



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
CSE12068

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 ADVOCATE OFFICE
 CAPITOL COMPLEX
 BUILDING 6
 CHARLESTON, WV
 25305 304-746-2383

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/08/2011				

BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	961-20	PRIVATIZATION OF SUPPORT ENFORCEMENT SERVICES		
<p>***** OPEN-END BLANKET CONTRACT ***** PLEASE NOTE THAT THE BID BOND MUST BE SUBMITTED WITH THE BID. *****</p> <p>REQUEST FOR QUOTATIONS</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT IS SEEKING PROPOSALS FOR A VENDOR SHALL TO ESTABLISH AND OPERATE A FULL SERVICE CHILD SUPPORT OFFICE FOR KANAWHA COUNTY LOCATED IN THE STATE OF WEST VIRGINIA - AS PER THE ATTACHED SPECIFICATIONS.</p> <p>PLEASE NOTE: BID BOND IS REQUIRED WITH BID SUBMISSION.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

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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.html 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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<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT IT IS UNDERSTOOD AND AGREED</p>						

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<p>THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/27/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311		
				FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV		
				EXHIBIT 4		
				LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES 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.		
				REV. 3/88		
				PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.		
				VENDOR PREFERENCE CERTIFICATE		
				THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE		

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<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER</p> <p>RFQ. NO.: CSE12068</p> <p>BID OPENING: 01/12/2012 TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ CSE12068 ***** TOTAL: _____						

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BCSE RFQ Specifications #CSE12068

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 and operate a full service child support office for Kanawha County, West Virginia. 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.

This Request seeks a Vendor to continue privatization of child support services. Privatization of support enforcement services is premised on the Guiding Principles of Sound Privatization contained in Appendix A.

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. The Child Support Enforcement Program, established by Congress in 1975 in Title IV-D of the Social Security Act (42 U.S.C. §§ 651-669b (IV-D)), mandates that each State enact laws to facilitate the establishment of paternity and child support and medical support obligations, the enforcement of such obligations, and the collection and distribution of child support. In West Virginia, the Bureau for Child Support Enforcement, hereinafter referred to as the Agency, is responsible for the administration of the State's IV-D program. In addition, the Agency provides other statutorily required services that are non IV-D services: for example, the enforcement of spousal support-only orders.

- B. The State Headquarters for the State Agency is located at the Diamond Building, 350 Capitol Street, Room 147, Charleston, Kanawha County, West Virginia 25301-3703. Kanawha County is West Virginia's largest county in terms of population. The county seat is Charleston which is also the State's largest city and the capital of the State of West Virginia. The county population was estimated to be 193,063 in year 2010 with a per capita income of \$24,816 and a median household income of \$41,747 in 2009. Its unemployment rate in June, 2011 was 7.4%. The county has a diverse economy including chemical and other

manufacturing, mining, commercial and retail services, banking and financial services, and government.

Kanawha County is a single county region within the Agency's administrative structure of nine regional offices. Kanawha County's total support caseload was 16,354 as of June 30, 2011. Title IV-D totaled 15,701. Of the IV-D caseload, 2,176 cases had never involved any public benefits. Of the caseload 1,787 cases involved active Temporary Assistance for Needy Families (TANF) and 5,307 involved Medicaid Only Services. At the end of October 2010, 88.05% of the IV-D cases had a support order in effect, while 45.65 % of the IV-D cases with an order received a payment during the month. The overall caseload size has increased in the past five years. Collections for Kanawha County totaled more than \$25 million for the State Fiscal Year ending June 30, 2010. (See Appendix C for detail on monthly collections.) Since 1996, Kanawha County Child support services have been privatized.

- C. Title IV-D services are available to all persons entitled to support for a child, regardless of income. At the present time, there is no application or service fees imposed on an applicant for services.
- D. The Agency has approximately 129,257 cases statewide and a direct expense budget of more than \$40,000,000 for the State Fiscal Year that ended on June 30, 2010. Collection receipts for child support totaled approximately \$209,854,937 in State fiscal year July 2009 - June 2010. Establishment of child support in West Virginia is almost exclusively a judicially-based process. Other than income withholding, most enforcement actions also involve the use of judicial processes.
- E. The Agency is administratively located within the West Virginia Department of Health and Human Resources, hereinafter referred to as the Department. The Agency is headed by a Commissioner who reports directly to the Secretary of the Department. The Agency is organized into five (5) large divisions, each of which is responsible for a particular aspect of the Agency's operations, service delivery, or administration. These divisions are: Legal Services; Financial Services; Central Operations; Field Operations; and Automated Services. (See Appendix B for a complete organizational chart.)
- F. The Agency provides services on a statewide basis. Service delivery is organized into nine geographical regions which report to one of the Deputy Commissioners. The establishment and enforcement of paternity and child support orders is primarily the responsibility of field operations at the regional and county level. Kanawha County comprises Region 4 of the Agency and is the subject of this Request for Quotation. This region has been a privatized full service office since September 1, 1996.

- G. The Agency has a federally certified automation system for Online Support and Collection Reporting hereinafter referred to as "OSCAR". The automated system contains the Agency's case records and virtually all case transactions are accomplished via this system. OSCAR also provides the Agency's collection and distribution processes. The system tracks and maintains case financials and provides support to the case management function. The Vendor will be required to use the OSCAR system for all case transactions.
- H. West Virginia has had centralized collections of child support since 1988. The central collections process utilizes a Lockbox, the operation of which is contracted to a private Vendor. Collections are posted directly to the OSCAR system. Other services provided centrally are: Locate Services; Central Registry; Hospital Paternity Project; Financial Adjustments; Customer Service, and the Interactive Voice Response System.

Required Services

- A. The successful Vendor must establish and operate a full service child support enforcement office to serve Kanawha County, West Virginia. The Vendor must provide all of the services required by Title IV-D of the Social Security Act, as amended, 45 Code of Federal Regulations (CFR), the West Virginia Code, the policy of the Agency, and other such duties which are required per the terms of this Request or which may become applicable to the child support program in West Virginia during the term of the Contract. The Vendor must perform all child support and spousal support services including, but not limited to the following:
 - 1. Acting on mandatory referrals, accepting applications for services and creating cases;
 - 2. Locating obligors and their income and/or assets and locating obligees as required by Agency policy;
 - 3. Establishing paternity;
 - 4. Establishing child support and medical support orders;
 - 5. Conducting investigations and reviews of child and medical support orders and pursuing modifications of said orders as appropriate;
 - 6. Enforcing child, medical, and spousal support orders;
 - 7. Assuring appropriate and timely distribution of child support collections;
 - 8. Providing required services in interstate cases;
 - 9. Utilizing the OSCAR automated system for all case management and documentation activities;
 - 10. Entering and updating all case related information into the automated case management system in a timely way;
 - 11. Maintaining accurate case financial information and balances;

12. Safeguarding information;
 13. Providing effective customer service processes;
 14. Cooperating and working fully with all Agency units and offices, as well as the child support offices of other States; and
 15. Maintaining case records in an electronic system compatible with that utilized by the Agency.
- B. The Vendor shall maintain an administrative organization which will enable it to discharge its contractual responsibilities and obligations. The Vendor shall immediately notify the Agency of any changes in the person or persons authorized to bind the Vendor. The Vendor shall maintain a senior management staff at the level identified in its proposal, unless granted specific written consent to deviate from this level by the Agency. The Vendor shall identify staff that is directly accessible as needed by the Agency to address routine matters. Depending on the need, this means immediate accessibility.
- C. The Vendor shall notify the Agency's Contract Administrator of any situation that may be expected to adversely affect the operation of the Kanawha County Child Support Program. This notice shall be conveyed to the Contract Administrator within one (1) business day of its occurrence or the Vendor's knowledge thereof.
- D. The Vendor shall, at a minimum, provide service via office hours open to the public and via telephone access to the public in the Kanawha County office on each State business day, excluding officially recognized holidays and weather emergency days declared by the Governor or his designees.

State business days are currently Monday through Friday from 8:30 a.m. to 5:00 p.m. The Agency shall approve, in writing, the operation schedule of the Vendor before implementation. The Agency shall provide the Vendor, on an annual basis, a list of recognized holidays for the year according to the holidays stated in West Virginia Code §2-2-1. The Agency will immediately provide the Vendor notice of any changes to the State business day. The Vendor may elect to maintain extended operating hours.

Mandatory Requirements

Transitional Work Plan

The Vendor must begin transition activities immediately upon the award of any Contract. All transition activities identified in this Request shall be completed within ninety (90) days of the Contract award.

- A. The Vendor:

1. Shall provide for a timely, orderly, and controlled assumption of all functions currently performed by the private Vendor in the Kanawha County Office;
 2. Shall minimize any disruption of services provided to customers and other Agency units and offices; and
 3. Shall maintain consistent, high quality child support services as specified by this Request and any subsequent Contract.
- B. The Vendor must, within twenty (20) days of any Contract award, prepare a written detailed work plan for transitional activities and submit it to the Commissioner of the Bureau for approval. The Commissioner shall advise the Vendor within five (5) business days of receipt as to the acceptability of the work plan. The transition period, prior to the date the Vendor assumes full operational responsibilities for the Kanawha County Office, shall not exceed ninety (90) days from the date of the Contract award.
- C. The Vendor shall, in its bid, identify all key personnel, other than its program manager for Kanawha County, who will be responsible for transitional activities. The functions to be performed and the amount of time that each of these personnel will be assigned to carry out transitional activities shall be specified in the bid. Any changes to the personnel identified in the bid as responsible for transitional activities, must be provided to the Agency within five (5) days of the award of a Contract. The Vendor must specify in its bid the methods by which transition activities will be implemented and identify how transition personnel will be available to work with the Agency personnel on a daily basis throughout the transition period.
- D. The Vendor shall identify its Kanawha County Program Manager within thirty (30) days of the award of any Contract and guarantee that this individual is actively employed by the Vendor no later than thirty (30) days prior to the end of the transition period.
- E. The Vendor must assemble a management team in order to assume the responsibility for operation of the Kanawha County Office. The composition and the functions of the Vendor's management team shall be identified in the bid. The Vendor shall identify and have engaged in active employment at least two-thirds (2/3) of the individuals who will comprise its management team and shall advise the Agency of the identity of these individuals no later than twenty (20) days prior to the end of the transitional period. The Vendor shall assure that all management team positions are filled by the end of the transition period.

Operating Facility

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- A. The Vendor shall establish and equip at least one (1) physical facility in Kanawha County with adequate professional office space for staff to serve Agency customers in Kanawha County. The Vendor shall obtain and equip the office(s) with appropriate office equipment. The Vendor shall advise the Agency no later than thirty (30) days prior to the end of the transition period of the address of its primary office(s) with proof that it has acquired a binding legal interest in assuming occupancy of the premises by the end of the transition period.
 - B. The Vendor's office(s) must be accessible to individuals by public transportation. The Vendor's office(s) must be accessible to individuals with handicaps and disabilities and otherwise meet the requirements of the Americans with Disabilities Act. The office site(s) selected must be in compliance with all state, county, and local building codes.
 - C. The Vendor is solely responsible for any and all costs associated with the lease, modification and operation of any facility and all costs associated with the purchase, lease, maintenance and replacement of all furniture and equipment.
 - D. The site(s) selected by the Vendor must be clearly marked with signs indicating that the facilities are the Kanawha County Office of the Department of Health and Human Resources, Bureau for Child Support Enforcement. The Agency shall have final design approval of any signs before installation.

Operating Procedures

- A. During the transition period, the Vendor shall develop detailed written operating and administrative procedures in order to ensure that each of the following activities is performed in compliance with Contract requirements, Federal and State Law, and Agency policy:
 - 1. Taking applications and creating cases, including all TANF, Medicaid and Foster Care referrals;
 - 2. Assessing cases;
 - 3. Locating obligors and their income and/or assets;
 - 4. Establishing paternity;
 - 5. Establishing child and medical support orders;
 - 6. Reviewing and adjusting child and/or medical support orders;
 - 7. Entry of support orders into the OSCAR case record and creation of a case financial record;

8. Enforcing family support obligations, including Medical support obligations;
 9. Handling interstate cases involving other Title IV-D Agencies on either an initiating or responding basis;
 10. Processing payments made at the local office;
 11. Assuring timely distribution of child support receipts through timely and accurate data entry in OSCAR files and the updating thereof;
 12. Safeguarding information;
 13. Case management and case processing;
 14. Case documentation;
 15. Maintaining correct case financials and accurate case financial management;
 16. Providing a scanning solution to securely transform all documents and case records into electronically retrievable information which can be securely stored and quickly accessed by the Agency and the Vendor's staff;
 17. Delivering customer service; and
 18. Closing cases.
- B. These operational procedures and related administrative procedures must be developed and provided to the Agency for approval no later than ten (10) days prior to the end of the transition period. These procedures must be approved by the Agency, prior to implementation. During the course of the Contract, the Vendor shall obtain Agency approval for any revisions to its operating and administrative procedures prior to the implementation of such revised procedures. The Agency will provide written approval or objection for any proposed changes within five (5) business days of receipt of the proposed change, unless it notifies the Vendor in writing that the complexity of the changes require additional time to review.

Notification to Public

The Vendor shall be responsible for notifying obligees, obligors and those having business with the Kanawha County Office of the Vendor's responsibility for operations of the Kanawha County Office. This notice must be completed prior to the end of the transition period. Notification shall be by first class mail, be case specific and contain the identity of the Vendor, the identity of the Program Manager and the address and

telephone number of the Vendor's Kanawha County Office. The Vendor will be responsible for the production, mailing and any and all costs associated with the notification process. This notice must be approved by the Agency prior to mailing. Approval or rejection by the Agency will be granted within two (2) business days of receipt of the request for review.

Telecommunications System

- A. During the transition period, the Vendor shall install leased data communication lines between the IBM Model 9672-R66 enterprise server maintained by the West Virginia Department of Administration, Office of Technology (OT) and the Vendor's Kanawha County Office location. This may be frame relay or point to point T1 terminating in the Office of Technology's (OT) third party room. In the alternative, the Vendor may utilize a secure Web browser provided by DHHR to connect to the above. This activity must be completed in order for the Vendor to assume responsibility for Kanawha County operations. The telecommunications capacity must be maintained for the duration of the Contract. The Vendor will bear all costs associated with the automated system line charges during the period of the Contract.
- B. The Agency will provide the Vendor access to OSCAR, the Agency's automated case processing system, within one week after the award of the Contract. There will be no transaction costs associated with the Vendor's use of the OSCAR system during the transition period or the Contract period.
- C. The Agency will provide technical assistance and training to the Vendor regarding automation and system interface during the transition period and throughout the Contract period. The Vendor shall be responsible for designating an on-site person and appropriate backup to serve as a technical resource and contact person between the Agency and the Vendor with regard to the automated system during the transition period and during the course of the Contract.

Computer Equipment and Software

During the transition period, the Vendor shall acquire appropriate equipment for all Kanawha County staff for use with the OSCAR system. The Vendor shall specifically describe its planned use of technology, equipment and software in its bid. The Vendor shall be responsible for all costs related to the acquisition of equipment and the maintenance thereof. The Vendor may procure software of its choice for use in the performance of the Kanawha County Office functions. The Vendor must use document imaging technology to store all case processing documents which are not required to be originals. The Vendor shall be responsible for the costs of any and all software purchased. Any software purchased must be compatible with the Agency's OnBase and Compass Capture systems, including mapping documents according to the Agency's taxonomy. The Vendor must work with the Agency to integrate case files into the Agency's document repository. All leases and licensing agreements shall be obtained in

the Vendor's name and include an option for transferring ownership to a subsequent Vendor or to the Agency at no additional cost.

In the event of a transition from the current Vendor to a new Vendor, the transition phase of the implementation of the Telecommunications System and the Computer Equipment and Software as described in this section and the immediately preceding section shall be subject to the project management requirements of West Virginia Code §5A-6-4b. The successful bidder **will** be required to utilize a formalized approach to project management, which is compliant with the Project Management Body of Knowledge (PMBOK) and WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) and includes the following:

- The successful vendor **must** assign an experienced and skilled project manager to the project. This Project Manager **will** be responsible for the successful completion of all work tasks and deliverables as defined within the project work plan and **will** work under the direction of the DHHR's Contract Monitor and under oversight direction from the WVOT Project Manager to ensure that all work is performed in accordance with the terms and conditions of the contract.
- The successful vendor's Project Manager **will** be required to maintain a detailed project work plan through the full term of the implementation process. The vendor's Project Manager **will** be required to submit an updated work plan to the DHHR's Contract Monitor and WVOT Oversight Project Manager on a date and time that **will** be determined during contract negotiations.
- The successful vendor's Project Manager **will** be required to track and report on via status reports the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determine appropriate when establishing the project Charter. The successful vendor **will** work with the DHHR's Contract Monitor and the WVOT Oversight Project Manager to establish, publish and follow a formal communications plan.

Security Procedures

The Vendor shall develop comprehensive security procedures for its facility, records and operating systems subject to the review and approval of the Agency before assuming responsibility for operations of the Kanawha County Office. Said procedures must be implemented at the time the Vendor assumes responsibilities for Kanawha County operations and the Vendor must adhere to these procedures throughout the course of the Contract. The Vendor may enhance these procedures at any time at its option.

Implement Personnel Functions and Hiring

The Vendor shall ensure that a sufficient number of trained personnel are available to complete the requirements of the Contract without interruption of services to the

individuals served by the office and to the public. The bid must include a staffing plan. The personnel function must be established and the hiring necessary for the execution of all operational requirements must be completed during the transition period.

Training of New Personnel

- A. The Vendor shall be responsible for staffing the Kanawha County Office with trained personnel. The transition plan shall include a training plan that will be developed jointly by the Agency and the Vendor within thirty (30) days of the award of the Contract. The training plan shall include training activities that will occur during the transition period and those that will occur through a ninety (90) day period following the date the Vendor assumes responsibility for operations in Kanawha County.
- B. Training and development of the Vendor's staff shall be the primary responsibility of the Vendor, with the Agency providing support regarding OSCAR, State and Federal child support laws and regulations and Agency policies. The Vendor shall be responsible for all of the costs and expenses associated with any training program, other than training that is provided by the Agency staff pursuant to the training plan.

Disaster Plan

The Vendor shall submit a disaster recovery plan for the Kanawha County Office within sixty (60) days of contract formation. This disaster plan shall provide for the resumption of all child support activities within four calendar days of any given disaster, and include appropriate methods for notifying obligees and obligors. The plan must include written procedures, responsible individuals and a test schedule. This plan must be developed into a fully functional plan agreed to jointly by the successful Vendor and the Agency and must be implemented during the transition period. The Vendor's final disaster plan must be approved by the Agency.

Staffing and Staff Development

- A. The Vendor shall be responsible for staffing the Kanawha County Office with trained personnel with the requisite knowledge and skills needed to implement all services required in this RFQ and the resulting Contract. The Vendor shall ensure that it hires at least one full time equivalent staff member for every 315 cases in the Kanawha County caseload. The number of full-time equivalent attorneys dedicated to the Kanawha County office shall be sufficient to ensure that no attorney is responsible for more than 4,000 cases.

The Agency manually prepares financial audits of case financial records for a substantial number of court hearings and for a substantial number of retroactive modifications, under multiple distributions schemes. Therefore, the Vendor must

maintain sufficient audit specialists to ensure that cases which require adjustment to the case record in the OSCAR system are current to within 60 days of the identification of the need for an adjustment. The current Vendor employs six audit technicians and one audit supervisor. The Vendor shall ensure that technical and child support enforcement training is provided to its entire staff on an on-going basis. Programmatic and technical training that is mandatory for other field staff of the Agency shall be mandatory training for the staff of the Vendor. The Vendor shall be responsible for any and all costs and expenses associated with any training provided by the Agency to the staff of the Vendor.

- B. The Vendor must maintain Notaries Public on staff to provide for the needs of the office. The Vendor shall be responsible for the total cost of providing these Notary services.
- C. *Court Payment Days.* Judges schedule days for support obligors to appear at the courthouse and pay their child support and arrears in person. The Vendor shall provide an on-site employee at the courthouse as required by the court.

Access and Relationships

- A. Authorized representatives or agents of the State and/or Agency shall have access to the Vendor's business locations and records upon reasonable notice and at reasonable times during the performance and/or retention period of the Contract for purposes of review, analysis, inspection and audit. The Agency and other State and/or Federal Agencies and their respective authorized representatives or agents shall have access to all business, accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions connected with the Contract.
- B. The Vendor shall provide the Agency and other State and Federal representatives and designees, access to personnel, operating systems, records, procedures, programs, documentation, software packages, facilities and equipment used in support of the county office functions. Other than persons having official business with the Vendor concerning the operations of the Kanawha County Office, only those individuals designated by the Agency shall be permitted access to the Vendor's operation.
- C. During the term of the Contract, or any extension thereof, it may be necessary for other Vendors to visit the Kanawha County Office as part of the bidding process for subsequent Contracts. Officials of prospective Vendors shall be provided access to the Vendor's facilities under Agency supervision upon notice of the Agency to the Vendor of at least seven (7) calendar days. These visits shall be conducted so as not to interfere with the Vendor's operation.
- D. All contacts by the Vendor with legislative representatives concerning any case handled by the Vendor or the Agency, whether by written correspondence,

telephone or other means, shall be reported to the Agency in writing within one (1) business day, on a standard form provided by the Agency.

- E. Contacts between the Vendor and other states, territories or foreign governments on behalf of the Agency shall be restricted to the local jurisdiction handling an interstate case or the Central Registry of that state in compliance with Federal regulations.
- F. The Vendor shall permit its management staff and other personnel to attend periodic regional and statewide meetings conducted by the Agency and to serve on Agency Committees or Task Teams as requested by the Agency. Expenses for attending these meetings will be the responsibility of the Vendor.
- G. All media contacts by the Vendor or its personnel regarding the operation or administration of the Kanawha County child support program shall be coordinated through the DHHR Office of Communications and Legislative Affairs. The Vendor shall immediately advise the Contract Administrator or designee of any media contact.
- H. The Vendor shall establish and maintain professional working relationships with the judiciary, clerks of the court, the local Department of Health and Human Resource Offices and the local legal community.
- I. The Vendor shall use stationery bearing the Department of Health and Human Resources letterhead for all official correspondence related to the business of the Kanawha County Office. Such letterhead shall contain an explanatory note at the bottom of the sheet regarding the private operation of the office which identifies the Vendor. The design and content of the stationery shall have prior approval of the Agency before its use.

Operating Change Wholly Initiated by the Vendor

Changes in key personnel, the operating system, procedures, programs or facilities used in support of the county office functions must receive written approval from the Agency prior to such changes being made. Approval will not be unreasonably withheld. These changes must not have a negative impact on the Agency and must not have an adverse effect on the ability of the Vendor to meet any requirement or deliverable as set forth in this Request.

Accounting Requirements

The Vendor shall maintain detailed business and accounting records concerning all activities carried out pursuant to the Contract. The Vendor shall maintain generally

accepted accounting policies and procedures, maintain records and supply reports to the Agency periodically, and as may be requested by the Agency. All accounting policies and procedures shall be in compliance with established State and Federal regulations and shall be subject to approval by the Agency.

The Vendor shall supply the Agency with the relevant fiscal records of Contract revenue and expenses. These records shall include, but are not limited to, the following: a monthly income statement including all revenues and expenses incurred in the operation of the Contract.

If demanded by the Agency, the Vendor shall supply a Statement of Financial Position (balance sheet) with 48 hours of said demand.

The Vendor shall maintain business and accounting records for a five (5) year post contract period or until the final resolution of any pending audit questions and litigation whichever occurs later. During the five (5) year post-contract period, delivery of and access to the listed items shall be provided by the Vendor at no cost to the State.

Mandatory Reporting of Unlawful Activity/Welfare Fraud

The Vendor shall report all cases of suspected welfare fraud or public assistance overpayments to the appropriate Department of Health and Human Resources Office. The Vendor shall not be responsible to determine if action should be taken against the suspected individual. The Vendor shall cooperate as requested by DHHR in any investigation or proceedings relating to an individual's receipt of benefits. All reporting shall be in compliance with the Agency's Policy Manual.

Fair Hearings

The Vendor must use the Fair Hearings process as set forth in Agency Policy. The Vendor shall be responsible for providing adequate space which will ensure privacy and confidentiality for each Fair Hearing.

Limitation on Use of Premises

The Vendor is precluded from conducting any other business on the premises of the Kanawha County Office other than those activities directly related to the services covered by this Request unless it obtains prior written permission from the Agency.

Transfer of Operations to Successor

At the end of the Contract period, the Vendor shall cooperate fully in any transition of the Kanawha County program to either the Agency or another Vendor. The objective of the Agency is to provide for an orderly transition of program operations. The transition period will be designed to minimize the disruption of the services provided in the Kanawha (County Office) and to maintain an effective level of services during the

transition period. Also during the transition period, the Vendor shall maintain staffing sufficient to maintain consistency of services provided and encourage staff to seek employment with either the Agency or the successor Vendor.

The Vendor shall provide:

- A. The complete physical operations of the Kanawha County Office;
- B. The right to purchase any equipment and software at a fair and reasonable price;
- C. The opportunity to hire any of the Vendor's employees to assist in the transition to either the Agency or another Vendor;
- D. A transition plan eight (8) months prior to the end of the Contract period and shall provide a description of each unit of the Vendor's organization, including staff, equipment, facilities, supply consumption, workloads, standard procedures, file system, a list of all job titles and the number of persons in each job title, a projection of the annual budget, a complete organizational chart detailing reporting relationships, a supply list and consumption history, a listing of all subcontracts, agreements and leases and facility layout as well as any other information requested by the Agency that it believes necessary to effect a smooth transition and turnover. An updated transition plan may be requested by the Agency.
- E. Training for the Agency or successor Vendor in the operation of the county office; and
- F. Access to the Vendor's facility.

The Vendor shall assume any and all costs, expenses and responsibilities associated with those activities and duties required during the transition period. The Agency will commit, at its expense, those personnel necessary to prepare for the turnover in accordance with a pre-approved plan in the event the Kanawha County Office reverts back to the Agency for operational activities.

Vendor's Program Responsibilities

The Vendor shall be responsible for the operation of a full service child support program in Kanawha County, West Virginia. The Vendor shall fully comply with the provisions of this Request and shall abide by the proposal submitted in response to the Request for Quotation and the Contract awarded as the result of this Request.

The Vendor shall comply with all provisions of Title IV-D of the Social Security Act, as amended, Title 45 of the Code of Federal Regulations, West Virginia State Code, the Policy of the Agency and any program instructions issued by the Department or the

Agency. This includes any new Federal or State laws, regulations and policy that are enacted or that may become effective during the period of the Contract. The operational activities of the Kanawha County Office shall be performed by the Vendor for and on behalf of the State of West Virginia and the Department of Health and Human Resources.

The Vendor shall operate the full-service county office at facilities and locations approved by the Agency within the political jurisdiction of Kanawha County.

The Vendor shall use the forms promulgated by the Agency for all aspects of case management. All case documentation shall be maintained in a standardized format prescribed by the Agency as cases are often transferred from one county office to another. Specifically, the Vendor shall use those forms that exist within the OSCAR system.

The Vendor shall represent the Agency in judicial and administrative hearings pursuant to West Virginia Code §48-18-101 *et seq.*, and shall vigorously advocate the interests of the Agency in a manner which is consistent with the provisions of the Code of Professional Responsibility. In this regard, the contractor agrees to bring all court actions in the name of the State and the Agency and to notify the Agency of any judicial or administrative order which adversely affects the State or Agency's interest.

If the Vendor is a defendant in any lawsuit stemming from the operations under this contract, the Vendor shall notify the Agency at least (3) three business days prior to entering into any settlement. The Vendor will not enter into any settlement which results in a loss of revenue to the State or the Agency without the Agency's prior written approval. The Vendor shall petition the court for program fees to be assessed against the obligor for services rendered in accordance with instructions from the Agency as well as accept and remit to the Agency any fees tendered which are required to be charged under state or Federal law, regulation or policy.

The Vendor shall follow the policy of the Agency as it relates to the appeal of issues to the Circuit Court and the West Virginia Supreme Court of Appeals.

The Vendor shall be responsible for all costs associated with the operations of the Kanawha County Office unless specifically noted otherwise in this Request. Vendor responsibility for costs includes the cost of civil filings and service of process.

Vendor's Major Operational Tasks

The following major operational tasks shall be performed by the Vendor within the time frames identified in this Request, as well as in Agency Policy and the Code of Federal Regulations (CFR). The CFR is the primary and final time frame determinant except in those instances where state statutory or judicial law or Agency Policy provides for a stricter time frame. These tasks include:

A. Intake

The Vendor shall provide applications for the purpose of establishing a case with the Agency within the standards and time frames specified in the Agency's policy. The Vendor shall assign sufficient staff to the Kanawha County Office of the Department of Health and Human Resources (DHHR) for the purpose of interviewing and obtaining child support applications from applicants for Temporary Assistance for Needy Families (TANF) and Medicaid Only Services simultaneously with the intake process for these public benefit programs. Vendor staff shall be available on-site during all business hours of the Kanawha County DHHR Office. The DHHR Office for Kanawha County is presently located at 4190 Washington Street West, Charleston, West Virginia.

The Vendor shall establish a case record within two (2) days of receiving a referral from a public agency or an application for services. The Vendor shall, upon receipt of a referral or an application for services, make an assessment of the case within twenty (20) calendar days of receipt in order to determine the appropriate and necessary action on the case and document the outcome of said assessment.

B. Locating Obligors

The Vendor shall conduct locate activities to obtain and verify information concerning the physical location of an obligor, his or her employment or other sources of income, and/or his or her assets which would be sufficient and necessary for the Vendor to take the next appropriate action in any case in accordance with Federal law and regulations, as well as Agency Policy. The Vendor shall properly document these activities and their results in the automated system case record. The Vendor shall assure that case data meets the requirements for submission of cases to the Expanded Federal Parent Locator System (EFPLS), at least annually, for any obligor that has not been located.

C. Establishing Paternity

The Vendor shall take appropriate actions to establish paternity or to exclude a putative father in all cases in which paternity has not been established or is an issue in compliance with Federal and State law, regulations and Agency policy.

The Vendor shall provide information as required to the West Virginia Vital Registration Office to permit the entry of paternity information on birth certificates.

The Vendor shall use only those genetic testing laboratories which are fully accredited by the American Association of Blood Banking and fully licensed by the State in which the laboratory is located. The Agency will be responsible for genetic testing costs incurred at laboratories under State Contract. The Vendor

will be responsible for the costs of testing incurred at laboratories that are not under State Contract, unless such testing is approved by the Agency in writing prior to the test. The Vendor shall use the laboratory under State Contract as the primary testing laboratory for the Kanawha County Office.

D. Establishment and Adjustment of Support Orders

The Vendor shall be responsible for establishment services in compliance with Federal and State law, regulations and Agency Policy. The Vendor shall obtain a child support and a medical support order within applicable time frames in all cases which do not have an appropriate child and/or medical support order in place. In addition, the Vendor shall seek an order to reimburse the State of West Virginia for any public assistance paid on behalf of the family for the period prior to the establishment of a current support order. If no reimbursement is obtained or partial reimbursement is obtained, the order must specify the basis for this decision.

The Vendor shall periodically review support orders in TANF cases, as well as upon a request from either party to a child support case or from another IV-D agency, in order to determine whether an adjustment to the child support obligation is appropriate. The Vendor shall comply with Agency Policy and with Federal and State law and regulations in performing this responsibility. The Vendor shall participate in proceedings filed by pro se parties or by private counsel, if requested by the court or the Agency or if the Vendor's attorney deems it necessary.

E. Enforcement of Child Support and Medical Support Orders

The Vendor shall enforce the terms of all child support and medical support orders using all appropriate enforcement remedies in compliance with the requirements of the Agency's Policy and Federal and State law and regulations. These requirements also apply to arrears only cases whether the arrears are child support, spousal support or medical support arrears, whether owed to an obligee or to the State. In cases where arrears are owed that have not been specified in a court order, the Vendor shall follow the methods prescribed in Agency policy for inclusion of arrears in enforcement actions, and shall take appropriate actions to preserve child support arrears under any applicable statute of limitations.

The Vendor shall, in any instance where appropriate, issue an income withholding notice within two (2) working days of its receipt of information concerning a potential source of income of an individual subject to a support obligation. The Vendor shall regularly monitor cases in order to identify delinquencies and ensure that the appropriate enforcement actions are initiated. The Vendor shall document such monitoring and enforcement activities in the case record in the OSCAR system and as appropriate in the scanned case file. If service of process

is necessary prior to taking an enforcement action, service must be completed within sixty (60) calendar days of identifying the delinquency.

F. Distribution

The Vendor shall promptly obtain and enter into the automated system all orders for support within two (2) business days and create a case financial record. The Vendor shall take all other actions necessary to assure prompt processing of receipts and appropriate disbursement thereof. The Vendor shall be responsible for maintaining correct case financial records and for providing proper documentation to the Agency when a manual correction of a financial record is required.

G. Handling of Support Payments in the County Office

The Vendor shall forward all payments of support received at the local office to the Agency's Lock Box on the same day said payment is received by the Vendor. When cash payments are received at the local office, the Vendor shall process such payments in compliance with the Agency's policy for handling cash payments.

H. Interstate Cases

The Vendor shall provide interstate services in compliance with Federal and State statutes and regulations and Agency Policy on all cases where such services are appropriate.

When West Virginia is the **Responding** state, the Vendor shall:

1. Take all appropriate action on an interstate case that it would take on an in-state case within the mandated time frame applicable to the action;
2. The Vendor shall inform the initiating state in advance of any formal hearing which may result in the establishment or adjustment of support order and shall notify the initiating state within ten (10) working days of receipt of new information;

When West Virginia is the **Initiating** state, the Vendor shall:

1. Use West Virginia's long-arm jurisdiction statute as appropriate;
2. Within twenty (20) calendar days of determining that the obligor is in another state, refer the case to the other state's Central Registry Unit unless case assessment results in a decision to use long-arm jurisdiction;

3. Provide the responding state with sufficient and accurate information to act on the case and provide additional information requested by the responding state within applicable time frames;
4. Notify the responding state within ten (10) working days of receipt of new information on a case; and
5. Notify the responding state if the case is closed.

I. Case Documentation

The Vendor shall document all actions fully in order to ensure that the case record contains the following:

1. Any referral document from a public agency and/or the IV-D application;
2. The record of any contacts with the obligee or the obligor, the date, the reason and the results of the contact;
3. A record of any efforts to use local and State locate resources, the dates and results of the effort;
4. A record of any locate, paternity and child support and medical support actions including information on service of process activities, the dates and the results of the efforts;
5. A record identifying the support order and documentation of the use of the child support guidelines in calculating the amount of the obligation;
6. A copy of all court orders;
7. A record of communication to and from the agency administering the State's IV-A program;
8. Any allegations of domestic violence, spousal or child abuse relating to parties to this action, and the response of the agency to this information;
9. A record of communication to and from other IV-D Agencies;
10. Details concerning the closing of a case, the date thereof and the reason for such action;
11. Any other documentation requirement placed by the Agency on its county offices.

For activities not initiated directly in the OSCAR system, the Vendor shall enter and/or update data in the automated system within two (2) working days of any activity or the receipt of any case related information. Data documentation shall include:

1. Each step of a case action;
2. Date of action;
3. Results of any and all case actions; and
4. Person taking the action.

The Vendor shall date stamp all incoming correspondence including, but not limited to, forms, documents, notices and any other material pertinent to the recipients of service, as well as material pertinent to the administration of the Contract or operation of the office on the date of receipt. The Vendor shall adopt and use procedures that assure the integrity of legal documents that are date stamped.

J. Security of Information

The Vendor shall ensure that information pertaining to an obligee, an obligor and dependent children is protected in compliance with the applicable laws and Agency policy. For release of information to any third party to a case, other than a customer's attorney, a signed release for said information must be provided by a party to the case. Security procedures that are developed by the Vendor for the county office shall be subject to approval by the Agency. A failure to provide and maintain adequate security and the confidentiality of records is cause for immediate termination of the Contract.

K. Health Insurance Portability and Accountability Act (HIPAA)

The Vendor shall execute any required HIPAA forms at the time the contract is executed and maintain compliance with the same to ensure the confidentiality of any information covered by HIPAA.

L. Customer Services

The Vendor shall provide a high quality, high outcome, customer-focused operating plan that guides all services. A customer-focused operating plan is premised on the concepts of:

1. Problem solving;
2. Value added assistance; and
3. Meeting the needs of customers.

It is assumed that the Vendor is the expert in the delivery of child support services and that it is not the responsibility of the customer to identify the actions needed on a case. The customer is entitled to timely and effective case outcomes.

- M. At a minimum, the Vendor shall assure the following standards and timelines are met:
1. The Vendor shall provide an application package on the same day that an individual makes a request for services in person, or within five (5) working days of a written or telephone request for services.
 2. The Vendor shall notify the obligee within two (2) business days of any and all actions taken by the agency to establish, modify or enforce support obligations. This shall include the official filing of legal documents, issuance of administrative forms and entry of court orders. This requirement does not apply to system generated enforcement activities such as submission to tax offset programs.
 3. The Vendor shall respond to written, telephone and in-person requests for appropriate case management or financial information which is received from an obligee, an obligor, and an attorney for either parent or another designee, within five (5) working days of receipt of said request. This initial response can be in the form of an acknowledgment; a response addressing the content issue of the customer's contact must be made within ten (10) working days of said receipt, unless a delay is requested in writing by the Vendor and agreed to by the person or persons making the request.
 4. The Vendor shall document the receipt of any such request and the content, date and identity of the person making the response in both the case record and a customer contact log. The supporting documentation of such contacts shall be available to the Agency as requested. The Vendor shall provide a monthly report to the Agency that describes the number and type of customer contacts, summarizes the status of the Vendor's response to each contact, identifies reasons why standards were not met, and describes planned actions to address any issues in delivering customer services per the terms of the Contract.
 5. The Vendor shall refer any request made under the West Virginia Freedom of Information Act to the Agency's Office of General Counsel within one (1) business day of the receipt of said Request.

N. Closing Cases

The Vendor shall timely close all appropriate cases per the standards provided in Agency Policy.

Monthly Progress Reports

The Vendor shall submit monthly progress reports to the Agency Contract Administrator. The first progress report will be due at the conclusion of the first month after the award of the Contract. The monthly progress reports must include a monthly report of contacts not resolved by Vendor's Customer Service Team, as well as a monthly report of financial audits pending, as follows:

1. Audit referrals pending in the Kanawha County Office for balance adjustment;
2. Audit referrals pending in the Kanawha County Office for attachment as exhibits to court pleadings, correspondence, etc.; and
3. Audit referrals pending at the Agency's State Office

Additionally, the monthly progress reports must contain information on significant events, status of program operations, staffing levels, accomplishments, description of training that has been provided, problems or backlogs encountered in caseload processing, customer service issues, activities planned for the next two (2) reporting periods, meetings held and any other information deemed necessary and relevant by the Agency or the Vendor. The Agency will consult with the successful Vendor regarding the specific format and elements of the report.

Meetings regarding issues identified in these reports shall be set and handled as requested by either party. This reporting requirement may be suspended or reduced at the option of the Agency's Contract Administrator upon demonstration of satisfactory progress by the Vendor.

Vendor Performance Reviews

The Vendor shall establish and provide its own internal program audit and quality assurance function. The Vendor shall provide a report, no less often than quarterly, to the Agency concerning its performance on the mandatory components of service delivery.

STATE RESPONSIBILITIES

Training

Immediately upon notification of selection, the Vendor shall prepare a detailed transition plan for the Agency's approval. The Agency will participate in and provide transitional training services per the requirements of this plan. On a continuing basis, the Agency will support the Vendor's trainers. Training support will be provided in areas such as legal and policy issues, program compliance, use of the automated system, case management and management of case financials. Training support to the Vendor will be

provided by the Agency at no charge to the Vendor. The Vendor may be required to provide facilities and will be responsible for all direct costs of its staff related to participation in training activities.

On-line Support Collection and Reporting System (OSCAR)

The Agency will provide the Vendor access to the OSCAR system during the transition period at no cost to the Vendor and, thereafter, during the term of the Contract. The Agency will insure that the Vendor has the same access to OSCAR as all other Agency offices. The State will provide the assistance of the OSCAR Help Desk to the Vendor and its staff at no cost to the Vendor during the term of the Contract.

Referrals for Services and Updates

The Agency will prepare and transmit referrals to the Vendor on appropriate cases pursuant to the requirements of Titles IV-A, IV-E, and XIX of the Social Security Act. Said referrals shall contain the information necessary for case processing and to allow the Vendor's staff to make appropriate decisions on what action is required relative to services covered under this Request.

The Agency will provide information relative to any changes in the status of IV-A, IV-E, or XIX referred case, including, but not limited to, termination of public assistance and/or changes in the current grant amount and changes in the status of beneficiaries in assistance cases.

Locate Services

The Agency will provide the Vendor the same locate services provided to its other local offices at no cost to the Vendor. Said services currently include the State Parent Locate Unit, the Federal Parent Locator Service, the State and Federal New Hire Registries, the Financial Institution Data Match System, the Federal Case Registry, Electronic Interfaces with certain data bases and individual access to certain data bases. These services will be provided without cost to the Vendor.

Interstate and Central Registry Services

The Agency will serve as the State information agent in matters involving interstate cases and as the Central Registry for all incoming interstate IV-D requests, including interstate income withholding requests. The Agency will disseminate interstate requests to the Vendor for appropriate action in the same manner as such requests are disseminated to other local offices.

Tax Offset Submissions

The Agency will, via the OSCAR system, submit Kanawha County cases which meet the relevant requirements to the West Virginia Department of Tax and Revenue for intercept of State tax refunds.

Consultation

The Agency will consult with and advise the Vendor concerning any potential settlements which affect the status of the State's right to collect child support in IV-A and non-IV-A cases and concerning all adverse administrative or judicial rulings in order to determine further actions by the contractor or the Agency.

The Agency will provide a policy manual and policy updates to the Vendor and will be available to provide policy clarification, interpretation and guidance in a timely manner to staff of the Vendor relative to particular situations.

Contract Administration

The Agency will designate a Contract Administrator who will be the designated contact for the Vendor in implementation of the Contract. The Agency will conduct meetings with the Vendor, as requested by either party, to discuss the status of the Vendor's activities in furtherance of the purposes of this Contract.

Contract Monitoring

The Department and the Agency shall have the authority to perform reviews and audits of the services rendered by the Vendor and any subcontractors. These reviews and audits may include, but are not limited to, the following:

- A. Review of the Vendor's county office functions and organization, policies, procedures, operating practices, operating efficiency, equipment and software, facilities, security and documentation of staff qualifications and training;
- B. Review of all Vendor documentation concerning service delivery;
- C. Review of the case processing transactions, in order to determine that all Federal and State laws and regulations have been satisfied, that all time frames have been met, that all operational functions have been performed correctly, and that any system or procedural changes provide sufficient audit trails;
- D. Review of the Vendor's compliance with Contract terms, system specifications, pertinent State and Federal laws and regulations, administrative directives and program documentation standards;
- E. Review of the Vendor's internal audit/review system(s).

In order to properly perform its oversight functions, the following is required:

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- A. Access to all facilities including, but not limited to, program files, documentation and Vendor personnel. The Vendor shall also provide read and copy access to all files including, but not limited to, the hard copy case files, inventory control files, program management files, procedural files and any other files that might be related to the operation of the county office.
 - B. The Vendor shall provide the personnel necessary for the retrieval of any and all automated and/or manual county office operational and case management information and records, as well as any other data maintained by the Vendor that is relevant to the office operations.
 - C. The Agency will monitor the Vendor at least quarterly to determine that the Vendor is meeting the requirements of the Contract. This shall include an on-site visit. The State will issue a report quarterly to the Vendor concerning the results of its monitoring activities.

Compliance, Performance, and Customer Service Reviews

The Agency will conduct the reviews detailed in the Vendor Compensation and Penalties Sections of this RFQ.

Case Intervention (Mandatory)

The Agency reserves the right to intervene in any case for cause, as determined by the Agency. Such intervention may include case specific actions implemented by Agency personnel. The Vendor shall be advised of each instance where intervention has occurred and the specific case action taken.

Goal Establishment

The Agency will annually establish goals for the Kanawha County Office. These goals will be consistent with Federal compliance criteria (45 C.F.R §§ 301-310), the overall annual goals and vision of the Agency as set forth in its annual work plan and the performance measures on which Federal financial incentives are based. The Vendor may be expected to participate in the goal setting process.

Provision of Information on Collections

The Agency will provide the Vendor information on the monthly amount of collections within ten days following the end of each month.

Notification of Deficiencies

Nothing shall preclude the Agency from implementing financial penalties and/or Contract termination rights provided in the Contract if, in the Agency's opinion, the Vendor's

deficiencies warrant such action. In the normal course of business, however, the Agency will maintain informal communications regarding minor issues as they are identified. The Agency will use the following types of notification to the Vendor upon identification of deficiencies:

A. *Warning Letter*

A "Warning" letter may be issued at any time that the Agency identifies a specific deficiency. A "Warning" letter may also be issued if quarterly performance statistics fall below a minimum acceptable level, or if performance deficiencies are of such magnitude that corrective action is deemed necessary.

B. *Notice of Intent to Take Action Letter*

A "Notice of Intent to Take Action" letter will be issued by the Agency when the Vendor fails to implement corrective action after receiving a "Warning" letter about the deficiency, or if another situation arises of such a grievous nature as determined by the Agency, to warrant immediate and strong action by the Vendor to correct the deficiency. The Agency shall specify the deficiencies and the intended action on its part, which may include termination of the contract.

In all instances, the Vendor shall respond in writing within ten (10) calendar days of receiving any notice described under this section. The Vendor's response shall indicate the corrective action, including any necessary timetables that must be taken to correct the identified deficiency. The Agency reserves the right to determine whether the Vendor has cured the deficiency.

C. *Performance Evaluation Meetings (Mandatory)*

Formal performance evaluation meetings shall be set at the discretion of the Agency, but shall be held at least annually.

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. It should be completed, signed, and returned with the bid. 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 Agency.

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 vendor's bid. 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.

Insurance Requirement

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 Agency 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:

- A. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence.
- B. For property damage: a minimum of \$1,000,000 per occurrence.
- C. For professional liability: 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. 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;
- B. 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 that it is exempt from such coverage;
- C. Provide certification that it is registered as a Vendor with the West Virginia Department of Administration, Division of Purchasing; and
- D. Obtain necessary licensing through State Tax Department.
- E. Provide a copy of its WV Business Certificate and any other license it may be required to hold by the nature of its operation.

Project Term

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual written consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one (1) 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, Executive actions, 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.

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.

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.

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, 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 written 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 may 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 upon mutual agreement of the parties with ninety (90) days prior notice.

Notwithstanding any other provision of this RFQ or resulting Contract, any Contract resulting from this RFQ is intended to provide continuity of services and the management thereof on a continuous basis. In the event of termination of the Contract by the Vendor, the Vendor must assure the continuity of services at a level consistent with the Contract terms for a period not to exceed twelve (12) months from the notice of termination or until such time as the Agency can provide for an alternate Vendor, whichever occurs earlier.

Changes in Scope

If changes in scope of the original Contract become necessary, a formal Contract change order shall be negotiated by the State, the Agency and the Vendor to address changes to the terms and conditions, costs of, or scope of work included under the Contract. An approved Contract change order is defined as one approved by the State and the West Virginia Attorney General's Office prior to the effective date of such amendment. An approved Contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. No changes in scope are to be implemented except with the approval of the State and shall be limited to ten percent (10%) of the original contract award amount.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement identifying any price impact on the Contract or to state that there is no impact. In the event that price shall be impacted by the scope change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

Vendor Compensation

The compensation schedule will be monthly. The base payment to the Vendor shall be calculated as a percentage of net disbursements in Kanawha County cases. The eligible net disbursements shall be those assigned to Kanawha County cases as shown in the end-of-the-month disbursements report produced by the OSCAR system, subject to the limitations stated below.

The amount of net disbursements will be determined based on the proper application of a receipt to the financial balance in a case. The net disbursements for which the Vendor may claim compensation are those receipts applied to a case on or after the first day the Vendor assumes operational responsibility for the Kanawha County Office. However, no receipt may be included in the compensation base more than one time.

The amount of net disbursements shall also be reduced by the amount of any incorrect disbursements to a case that were actually disbursed to an obligee if the cause of the incorrect disbursement resulted from factors within the authority and control of the Vendor. This shall also include any situation occurring more than six months after the beginning of the Contract where disbursement error results from incorrect case financial data existing at the beginning of the Contract. If the Vendor currently operating the full service office in Kanawha County is again awarded the Contract, this provision will be in effect from the beginning date of the Contract. The Vendor shall reimburse the Agency on a dollar for dollar basis for any monetary losses the Agency suffers as a result of Vendor error. However, if the dollar amount of the Vendor error is twenty-five dollars (\$25.00) or less, such Vendor error shall be considered de minimus, and therefore shall not be referred for Agency recoupment. Vendor errors of twenty-five dollars (\$25.00) or less shall be considered a routine cost of business and shall not be reimbursable to the Agency.

Invoices and Compensation

The Vendor shall submit a monthly arrears invoice to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the Contract. Adjustments to the total amount of compensation owed to the Vendor shall be included. Adjustments shall be based on achievement of specified criteria as applicable and distribution errors which have resulted in a loss or created an expense to the Agency.

Liquidated Damages

The Vendor agrees that liquidated damages may be imposed by the State for failure to provide and maintain adequate staff; failure to maintain telephone, fax, and computer access; failure to maintain operations during normal business hours; and failure to maintain operational physical facilities within Kanawha County, West Virginia. Liquidated damages shall be at a daily rate equal to the previous quarter's compensation payable to the Vendor divided by the number of business days plus fifteen percent (15%). Liquidated damages shall be recovered by the State by a reduction of the compensation otherwise payable to the Vendor per the standard invoicing process.

In addition, liquidated damages shall be assessed for the following failures:

Data Reliability

The Federal government audits a sample of the BCSE's cases each year in order to determine the accuracy of the data in the BCSE's system. The audit is conducted after the close of each Federal fiscal year, and is normally completed approximately one year later. The categories of data are defined by Federal laws and regulations. The scope of the audit is administratively determined by the Federal government on a year-to-year basis. Certain of these data elements are entered into the BCSE's OSCAR computer system by individual workers. An individual worker's failure to enter correct data into the system or to correct or update data as needed, can cause a "data reliability error" finding in an audit. Failure to achieve a satisfactory statewide reliability rating in a particular category of data may result in the loss of an entire category of Federal funding. The BCSE devotes substantial resources to preventing data reliability errors. Any individual failure on the part of the Vendor both jeopardizes Federal funding and also results in BCSE Central Office resources being devoted to corrective action. Accordingly, for every individual data reliability error assessed by the Federal Auditor in any case in the Kanawha County caseload on the last day of the Federal fiscal year that was assigned to the Vendor on or before September 20 of the audit period, the Vendor shall pay a penalty to the BCSE in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

Self-Assessment

The BCSE is required to conduct an annual "self-assessment" review pursuant to 45 C.F.R. 308. This is a compliance review conducted by BCSE staff with the results reported to the Federal funding agency. It measures use of timely, appropriate

mechanisms to achieve program goals. Pass/fail quantitative standards are set by the Federal government. No direct incentives or penalties are tied to the results of this audit. However, any inadequacies discovered in the audit will be addressed through corrective action. For every individual category of the self-assessment audit for which the Vendor's region achieves less than a passing score, the Vendor shall pay a penalty of One Thousand Dollars (\$1,000.00).

Customer Service

Vendor failure to provide customers with timely, accurate answers to inquiries or complaints, results in the State staff being required to address customer complaints. The Vendor shall hire staff and provide sufficient training on office procedures to ensure customer concerns are properly addressed. Beginning with the third full calendar month of the implementation of the contract, the BCSE shall review a random sample of up to ten cases from the Vendor's customer contact log described herein **Vendor's Major Operational Tasks**. During the first four reviews, an information-only assessment will be provided to the Vendor. Beginning with the seventh full month of contract implementation, if when calling the customer does not reach a live representative on the day of the call, the customer must be contacted by the Vendor's staff within two business days and action must be initiated to resolve the customer's inquiry. The Vendor will be assessed a penalty of Two Hundred Fifty Dollars (\$250) for each customer for whom the relevant issue was not identified and addressed in this manner. In the event a customer makes multiple inquiries on the same day or during the course of the month, this penalty is per customer, not per inquiry and not per error. The failure of the customer to accurately identify the issue in the case will not shield the Vendor from a penalty if the issue was one that should have been identified from an evaluation of the case(s).

Mechanism for Payment of Liquidated Damages

The Agency shall notify the Vendor in writing within 30 days of identifying any infractions of the terms of this RFQ of the assessment of liquidated damages against the Vendor. If the contract is still in effect, the Vendor shall deduct all liquidated damages from its next net monthly billing amount following written notification from the BCSE of the liquidated damages. If the contract is no longer in effect, the Vendor shall remit payment within thirty (30) days of written demand from the Agency.

Record Retention & 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 upon written request, make available all records at Vendor's location during normal business hours to Agency personnel within ten (10) days after receipt of the request.

The Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the vendor to carry out the duties and responsibilities defined in this contract. The Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the 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 the Vendor.

Patent and Copyright Indemnification (Information)

The Vendor shall warrant that all materials and/or products produced hereunder will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party. In the event of such claim against the State, the State shall promptly notify the Vendor and the Vendor shall defend said claim in the State's name, at the Vendor's expense and shall indemnify and hold harmless the State against any loss, expense or liability arising out of such claim, whether or not such claim is successful and will satisfy any final award for such infringement whether it is resolved by settlement or judgment.

If in the opinion of the Vendor, the equipment, materials or information, computer software and materials are likely to or do become the subject of a claim of infringement, then without diminishing the Vendor's obligation to satisfy any final award, the Vendor may with the Agency's written consent, substitute other equally suitable equipment, materials and information or at the Vendor's option and expense, obtain the right for the State to continue the use of such equipment, and/or software substitution. The State must protect its interest in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software.

Security and Confidentiality of Records and Information

The Vendor shall maintain the confidentiality of information through secure facilities, software, and documentation. The Vendor shall maintain a secure area during and after business hours for the storage of case files and other documents requiring protection in compliance with good business practices and to the satisfaction of the Agency, including a fire detection system. The Vendor shall be responsible for ensuring that only authorized personnel are permitted access to the operations and file areas. Access to the automated system and associated systems shall be governed by security procedures established by the Agency. The Vendor shall notify the Agency within twenty-four (24) hours of an occurrence, or the Vendor's knowledge thereof, of any event that may represent a breach of its security obligations.

The Vendor's employees, agents and subcontractors shall have access to private and confidential information received and maintained by the State to the extent necessary to carry out the Vendor's responsibilities pursuant to the Contract. The Vendor shall accept

responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data collected, maintained or used during the course of the Contract period shall be disclosed by the Vendor, its employees, agents, or subcontractors, during the contract period or thereafter except as authorized by statute or prior written authorization of the Agency. The Vendor shall agree to indemnify and hold the State, the Agency, its employees, agents and subcontractors harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of confidentiality by the Vendor and its employees, agents, and subcontractors. Said indemnification shall include legal fees and other costs paid or incurred to enforce the provisions of the Contract.

The BCSE's largest source of funding is the Federal government. The Federal government has set forth various standards for performance for IV-D programs, some of which have direct financial consequences for inadequate performance or the failure to report reliable data. The IV-D program is required to take corrective action with respect to any inadequacy or inaccuracy. The following penalties shall be assessed IN ADDITION TO any rights to terminate the contract as outlined in this RFQ under **Contract Termination**.

Cancellation

- A. Either party may cancel this contract without cause upon sixty days written notice to the other.
- B. This contract shall be automatically canceled if any change in Federal or state law makes the continuation of the contract illegal.
- C. The BCSE may cancel the contract for cause for any of the following conditions:
 - 1. Failure of the Vendor to adequately respond to any Warning Letter.
 - 2. Failure of the Vendor to maintain a percentage of cases under order of 80%.
 - 3. Failure of the Vendor to maintain a paternity establishment measure of 90% (or such other percentage specified by the Federal government to avoid penalty to the IV-A or IV-D block grant).
 - 4. Failure of the Vendor to maintain a current support collection percentage (as defined in Federal incentive regulations) within the top 37 West Virginia counties.

5. Failure of the Vendor to maintain a percentage of cases with arrears payments (as defined in Federal incentive regulations) within the top 37 West Virginia counties.
6. Failure by the Vendor to maintain the security of confidential customer information.

Evaluation Process

Bids will be evaluated as to the lowest responsible bidder meeting specifications. The bid shall provide the information listed below and should be formatted in the same order:

Title Page — The 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 — The Table of Contents must 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:

- A. A statement indicating that the Vendor is a corporation or other legal entity;
- B. A statement identifying all addenda to the bid (If there are no addenda, a statement to that effect must be included.);
- C. 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;
- D. 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
- E. 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 include the following information:
 1. A description of the company/organization and a list of its principal

- owners, officers, employees, and contracted personnel;
2. Information regarding its corporate status and regarding any subsidiary corporations;
 3. Information concerning its principal office location and a list of any locations where it conducts business;
 4. Credible, detailed evidence of its related experience and capabilities in providing child support of other similar services, including the dates that contract with other IV-D programs began and whether and when renewals did not take place;
 5. Details on the resources that are available to the company/organization related to the required services;
 6. Details on the experience and capabilities of the company/organization and individuals associated with it which qualify it to provide the requested services; and
 7. Details of any litigation that the company has been involved with, or is pending and details of any settlements the company has entered into before or during litigation. Vendor must make a response as to whether or not litigation has occurred or is pending.

Qualifications of Staff

Vendor must identify key personnel assigned to the project and must provide resumes of key personnel that are to be assigned on either a transitional or permanent basis to the project as well as an organizational chart. If proposed key personnel are not presently employed by the Vendor, the Vendor must provide a signed letter of intent from the individual stating an intention to accept employment if the Vendor is awarded the Contract.

Project Work Plan

Vendor must provide a proposed work plan that demonstrates a clear grasp of the overall project and services to be provided, with specific action steps that will guarantee the successful provision and completion of services. This work plan must detail how the Vendor will perform and complete the services required in this Request, describing how it will address any problems, unforeseen events and opportunities the Vendor may encounter.

Costs

Using the Cost Sheet, the Vendor shall provide a cost proposal stated as a percentage

of disbursements, to be used in calculating the Vendor Compensation described above. The Purchaser reserves the right to request additional information on the content of the Vendor's proposal for clarification only. No changes can be made to a Vendor's cost proposal after bid opening.

Basis of Award: The Vendor must bid on all tasks listed above. The Vendor must 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

Cost Sheet #CSE12068

Time Frame	Percentage of Disbursements
Year 1	
Year 2	
Year 3	

Vendor Signature: _____

Date: _____

Appendix A

APPENDIX A GUIDING PRINCIPLES OF SOUND PRIVATIZATION

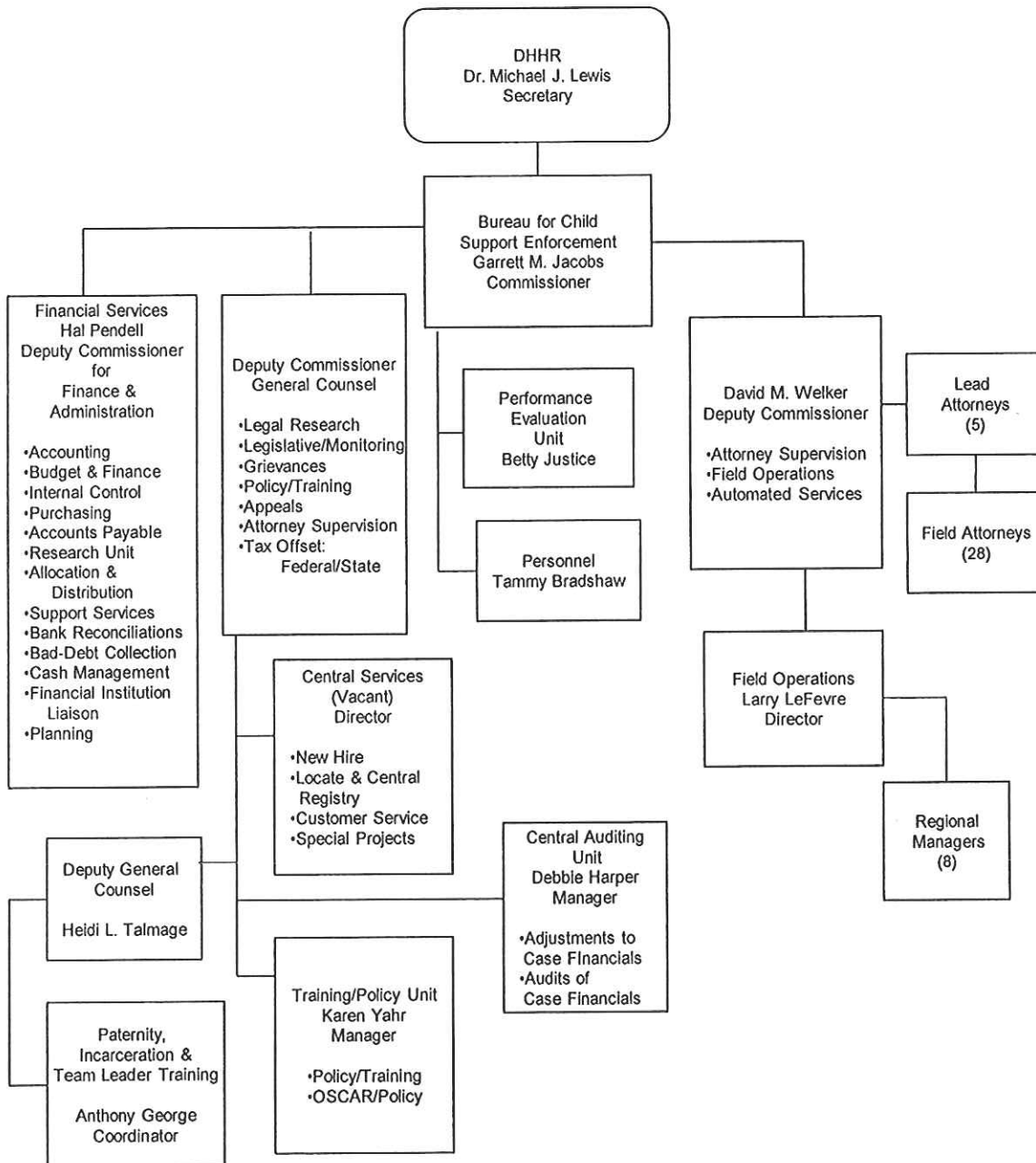
The West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement, accepts the potential value that privatization of support enforcement can bring to the State. However, it strongly suggests that privatization actions be within an agreed upon set of principles:

1. Privatization should be used strategically. While not an Agency objective itself, privatization should be used as a strategic tool to better structure and focus the Agency's resources to meet the challenges of its mission.
2. Any privatization initiative decision analysis should seek to answer three fundamental questions:
 - Is the activity a viable candidate for privatization?
 - What are the costs and benefits expected from a privatization option?
 - Is privatization sensible to pursue? In other words, do the tangible and intangible benefits outweigh the costs?
3. Privatization initiatives should be structured to benefit taxpayers and to balance risks and rewards. Appropriate cost/benefit analysis should demonstrate the risks and rewards. Appropriate cost/benefit analysis should demonstrate the economic value of any privatization initiative.
4. Competition helps ensure successful privatization ventures. Privatization efforts should harness competition to enhance performance and maximize returns to taxpayers. The competitive forces of the marketplace reward efficiency, challenge new players to participate, and often lead to innovative approaches and technologies.
5. Stakeholder involvement in privatization adds value and improves outcomes. Because privatization changes the way the Agency conducts business, those affected by the change should participate in shaping the process.
6. When privatization occurs for the first time, worker and community transition assistance are essential. While privatization initiatives may lead to changes in the structure of the Agency workforce, they can also translate into new opportunities for workers and communities. Appropriate attention should be afforded workers whose jobs would be affected by privatization, in order to make the transition most effective.
7. Privatization requires a new way of doing business. The Agency must develop new ways of thinking and new skills to successfully develop and manage

privatization initiatives. This new thinking must challenge traditional ways of doing business at the Agency, especially where privatization and state-operated processes must link to ensure a business climate in which privatization will be successful.

8. All Contracts for privatization should have established measures of performance and effective methods for monitoring performance. When performance requirements are not met or assessment suggests that costs outweigh the value of privatization, immediate action should be taken by the Agency to remedy the situation.

**APPENDIX B
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN
RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT**



April 2011

APPENDIX C
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT

COLLECTIONS FOR KANAWHA COUNTY
State Fiscal Years

MONTH	2007-2008	2008-2009	2009-2010
<i>July</i>	\$1,939,515	\$2,298,717	\$2,076,932
<i>August</i>	\$1,963,497	\$2,109,049	\$1,891,134
<i>September</i>	\$1,735,832	\$2,015,820	\$1,947,943
<i>October</i>	\$1,946,429	\$2,001,987	\$1,930,684
<i>November</i>	\$1,882,523	\$1,794,642	\$2,006,716
<i>December</i>	\$1,874,297	\$2,068,670	\$2,045,050
<i>January</i>	\$1,938,251	\$1,899,879	\$1,881,256
<i>February</i>	\$1,892,392	\$1,977,801	\$2,129,495
<i>March</i>	\$2,758,597	\$2,629,089	\$2,825,269
<i>April</i>	\$2,264,833	\$2,424,275	\$2,406,823
<i>May</i>	\$2,392,275	\$2,200,830	\$2,401,980
<i>June</i>	\$2,416,871	\$2,522,625	\$2,271,740
Total	\$25,005,312	\$25,943,385	\$25,815,022
Average	\$2,083,776	\$2,161,949	\$2,151,252

ADDENDUM**TAX INFORMATION SECURITY****A. PERFORMANCE**

In performance of this contract, the Vendor agrees to comply with and assume responsibility for compliance by Vendor's employees with the following requirements.

1. All work will be done under the supervision of the Vendor or the Vendor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Vendor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Vendor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of Vendor's computer facility, and no output will be retained by the Vendor at the time the work is completed. If immediate purging of all data storage components is not possible, the Vendor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or Agency's designee. When this is not possible, the Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or the Agency's designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8. The Vendor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
9. The Agency will have the right to void the contract if the Vendor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

3. Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Vendors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a vendor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the vendor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

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

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

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).

Principal Corporate Seal

(R)

(O)
(Name of Principal)
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.

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.**

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.

RFQ No. CSE 12068

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING 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 _____