electronic funds transfers through a Vendor's ACH/EDI participation. Transactions will follow the Bankers Convention Corporate Trade Exchange (CTX), CCD+, or Prearranged Payment and Deposit (PPD) format as is appropriate.
- B. The Vendor's responsibilities shall include:
 1. Receiving transmissions from the Agency which contain information for outbound transactions/direct deposit;
 2. Receiving data transmissions from the ACH network which contain inbound information regarding child support

- payments for entry into the OSCAR system;
3. Sending data transmissions to the ACH network which contain information for credit to financial accounts belonging to recipients of the Agency's services, as well as to other state's distribution units;
 4. Crediting the Agency's account with the proper transaction amount for all inbound ACH transactions and providing the Agency with the appropriate credit advices;
 5. Charging the Agency's operating account for the proper transaction amount for all outgoing ACH transactions and providing the Agency with the appropriate debit advices; and
 6. Providing the Agency with an operational/logistical procedure that would ensure that ACH/EDI transactions are handled in a timely manner, as well as ensuring that the proper balances and controls are in place.

System Transition:

- A. The following requirements encompass the tasks that the Vendor must complete prior to performing the centralized collection and distribution function. The objectives are as follows:
 1. Shall work closely with both the Agency and the existing Vendor in order to provide for an orderly and controlled transition from the current Vendor to the new Vendor.
 2. Shall work closely with both the Agency and the existing Vendor in order to minimize any disruption of processing and the services provided to the Agency's local offices and the recipients of the Agency's services.
 3. Shall work closely with both the Agency and the existing Vendor in order to maintain the level of effectiveness required by the performance standards set forth in this RFQ.
- B. The following requirements encompass the tasks that the Vendor must complete prior to ceasing the centralized collection and distribution function if the Vendor is not awarded a new contract upon the expiration of this contract. The objectives are as follows:
 1. Shall work closely with both the Agency and the new Vendor in order to provide for an orderly and controlled transition from the Vendor to the new Vendor.

2. Shall work closely with both the Agency and the new Vendor in order to minimize any disruption of processing and the services provided to the Agency's local offices and the recipients of the Agency's services.
3. Shall work closely with both the Agency and the new Vendor in order to maintain the level of effectiveness required by the performance standards set forth in this RFQ.

State Responsibilities:

A. Training:

1. The Agency shall provide training which shall be accomplished through a mixture of formal and on-the-job sessions. Training shall focus on providing the Vendor's management and front line staff with information regarding all operational aspects of the collection and distribution process, the appropriate OSCAR screens and functions, and the appropriate Federal rules and regulations. The Agency shall provide all the instructional materials necessary to successfully complete this training.
2. An experienced transition team shall be established by the State in order to assist the Vendor to overcome any problems or obstacles which might occur and to ensure a smooth transition from the existing Vendor to the new Vendor.

- B. The Agency shall provide test data files for the Vendor's use in testing the operation of its collection and distribution processes. The Agency owns all of the computer programs, manual procedures, operating plans, documentation, data, records, and any related items arising out of the collection and distribution process, and shall make any and all of this available to the Vendor when it is deemed necessary for the successful accomplishment of the contract.

Vendor Responsibilities:

The Vendor is required to begin participation in transition activities no later than six months prior to the assumption of the centralized collection and distribution process. Vendor responsibilities during the transition period

shall include the following:

A. Management Team:

The Vendor shall assemble a fully functional management team during the first two weeks of the transition period. Furthermore, the Vendor shall provide the Agency with the names and biographical sketches of all management team members. After the transition period expires, the management team shall assume full and complete responsibility for the centralized collection and distribution process.

B. Planning:

Immediately upon notification of selection, the Vendor shall prepare a detailed transition plan for the Agency's approval. The plan, at a minimum, shall include:

1. Planned activities;
2. Staffing levels;
3. A time line for completion and appropriate deliverables;
4. A checklist for review and acceptance by the Agency of the policies and procedures developed by the Vendor to accomplish a successful transition; and
5. A detailed disaster recovery/business contingency plan which shall be approved by the Agency and must be submitted prior to the expiration of the three month transition plan.

C. Operating Facility

The Vendor shall establish an operating facility at a single site through use of existing facilities, expansion of existing facilities, or acquisition of a new facility. The operating facility for meeting the contract requirements shall be located within a five mile radius of the Agency's main office in Charleston, West Virginia. The Agency must tour and inspect the facility several times a year to insure compliance with State and Federal laws as well as with this contract. The Agency personnel who conduct these inspections are located in the Agency's main office in Charleston, West Virginia. Additionally, the Agency is required by Federal law to

receive child support payments at its main office, so the Vendor must be located where an Agency courier can safely walk daily receipts, including cash, to the Vendor's facility each day. Furthermore, the Agency will have an employee stationed at the Vendor's facility as an on-site liaison who must make several trips each day between the Agency's main office and the Vendor's facility. Finally, the Agency's employees also provide back-up staffing to the Vendor in times of emergencies. For all these reasons, therefore, the Vendor's facility should ideally be located within walking distance of the Agency's main office in Charleston, West Virginia.

The purpose of the operating facility shall be the Vendor's performance of the centralized collection and distribution function in accordance with the provisions set forth in this RFQ and any resulting contract. While other unrelated functions may be performed at the Vendor's operating facility, the centralized collection and distribution of support payments must be operated with a dedicated staff in a manner that clearly separates these actions from any other functions performed at that facility. The Vendor shall be responsible for all modifications to the facility, including those required to house OSCAR equipment and software, as well as document imaging hardware and software. In addition, the Vendor shall be responsible for establishing and maintaining the needed security, fire control, telephone lines, and related equipment for the facility other than that provided by the Agency, and shall be responsible for all of the costs related thereto. The Agency reserves the right to reject the operating facility established by the Vendor.

D. OSCAR Equipment:

The Vendor shall purchase video display terminals or PC's, related equipment, and software, as well as maintenance on the same, sufficient to successfully accomplish the centralized collection and distribution function as outlined in Page 14 through Page 28 of this RFQ. This must include terminal emulation software such as Seagull's Blue Zone to access the State's IBM mainframe.

E. Testing

The Vendor shall provide test data files for the Agency's use in testing the operation of its collection and distribution processes.

F. Operating Procedures:

1. The Vendor shall design and develop detailed written operating procedures, as well as complete the necessary administrative coordination and planning for each of the following operational functions, in order to ensure that each is performed in accordance with the performance standards as set forth in this RFQ.
 - a. Shall include incoming Payment Processing-- mail, ACH, Web-based, and Integrated Voice Response (IVR);
 - b. Shall provide Payment Processing- Inquiry and entry;
 - c. Shall provide Disbursement Process--Check, ACH, Debit Card;
 - d. Shall include Banking Services;
 - e. Shall include Security and Confidentiality; and
 - f. Shall include Disaster Recovery Plan.
2. The operating procedures and related administrative functions shall be established and in place prior to the Vendor assuming responsibility for any part of the centralized collection and distribution process. All procedures shall be coordinated with and approved by the Agency prior to implementation.

G. Administrative Functions:

1. The Vendor must implement normal banking processes relating to accounting, purchasing, internal audit, balancing, financial controls, and other administrative functions relevant to this RFQ prior to assuming responsibility for the centralized collection and distribution process.
2. Complete accounting reports detailing the Vendor's cost, including start up/transition costs, shall be required by the Agency for the transition period and shall be part of the

Vendor's cost proposal.

H. Implement Personnel Function and Begin Hiring:

The Vendor shall ensure that sufficient experienced and trained staff are available to complete the centralized collection and distribution process without any disruption of service to the local offices and recipients of the Agency's services. The personnel function is to be established and all hiring/training completed prior to assuming the responsibility for the centralized collection and distribution process.

I. Training New Personnel:

The Vendor shall be responsible for staffing the centralized collection and distribution function with experienced and trained personnel. In order to take advantage of the Agency's specialized training, the Vendor shall commit sufficient personnel for the formal and on-the-job training offered by the Agency in accordance with the transition plan. The Vendor shall be responsible for monitoring the training of its personnel during the transition period. The Vendor shall also be responsible for notifying Management Information Services (MIS) within 24 hours when any staff terminate employment at the SDU.

J. 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. Any backup facility shall also be tested to show that it can provide sufficient operational capacity for a minimum of two months.

K. Continuity of Operations:

The continuity of operation plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Vendor's continuity of operations plan must give consideration to the unavailability of its workforce over extended periods of time and should employ strategies to cope with

such an eventuality, including but not limited to: moving work instead of staff, permitting or increasing telecommuting, or dividing business units over multiple sites.

Milestones and Deliverables:

A. Transition Plan for Test of Operating Procedures:

The Vendor shall deliver to the Agency for its review and approval a detailed plan outlining any and all activities and staffing levels required during the transition period. This plan shall include a method for ensuring the complete review of operational procedures and acceptance testing of each of the centralized collection and distribution process functions.

B. Completed Procedural Test Process:

The Vendor shall provide the Agency with the results of the completed acceptance testing for each operational procedure of the centralized collection and distribution process as outlined in this RFQ.

C. Progress Reports:

Weekly progress reports shall be provided to the Agency beginning two weeks after the effective date of any contract resulting from this RFQ. These progress reports shall include, but are not limited to, significant events, progress and/or obstacles to procedural development, current staffing levels and the status on the hiring process, any problems or backlogs encountered, planned activities during the next reporting period, meetings held, and any other information deemed to be relevant by the Agency or the Vendor.

D. Final Disaster Plan:

The Vendor shall provide to the Agency for its review and acceptance a final written disaster plan which shall include detailed procedures, the names of designated responsible persons and contact instructions for reaching them, test results, and a periodic test schedule. This plan is due to the Agency no later than one month prior to the Vendor's accepting full responsibility for the operation of the centralized collection and distribution process.

E. Operations Staff in Place:

The Vendor shall complete the installation of experienced and trained operational staff prior to assuming responsibility for the centralized collection and distribution process.

Vendor Compensation:

- A. The Vendor's compensation for any transition efforts associated with the testing and development of operational procedures shall be based upon an agreed fixed price. Equal monthly progress payments covering the transition costs shall be made during the transition period. Payments shall begin one month after the Agency's approval of the transition plan. Each payment shall only be made upon review and approval of a detailed invoice outlining the milestones and/or deliverables achieved during the invoice period. The transitional cost shall be included as a part of the cost proposal.
- B. The Vendor's compensation for the term of the contract, outside of the transition period, shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The Vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service. No purchase will be reimbursed without the Agency's approval prior to the expenditure. Payment on the invoice will be in the form of a State warrant.
- C. The Vendor shall adjust the monthly invoice to reflect reimbursements owed to the Agency for erroneous disbursements or related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services or shall credit the Agency's distribution account with the hard dollar equivalent of the error.

Technical Information:

- A. The Bureau for Child Support Enforcement uses the State's central computer system maintained by the West Virginia Office of Technology (OT). The Vendor shall install leased data communications lines between the IBM 9672-R66 Enterprise server at OT and the Vendor's location, frame relay or point to point T1 terminating in the OT third party room **or** utilize a secure Web browser provided by the West Virginia Department of Health and Human Resources to connect to the above. The Vendor shall be responsible for all telecommunication costs.

- B. The Vendor shall be responsible for the purchase, lease and maintenance of all equipment and software necessary to meet the requirements set forth in this RFQ, other than the equipment and software relating to OSCAR and the State's central computer system.
- C. The Agency shall control, account for, and monitor all child support activities through the automated statewide OSCAR system. The Vendor shall not operate, maintain, or otherwise have access to the Agency's OSCAR system or its programs other than what is required to successfully accomplish the centralized collection and distribution process. OSCAR shall continue to be operated and maintained by the Agency and will continue to perform all child support individual case accounting and case management.
- D. OSCAR is available from 7:00 AM to 7:00 PM Monday through Friday, except the first and last working day of the month when the hours are 7:00 AM to 5:00 PM. OSCAR is also available from 7:00AM to 5:00PM on Saturdays except for the last working day of the month, when it is not available. OSCAR is not available on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or as otherwise advised.

Bureau for Child Support Enforcement Operations:

Although payment processing and disbursement shall be completed by the Vendor, all other functions currently being performed by the Agency shall continue to be performed by the appropriately assigned Agency units. The Vendor shall not have direct contact with any recipients of the Agency's services without first obtaining approval from the Agency. These functions handled by the Agency shall include, but are not limited to:

- A. Establishing cases in OSCAR;
- B. Addressing client and respondent inquiries and complaints, except for complaints relating to the Debit Card program;
- C. Initiating and/or completing enforcement actions;
- D. Processing adjustments to case level accounting (for error resolution, undeliverable checks and billing statements, etc.);
- E. Maintaining case files;

- F. Performing bank reconciliation based on information provided by the Vendor; and
- G. Extracting daily reports from OSCAR.

Operational Reports:

The Vendor shall provide the Agency with operational reports on a timely basis. These reports shall provide summary information regarding the collection and disbursement functions and shall include information on daily receipts, daily disbursements, repayments, stop payments, and returned checks. The Vendor shall work closely with the Agency in order to develop other reports that may become necessary. These reports are to summarize the collection and distribution process and shall be used to assist the Agency in monitoring the Vendor's performance. The Vendor shall also provide online cash management information. This information shall include summaries of account activity as well as one (1) day float and extended float data. The Agency shall determine the content and parameters of these reports.

Error Resolution:

- A. Errors detected during payment processing shall be corrected by the Vendor, prior to completing the specific process. The Vendor shall modify any process necessary to ensure that the error does not occur again.
- B. Errors detected by the Vendor or the Agency after payment processing is complete must, in most cases, be corrected by the Agency. In the event that the Vendor identifies an error after payment processing is complete, it must notify the Agency within 24 hours. In those instances where the Agency determines corrective action must be completed by the Vendor, the Vendor shall follow the Agency's recommended action. The Vendor is required to provide the Agency with written documentation within two business days which details the action taken to resolve the problem or which documents that the Agency's instructions were carried out. The Vendor shall initiate action to modify any and all procedures and internal controls necessary to ensure that the error does not occur again. Any loss incurred by the Agency or recipients of the Agency's services shall be reimbursed by the Vendor on a dollar for dollar basis upon presentation of appropriate verifying documentation. This shall include, but is not limited to, incorrect distributions that result in reimbursements by the Agency to custodial parents, non-custodial parents, payment remitters, etc.

OPTIONAL SERVICES

Payment Processing and Repayment Lockbox Services--Document Imaging and Retrieval

As an option, the Agency would like for the Vendor to explore the possibility of its system interfacing with the Agency's current document imaging system (OnBase) and, if technically and economically feasible, to implement the same within six (6) months of the date of the contract. Upon implementation, the Vendor must produce a file of receipts to load into OSCAR.

PROCUREMENT TERMS

Vendor Registration: Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

Purchasing Affidavit: West Virginia State Code 5A-3-1-a-(3) (d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Affidavit is attached to this request for Quotation which must be completed, signed, and returned. If bidding a joint Quotation, an Affidavit must be completed for both vendors.

Subcontracts Prohibited: The Successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Bureau for Child Support Enforcement.

Compliance with Law and Regulations: Vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. Vendor must be governed by the laws of the State of West Virginia. Vendor shall comply with all related federal and state laws and regulations.

Bid and Performance Bonds: Vendor must provide a bid bond in the amount of \$100,000.00 which should be attached to the **Title Page** of the vendor's proposal response. Successful vendor shall provide a performance bond in the amount of \$500,000.00. The performance bond shall be on a bond form approved by the State Attorney General's Office of the State of West Virginia. Performance bond is required prior to the issuance of a contract.

Retrieval

As an option, the Agency would like for the Vendor to explore the possibility of its system interfacing with the Agency's current document imaging system (OnBase) and, if technically and economically feasible, to implement the same within six (6) months of the date of the contract. Upon implementation, the Vendor must produce a file of receipts to load into OSCAR.

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Insurance Requirements: The Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. The Vendor shall maintain and furnish proof to the Department of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees prior to the awarding of this Contract. Said coverage shall provide minimum coverage in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, to a minimum of \$1,000,000.00 per occurrence.
2. For property damage: to a minimum of \$1,000,000 per occurrence.
3. For professional liability: to a minimum of \$1,000,000.00 per occurrence.

License Requirements:

Upon award of any Contract pursuant to this Request, the successful Vendor must:

- A. Be a FDIC member and a licensed West Virginia financial institution or a company that has a contract with a FDIC member licensed in West Virginia;
- B. Provide certification that it is registered with the Office of the Secretary of State, State of West Virginia, to do business in the State of West Virginia;
- C. Provide evidence that it is in good standing with the West Virginia Bureau of Employment Programs as to Unemployment Compensation coverage and Workers' Compensation coverage or exempt from such coverage;
- D. Provide certification that it is registered as a Vendor with the West Virginia Department of Administration, Division of Purchasing; and
- E. Obtain necessary licensing through State Tax Department.

Project Term: This contract will be effective (date set upon award) and shall extend for the period of three (3) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1)

year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The reasonable time period shall not exceed twelve (12) months.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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 laws.

Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

Invoices and Payments: Vendor shall submit detailed monthly invoices, in arrears, to the Bureau for Children Support Enforcement, Office of Finance and Administration for all services provided pursuant to the terms of the contract. The Bureau of Children and Families reserves the right to reject any or all invoices for which proper documentation has not been provided. State law forbids payment of invoices prior to receipt of services.

Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1000.00 per work day (not to exceed 180 days) for failure to meet deliverables, miles stones identified to keep the project on target, or performance standards until such deliverable, milestone, or performance standard is completed and accepted by the State of West Virginia. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

Evaluation Process: Bids will be evaluated as to the lowest responsible bidder meeting specifications.

The bid should be formatted in the same order, providing the information listed below:

Title page — Should state the RFQ Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents — Clearly identify the material by section and page number.

Transmittal Letter — The transmittal letter shall be in form of a standard business letter and shall be signed by an individual authorized to legally bind the Vendor. It should include:

1. A statement indicating that the Vendor is a corporation or other legal entity;
2. A statement identifying all addenda to the bid (If there are no addenda, a statement to that effect must be included.);
3. A statement certifying that the person signing the bid is the person in the Vendor's organization that is responsible for, and authorized to make, decisions regarding the prices quoted;
4. A statement that the bid and all prices quoted shall remain valid for a period of one year after the closing date for the receipt of bids; and
5. A statement of agreement with all the terms and conditions presented in this RFQ, Exhibits and Appendices, if any, as well as any addenda to this RFQ.

Organizational Experience:

- A. This section shall contain all pertinent information relating to the Vendor that would substantiate its qualifications and capabilities arising out of past and present experience that would allow the Vendor to successfully perform the services described within this RFQ.
- B. It shall be divided into the following separate categories:
 1. Eligibility of the Proposer —The Vendor shall provide a statement and documentation that it is:
 - a. A State depository institution pursuant to West Virginia Code, §12-1-1 et seq., or a company affiliated with such

an institution, (as defined by the Banking and Financial Institutions Act of 2006) or show that it can meet these requirements by April 1, 2011.

- b. A direct participant and originator in the Automated Clearinghouse system, or a company affiliated with such a participant and originator.
2. Related Experience—The Vendor shall provide the location of its headquarters as well as the location of the facilities from which services to the State shall be provided. The Vendor shall also provide the names of three (3) of its largest clients for which services similar to those which are described in this RFQ are currently being provided.

Documentation of Qualifications

Organizational Size and Structure:

- A. The Vendor shall provide documentation regarding the size of its corporation and its current organizational structure, its transaction capacity currently being utilized, and any capacity that may be acquired in order to provide the specific work requirements as outlined within this RFQ.
 1. Specifically, the Vendor shall demonstrate the capability to process an estimated 100,000 incoming receipts and outgoing disbursement transactions a month (200,000 total).
 2. The Vendor shall also provide documentation regarding the average monthly transaction volume, both incoming and outgoing, currently being handled by its lockbox operation.
- B. Project Description and Documentation:

In relation to the scope of the services to be provided, the Vendor should provide a response to the following items of specific information:

1. Provide a written plan and prioritized schedule for the performance of each of the required activities outlined in this RFQ. The plan shall contain a description of how the work shall be accomplished for each function. Simple statements that a task shall be completed or a reiteration of the RFQ language relating to the tasks is not acceptable. Anticipated dates of accomplishments for the transition phase shall also be included with this schedule.

2. The Vendor shall provide a chart of the proposed project organization and a description of how the personnel employed directly or through a subcontractor shall be organized, and shall identify who shall be responsible for providing the overall direction to the centralized collection and distribution function. The Vendor shall also provide documentation showing bonding for each employee in a minimum of \$100,000.00 for the services that are to be performed.

Costs:

The volumes used in the following Cost Sheet are all based upon historical data. Using the Cost Sheet, the Vendor shall provide a cost proposal that includes pricing for the transition phase, the monthly operational costs, and ancillary costs. The Vendor must also provide for projected costs for all future optional services.

Cost Sheet #CSE11062

	Not to Exceed Total	Components of All-inclusive Annual Cost		
Time Frame	Of All-inclusive Annual Cost	Transitional Cost	Monthly Operational Cost	Ancillary Cost
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Total Cost				

Account Rate Structure CSE#11062

Account Type	Proposed Rate Calculation	Current Rate
Interest Bearing Checking Account		

Per Unit Fees # CSE11062

Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total \$
Mail payments posted- 43,000/month								\$
EFT/EDI payments posted- 44,000/month								\$
Per payment disbursed per ACH- 114,000/month								\$
Checks disbursed-- includes postage- 4200/month								\$
Debit Cards: #cards- 600/month #Deposits- 76,000/month								\$

# of Web-based payments 370/month								\$
# of Customer Service Representative Payments 60/month								\$
# of Integrated Voice Recognition Payments 60/month								\$

Scanning Services # CSE11062

Scanning Services	\$ per item	Year	Cost	Total Cost
47,000 units/month		Year 1	\$	\$
47,000 units/month		Year 2	\$	\$
47,000 units/month		Year 3	\$	\$
47,000 units/month		Year 4	\$	\$
47,000 units/month		Year 5	\$	\$
47,000 units/month		Year 6	\$	\$
47,000 units/month		Year 7	\$	\$

OPTIONAL SERVICES # CSE11062

Document Imaging and Retrieval Interfaced with Agency's OnBase system	\$ per item	Year	Cost
47,000 units/month		Year 1	\$
47,000 units/month		Year 2	\$
47,000 units/month		Year 3	\$
47,000 units/month		Year 4	\$
47,000 units/month		Year 5	\$
47,000 units/month		Year 6	\$
47,000 units/month		Year 7	\$
Total Cost			\$

Reports CSE#11062

Report (Daily)	\$Per Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total cost
Cash Reporting	\$						\$		\$
Balance Report									
Balance and Transaction	\$						\$		\$

Detail									
Cash Reporting Balance Transaction Summary	\$						\$		\$
Checks Paid Ascending Check Number	\$						\$		\$
Checks Paid Descending Dollar	\$						\$		\$
Cash Reporting—Returns and Exceptions	\$						\$		\$
Check Inquiry (Feature)	\$						\$		\$
Stop Payment Request (Feature)	\$						\$		\$
Image Retrieval-Batch Entry (Feature)	\$						\$		\$
Exception Review (Feature)	\$						\$		\$

[If necessary, other reports may be added during the transition phase of the project as required by the Agency.]

Vendor's Transition Plan CSE11062

Task	Primary Responsibility	Start Date	End Date
Process Creation	Vendor	Date Contract Awarded	8 Months from Award of Contract
Site Preparation	Vendor	Date Contract Awarded	8 Months from Award of Contract
Technology Installation	Vendor	Date Contract Awarded	8 Months from Award of Contract
Connectivity Installation	Vendor	Date Contract Awarded	8 Months from Award of Contract
End to End Testing	Vendor	Date Contract Awarded	8 Months from Award of Contract
Complete Recruitment	Vendor	Date Contract Awarded	8 Months from Award of Contract
Complete Staff Training	Vendor	Date Contract Awarded	8 Months from Award of Contract
Finalize Disaster Recovery Plans	Vendor	Date Contract Awarded	8 Months from Award of Contract
Finalize Quality Metrics	Vendor	Date Contract Awarded	8 Months from Award of Contract
Go Live	Vendor	Date Contract Awarded	8 Months from Award of Contract

			Contract
Transitional Reports	Vendor	Date Contract Awarded	8 months from Award of Contract

Debit Card Fee Services CSE#11062

Type of Service Fee	Prepaid Card
Setup Fee	
Monthly Account Services	
ATM Withdrawals	
ATM Surcharge	
Balance Inquiry Transactions	
Account Overdraft	
Denial for Insufficient Funds	
Account Inactivity	
Card Issuance Services	
Web Account Services	
Cardholder Customer Service Contact	
Change of PIN	
Monthly Statement	
Account Transaction Research	
Point of Sale (POS)	
Conversion of foreign currency	
Overnight Delivery Service Requested by Cardholder	

*Debit Cards Issued—600 per month

Debit Account Holders—65,000 per month

Debit Card Postings:

Deposits—76,000 per month

Total \$ Volume—\$9,774,868 per month

Overall Grand Total \$ _____

Basis of Award: The Vendor should bid on all tasks listed above. The Vendor should provide documentation supporting the meeting of all Mandatory Qualifications as listed. The contract will be awarded to the lowest bidder who can meet all the requirements of this RFQ.

Vendor Signature: _____

Date: _____

RFQ No. CSE11062

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

ATTACHMENT
P.O.# CSE110169

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

Agreed

Signature Date

Signature Date

Title

Title

Company Name

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

Agency _____
REQ. P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal (Q) (Name of Principal)
(R) By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.