

**ATTACHMENT C
COST DETAIL SHEET**

CP-1713
Page 1 of 6

CONTRACTOR _____

**THE COST SHEET MUST BE SUBMITTED IN ITS OWN SEALED ENVELOPE AND PLACED
WITHIN THE ORIGINAL RFP RESPONSE PACKAGE.**

Contractors must complete all blank grids. Incomplete cost detail sheets will be cause for rejection of RFP response. Cost methodologies established to reflect the anticipated service based on number of receipts and disbursements processed and the percentage of those receipts and disbursements processed via electronic media as outlined in Section 1.4.4, Outreach. Electronic media is defined as data obtained either on disk, tape or EDI.

Costs should reflect that the State will retain ownership rights to all work performed under this contract.

RFP CP-1713 METHODOLOGY ONE - MANDATORY

	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
***THIS IS A UNIT PRICE					
UNIT PRICE PER COLLECTION BASED ON 300,000-350,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 350,000-400,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 400,000-450,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 450,000-500,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 500,000-550,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 550,000-600,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 600,000-650,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 650,000-700,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
***THIS IS A UNIT PRICE					
UNIT PRICE PER DISBURSEMENT BASE ON 200,000-250,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 250,000-300,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 300,000-350,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 350,000-400,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 400,000-450,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 450,000-500,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 500,000-550,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$

**ATTACHMENT C
COST DETAIL SHEET**

CP-1713

Page 2 of 6

CONTRACTOR _____

RFP CP-1713 METHODOLOGY ONE - MANDATORY	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH BASED ON 300,000-350,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 350,000-400,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 400,000-450,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 450,000-500,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 500,000-550,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 550,000-600,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 600,000-650,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 650,000-700,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
*** THIS IS A MONTHLY PRICE					
OUTREACH SERVICE PER MONTH	\$	\$	\$	\$	\$
*** THIS IS A UNIT PRICE					
EMPLOYER TABLE PER WORKLIST BASED ON 1,500-2,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 2,000-2,500 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 2,500-3,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 3,000-3,500 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 3,500-4,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 4,000-4,500 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 4,500-5,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
*** THIS IS A UNIT PRICE					
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 10,000-20,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 20,000-30,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 30,000-40,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 40,000-50,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 50,000-60,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 60,000-70,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 70,000-80,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$

ATTACHMENT C
COST DETAIL SHEET
CP-1713
Page 3 of 6

CONTRACTOR _____

RFP CP-1713 METHODOLOGY ONE				OPTIONAL	OPTIONAL
***THIS IS A TOTAL ORGANIZATIONAL PRICE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
HONESTY BOND(S)	\$	\$	\$	\$	\$
PERFORMANCE SURETY	\$	\$	\$	\$	\$

Below are optional requirements. DWD will have the option to contract these requirements each year.

RFP CP-1713 METHODOLOGY ONE - OPTIONAL				OPTIONAL	OPTIONAL
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH BASED ON 300,000-350,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 350,000-400,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 400,000-450,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 450,000-500,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 500,000-550,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 550,000-600,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 600,000-650,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 650,000-700,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH - COMPONENT 3	\$	\$	\$	\$	\$
*** THIS IS A HOURLY PRICE					
HOURLY RATE FOR REPORT GENERATION	\$	\$	\$	\$	\$

ATTACHMENT C
COST DETAIL SHEET
 CP-1713
 Page 4 of 6

CONTRACTOR _____

Contractors must complete all blank grids. Incomplete cost detail sheets will be cause for rejection of RFP response. Cost methodologies established to reflect the anticipated service based on number of receipts and disbursements processed and the percentage of those receipts and disbursements processed via electronic media as outlined in Section 1.4.4, Outreach. Electronic media is defined as data obtained either on disk, tape or EDI.

Costs should reflect that the State will retain ownership rights to all work performed under this contract.

RFP CP-1713 METHODOLOGY TWO - REQUIRED

TOTAL FIXED
STARTUP COST

\$ _____	PLUS
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	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
*** THIS IS A UNIT PRICE					
UNIT PRICE PER COLLECTION BASED ON 300,000-350,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 350,000-400,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 400,000-450,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 450,000-500,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 500,000-550,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 550,000-600,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER COLLECTION BASED ON 600,000-650,000 COLLECTIONS PER MONTH	\$	\$	\$	\$	\$
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UNIT PRICE PER DISBURSEMENT BASE ON 300,000-350,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 350,000-400,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 400,000-450,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 450,000-500,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$
UNIT PRICE PER DISBURSEMENT BASE ON 500,000-550,000 DISBURSEMENTS PER MONTH	\$	\$	\$	\$	\$

ATTACHMENT C
COST DETAIL SHEET
 CP-1713
 Page 5 of 6

CONTRACTOR _____

RFP CP-1713 METHODOLOGY TWO - MANDATORY	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 4	OPTIONAL YEAR 5
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH BASED ON 300,000-350,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 350,000-400,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 400,000-450,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 450,000-500,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 500,000-550,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 550,000-600,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 600,000-650,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 650,000-700,000 COLLECTIONS PER MONTH - COMPONENT 1	\$	\$	\$	\$	\$
*** THIS IS A MONTHLY PRICE					
OUTREACH SERVICE PER MONTH	\$	\$	\$	\$	\$
*** THIS IS A UNIT PRICE					
EMPLOYER TABLE PER WORKLIST BASED ON 1,500-2,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
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EMPLOYER TABLE PER WORKLIST BASED ON 2,500-3,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 3,000-3,500 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 3,500-4,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 4,000-4,500 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER TABLE PER WORKLIST BASED ON 4,500-5,000 WORKLISTS PER MONTH	\$	\$	\$	\$	\$
*** THIS IS A UNIT PRICE					
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 10,000-20,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 20,000-30,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 30,000-40,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 40,000-50,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 50,000-60,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 60,000-70,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$
EMPLOYER WITHHOLDING LIST PER MONTH BASED ON 70,000-80,000 EMPLOYER LISTS PER MONTH	\$	\$	\$	\$	\$

**ATTACHMENT C
COST DETAIL SHEET
CP-1713
Page 6 of 6**

CONTRACTOR _____

RFP CP-1713 METHODOLOGY TWO				OPTIONAL	OPTIONAL
***THIS IS A TOTAL ORGANIZATIONAL PRICE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
HONESTY BOND(S)	\$	\$	\$	\$	\$
PERFORMANCE SURETY	\$	\$	\$	\$	\$

Below are optional requirements. DWD will have the option to contract these requirements.

RFP CP-1713 METHODOLOGY TWO - OPTIONAL				OPTIONAL	OPTIONAL
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH BASED ON 300,000-350,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 350,000-400,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 400,000-450,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 450,000-500,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 500,000-550,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 550,000-600,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 600,000-650,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
CUSTOMER SERVICE PER MONTH BASED ON 650,000-700,000 COLLECTIONS PER MONTH - COMPONENT 2	\$	\$	\$	\$	\$
*** THIS IS A MONTHLY PRICE					
CUSTOMER SERVICE PER MONTH - COMPONENT 3	\$	\$	\$	\$	\$
*** THIS IS A HOURLY PRICE					
HOURLY RATE FOR REPORT GENERATION	\$	\$	\$	\$	\$

ATTACHMENT D
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part 98 of the July 1, 1993 Code of Federal Regulations (pages 537-555).

**(Before Completing Certification, Read Attached Instructions
Which Are an Integral Part of the Certification)**

1. The prospective lower tier participant certifies, by submission of this proposal, to the Department of Workforce Development, State of Wisconsin, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, to the Department of Workforce Development, State of Wisconsin, such prospective participant shall attach an explanation to this proposal/bid.

Name and Title of Authorized Representative

Signature

Date

Company/Organization Name

Contract/Bid/Bulletin Number

Definitions:

Lower tier transaction: Any procurement contract for goods or services between a participant and the Department of Workforce Development, State of Wisconsin, regardless of type expected to equal or exceed the Federal procurement small purchase threshold under a primary covered transactions.

Primary covered transaction: Any nonprocurement transaction between the Department of Workforce Development, State of Wisconsin and a Federal agency including: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation agreements and any other nonprocurement transactions.

ATTACHMENT D

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person in which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E

STATE OF WISCONSIN
DOA-3477 (R12/96)

Bid / Proposal # _____

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME

FEIN _____ FAX _____
Phone _____ Toll Free Phone _____
Address _____
City _____ State _____ Zip + 4 _____

2. Name the person we may contact in the event there are questions about your bid / proposal.

Name _____ Title _____
Phone _____ Toll Free Phone _____
FAX _____
Address _____
City _____ State _____ Zip + 4 _____

3. All vendors that are awarded over \$25,000 on this contract will be required to submit affirmative action information to the department. Please name the person in your company we may contact about this plan.

Name _____ Title _____
Phone _____ Toll Free Phone _____
FAX _____
Address _____
City _____ State _____ Zip + 4 _____

4. Mailing address where state purchase orders are to be mailed and person the department may contact concerning orders and billings.

Name _____ Title _____
Phone _____ Toll Free Phone _____
FAX _____
Address _____
City _____ State _____ Zip + 4 _____

This document can be made available in accessible formats to qualified individuals with disabilities.

ATTACHMENT F

STATE OF WISCONSIN
DOA-3478 (R12/98)

Bid / Proposal # _____

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

ATTACHMENT G
DWD CONTRACT TERMS & CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin does not issue a tax exempt number for state agencies.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 SHELTERED WORK CENTER CRITERIA:** A work center must be certified under s 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be twenty five thousand dollars (\$25,000) or more require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty five (25) employes. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employes and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employes engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
- 23.4** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders may request the form if it is not part of the Request for Bid package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Madison, Wisconsin 53707 (Telephone 608-266-8123).
- State classified and former employes and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employe for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin, Department of Administration.

ATTACHMENT G

SUPPLEMENT TO STANDARD TERMS AND CONDITIONS (REQUESTS FOR BIDS/PROPOSALS)

TABLE OF CONTENTS

1.0	ACCEPTANCE OF PROPOSAL CONTENT
2.0	AMENDMENTS
3.0	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
4.0	CONFIDENTIALITY
5.0	CONFLICT OF INTEREST
6.0	CONSENT TO BREACH NOT WAIVER
7.0	DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP
8.0	DUAL EMPLOYMENT
9.0	EMPLOYMENT
10.0	EXAMINATION OF RECORDS
11.0	EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT
12.0	FORCE MAJEURE
13.0	FOREIGN CORPORATION
14.0	HOLD HARMLESS
15.0	INDEMNIFICATION
16.0	INDEPENDENT CAPACITY OF CONTRACTOR
17.0	LEGAL RELATIONS
18.0	NEWS RELEASES
19.0	NOTICES
20.0	ORDERING (additional terms)
21.0	PRICING AND DISCOUNT (additional terms)
22.0	PRIME CONTRACTOR AND SUBCONTRACTORS
23.0	PRIME CONTRACTOR RESPONSIBILITY
24.0	RECORDKEEPING AND RECORD RETENTION
25.0	RIGHT TO PUBLISH
26.0	SITE RULES AND REGULATIONS
27.0	TERMINATION OF AGREEMENT
28.0	WARRANTY (additional terms)

**SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS
(REQUESTS FOR BIDS/PROPOSALS)**

The State of Wisconsin reserves the right to incorporate standard state contract provisions into any contract negotiated with any proposal submitted responding to this RFP. These *Standard Terms and Conditions* (DOA-3054) are contained in the appendix. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. In addition to the *Standard Terms and Conditions* (DOA-3054) listed in the appendix, the contract will contain the following provisions:

- 1.0 **ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 **AMENDMENTS:** Unless specifically prohibited by the solicitation document which was the basis for this Agreement, this Agreement may be amended, in writing, by mutual consent of the parties with the same degree of formality evidenced in this agreement.
- 3.0 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor; and
 - (c) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
 - (d) Each person signing this proposal certifies that:
 - He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 3(a) through 3(d) above;
 - He/she is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 3(a) through 3(d) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 3(a) through 3(d) above.

4.0 CONFIDENTIALITY: Contractor acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and Contractor shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or other manufacturer's, contractor's or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this Agreement on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of noncompliance by Contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

5.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.355 and 181.225, Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

6.0 CONSENT TO BREACH NOT WAIVER: The waiver by the State of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of this Agreement.

7.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

7.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

7.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

8.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

9.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the agency.

10.0 EXAMINATION OF RECORDS: The Contractor agrees that the Department will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this contract. Such material will be retained for three years by the Contractor following completion of the contract.

- 11.0 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT:** In the event of contract award, the State of Wisconsin Data Processing Agreement, the contents of this RFP and its attachments, RFP addenda and revisions, the proposal of the successful contractor, and additional terms agreed to in writing by the agency and the Contractor shall become part of the contract and in the event of conflict the order of precedence shall be as specified in the State of Wisconsin Data Processing Agreement. Failure of the successful contractor to accept these as a contractual agreement may result in a cancellation of award.
- 12.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 13.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wis. Stats., relating to a foreign corporation. Any foreign corporation which desires to apply for a certificate of authority should contact the Office of the Secretary of State, Division of Corporation, P.O. Box 7846, Madison, WI 53707; telephone (608) 266-3590.
- 14.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the state and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 15.0 INDEMNIFICATION:** Contractor indemnifies and holds harmless the State and its agents and employees from and against all suits, claims, damages, judgments, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and/or service requirement by this Agreement, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction to tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 16.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor or Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State.

17.0 LEGAL RELATIONS:

17.1 The Contractor will at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

17.2 In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Contractor thereby, there will be no personal liability upon the Department, it being understood that in such matters the Department acts as agent and representative of the State.

18.0 NEWS RELEASES: News releases pertaining to this procurement or any part of the proposal shall not be made without the prior approval of the State.

19.0 NOTICES: All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or upon (3) three days after posting if sent by certified mail, return receipt requested. Notice shall be given to the person(s) or official(s) who are the signatories of this Agreement at the address shown on the State of Wisconsin Data Processing Agreement form.

20.0 ORDERING (additional terms): Official State purchase orders shall be placed directly to the Contractor by authorized purchase order writing agencies. In addition, the State may give notice to Contractor that a third party or third parties may write purchase orders to Contractor under the terms and conditions of this Agreement, provided that any such third parties have agreed to accept responsibility for the State's obligations under this Agreement, and, further provided, that any such third parties may only write purchase orders to Contractor under this Agreement in order to fulfill those third parties' contractual obligations to the State. No other purchase orders are authorized.

21.0 PRICING AND DISCOUNT (additional terms):

21.1 Any increase proposed shall be submitted to the State ninety (90) calendar days before the renewal date of this Agreement, and shall be limited to fully documented cost increases which Contractor shall demonstrate to be applicable to all State or local governmental agencies in all States. Prices may not be increased during the initial term of the contract.

21.2 Any element of recurring or nonrecurring cost which must be borne by the State has been identified by Contractor in their response to the State's solicitation document. This includes, but is not limited to travel, document production, presentation production, meals, lodging, consulting, hardware/software, communications, space, supplies, licenses and data processing expenses. All items of cost for compliance with the State's requirements are shown in Contractor's price as contained in their response to the State's solicitation document which is attached by reference to this Agreement.

21.3 In those cases where Federal funding is used for acquisition of products and/or services, interest cannot be paid under any installment purchase or lease/purchase arrangement entered into as a part of this Agreement.

21.4 If Contractor reduces its published purchase price, rental or maintenance rates or increases their purchase option credit percentage for any items which are the subject of this Agreement during the term of this Agreement, the State shall have the immediate benefit of such lower price, or percentage increases on any such items for which Acceptance Testing under any Riders of this Agreement has not been completed.

21.5 Contractor shall convey to the State good title to purchased items, or items having a contract use cost which equals or exceeds demonstrable market or state bulletin costs, free and clear of all liens, pledges, mortgages, encumbrances or other security interest.

- 22.0 PRIME CONTRACTOR AND SUBCONTRACTORS:** Subcontractors must abide by all terms and conditions of the contract. When subcontractors are used, this should be clearly explained in the proposal. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.

The agency is committed to the promotion of minority business in the state's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.755, and 540.036, Wis. Stats.

The successful contractor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The agency will require from the successful contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract.

- 23.0 PRIME CONTRACTOR RESPONSIBILITY:** Contractor is the prime contractor. A prime contractor is the contractor who provides a service and receives a payment for that service. The State considers the prime contractor to be the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations.

Contractor may, with prior written permission from the State, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations, provided, that in no event shall the existence of the subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of Contractor's duties. Contractor agrees that all subcontractors shall be agents of Contractor and Contractor agrees to hold the State harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees.

The State may enter into contracts with third parties for the purpose of financing its purchases under this Agreement or of maintaining any equipment purchased under this Agreement. Contractor agrees to recognize such contracts upon notice from the State. Contractor acknowledges that this Agreement does not provide an exclusive commitment by the State to acquire all products and services offered in the Contractor's response to the State's solicitation document from Contractor.

- 24.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this RFP held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 25.0 RIGHT TO PUBLISH:** The Contractor will be allowed to write and have such writing published provided the Contractor has written approval from the Department before publishing writings on subjects associated with the work under this contract.

- 26.0 SITE RULES AND REGULATIONS:** Contractor shall use its best efforts to assure that its employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

- 27.0 TERMINATION OF AGREEMENT:** In the event that the contractor terminates this Agreement, for any reason whatsoever, it will refund to the Agency within 48 hours of said termination, all payments made hereunder by the Agency to the contractor for services not delivered. Such termination will require written notice to that effect to be delivered by the contractor to the Agency not less than sixty (60) days prior to said termination.

- 28.0 WARRANTY (additional terms):** Contractor further warrants that the items furnished by Contractor to the State will perform as described by Contractor in its response to the State's solicitation document.

ATTACHMENT H YEAR 2000 COMPLIANCE/READY

The following is the Department of Workforce Development's (DWD) definition of Year 2000 Compliance/Ready:

1. The application and system software has to correctly process dates that are less than, equal to or greater than 2000 when the current system date is between the current date and 1999/12/31 inclusive.
2. The application and system software has to correctly process dates that are less than, equal to or greater than 2000 when the current system date is 2000 or greater.
3. The application or system software has to process correctly when the system date rolls over between 1999/12/31 and 2000/01/01.
4. The application or system software has to process correctly when it is initialized (i.e., IPL, boot, cold or warm start, etc.) by complying with items 1, 2 and 3 above.
5. Date processing includes all uses of dates, whether used only internally or used externally to the software. this would include dates such as those found in audit and logging functions.
6. For 2-digit years or 3-digit years (2-digit years with century indicators):
 - a. If the application or system software is sending/receiving a date to/from another application or system, it must send/receive enough information that subsequent programs or applications sending/receiving this data can comply with items 1 through 5 above. Dates must be unambiguous.
 - b. Compliant date range for each stored date must be defined. (Therefore, if possible, it is better to have one range for all the stored dates. e.g., 1960-2059)
 - c. Define compliant system date range for testing.

ATTACHMENT I

BANKING SERVICES

The following is a list of banking services which will be provided by the financial institution designated by the State Depository Selection Board (currently Firststar Bank, Milwaukee, N.A.). If the prime contractor finds it necessary to procure additional banking services not listed below, it will first consult with the State.

Deposit Services

- * Unencoded Items Deposited-RCPC & US Treas.
- * Unencoded Items Deposited-Transits
- * Unencoded Items-Local
- * Unencoded Items Deposited-On us
- * Unencoded Items Deposited-Foreign
- * Return Items-regular Handling
- * Return Items-S[pecial Instruction
- * Unencoded Items Deposited-Encoding Credit
- * Deposits and Other Credits
- * Research of Deposited Items
- * Copies of Deposited Items
- * Deposit Proof Corrections

Checking Services

- * Per Check Drawn on-us
- * Stop Payment-Watch List
- * Stop Payment Orders
- * Check Truncation-Six Month Storage
- * Check Retrieval
- * Check Retrieval Copies
- * Other Debits
- * Payable-through (Treasury) Drafts
- * Payable-through Drafts Account Maint (per acct/month)
- * Pre-Authorized Checks
- * Reconciliation Services
- * Reconciliation-Fine Sort
- * Account Maint-Regular Accounts (per acct/month)
- * Account Maint-Zero Balance Accounts (per acct/month)
- * Microfilming

Electronic Funds Transfer Services

- * ACH-Credit
- * ACH-Direct Deposit
- * ACH-Debit
- * ACH-Premium-Base Charge (per month)
- * ACH Fed Pass-Thru Reg Cr
- * ACH-Tape Handling (per application/month)
- * ACH Fed Pass-Thru Reg DR
- * ACH>Returns NOC
- * ACH-Manual Input
- * ACH-Return Items
- * ACH Fed Pass-Thru Prem DR
- * Funds Trf-State Treasurer On-line Repetitive
- * Funds Trf-Repetitive Wire Set-up

- * Funds Trf-State Treasurer On-line Non-Repetitive
- * Funds Trf-State Treasurer On-line Report-Wire Activity
- * Funds Trf-State Treasurer On-line Report-Account Balance
- * Funds Trf-Incoming
- * Funds Trf-FEDWIRE
- * Funds Trf-Outgoing-Nonrepetitive
- * Funds Trf-Outgoing-Repetitive
- * Funds Trf-International Outgoing
- * Funds Trf-Related Account Transfers
- * Funds Trf-Wire Investigations
- * Funds Trf-Verbal Requests

ATTACHMENT J

OVERVIEW OF KIDS SYSTEM

STATE OF WISCONSIN

KIDS INFORMATION DATA SYSTEM (KIDS) BUREAU OF CHILD SUPPORT P.O. BOX 7935 MADISON WI 53707
TEL 608/266-9909 FAX 608/266-3689

KIDS Wisconsin's Automated Child Support System

In the fall of 1996, the final four of Wisconsin's 72 counties converted their child support cases into KIDS (Kids Information Data System). KIDS is the state's new computer system that helps counties collect and disburse child support payments and manage child support enforcement activities.

KIDS is Wisconsin's response to the federal requirement, in the Family Support Act of 1988, that all states develop fully-automated, statewide child support systems. This new system is greatly enhancing the child support services provided to Wisconsin families. By increasing collections and paternity establishment, KIDS is enabling Wisconsin to continue as a national leader in child support enforcement.

At the county level, KIDS allows child support workers to spend less time on manual tasks, while concentrating more on cost effective enforcement activities such as employer wage withholding. In addition, KIDS automatically produces required court documents and legal notices.

KIDS is helping more children receive financial support, and KIDS is helping reduce dependency and decrease costs associated with economic assistance programs. KIDS improves the ability to locate parents with child support debts and it allows child support laws to be enforced uniformly statewide.

KIDS was developed by the state of Wisconsin and Integrated Systems Solutions Corporation (ISSC), a subsidiary of IBM. Representatives from county Child Support Agencies and Clerks of Court Offices were involved in developing KIDS from the start. The result is a user-friendly system that boosts agencies' abilities to efficiently manage child support enforcement tasks.

Who benefits from KIDS?

Custodial parents

KIDS helps find non-custodial parents by checking federal and state computer systems for addresses. This leads to increased collections. By tracking all unpaid child support amounts on a statewide basis, KIDS helps the state intercept more tax refunds from parents who have not paid their child support.

KIDS charges interest on unpaid child support balances. The interest rate is 1.5 percent per month (18 percent per year). Custodial parents receive their child support payments accurately and in a timely manner with KIDS.

Non-custodial parents

Parents who owe child support will regularly receive billing coupons generated by the KIDS system starting in 1997. These will include account information and remind parents when their payments are due. The system provides a uniform method for distributing payments to court-ordered obligations.

KIDS provides an interactive voice response telephone system to allow participants to obtain information about their cases. From a touch-tone phone, parents can inquire whether KIDS has recorded a child support payment or if a check for support has been issued.

Employers

The cooperation of employers allows Wisconsin to collect approximately 70% of child support payments through income withholding. Combining that with collections received directly from parents brings Wisconsin's 1997 child support collections more than \$806 million. KIDS hopes to build on this success by improving the process employers use to withhold support payments.

Each month, starting in 1997, KIDS will produce lists for each employer of their employees who are subject to income withholding. Employers will return these lists with their income withholding checks for each pay period. Employers can use the lists to when an employee has left the company or when a new employee with a child support order has been hired.

Child support workers

For the first time, county workers have immediate access to information on all child support cases in the state. This allows them to share employer and address information, which leads to increased collections. In addition, KIDS produces the standard documents and reports that Child Support Agencies used to prepare manually.

KIDS receives automatic referrals from the state's economic support (AFDC) and substitute care systems. This reduces the paperwork between agencies and eliminates the manual procedures that county workers used to perform. The system alerts workers the next appropriate action to be taken in a case. This helps workers meet federal time lines for enforcement activities and ensures that all cases are processed properly.

Clerks of court

KIDS accurately tracks payments to provide a clear status of all accounts in a child support case. It accurately calculates unpaid support, interest, and unreimbursed public assistance over the life of the case. Billing coupons, which KIDS will begin producing regularly in 1997, will enhance the accurate entry of support collections processed by staff in Clerk of Court's offices.

State and federal governments

KIDS' federal certification will help guarantee that each county meets state laws and federal regulations. In cases where children receive Medical Assistance benefits, KIDS identifies non-custodial parents who have health insurance available, either through their employer or elsewhere. This helps child support workers know when to seek modifications to an order so that the responsibility for providing health insurance can be shifted from the government to the parent.

11/96

ATTACHMENT K

Lockbox Layout (Receipt input to KIDS)

002301*	HEADER RECORD LAYOUT		00250000
002302*	_____	*	00270000
002310 01	WSAC435-HEADER-REC.		
002400*	_____	*	00240000
002500*	RECORD TYPE		00250000
002700*	_____	*	00270000
002710	05 HR-REC-TYPE	PIC X(02).	
003101*	_____	*	00320000
003102*	DATE PAYMENT RECEIVED		00330000
003104*	_____	*	00350000
003110	05 HR-DATE-RECD	PIC X(8).	
003111*	_____	*	00320000
003112*	COLLECTION SOURCE		00330000
003113*	_____	*	00350000
003120	05 HR-COLL-SOURCE	PIC X(4).	
003121*	_____	*	00320000
003122*	EMPLOYED ID - FOR WITHHOLDING ONLY		00330000
003123*	_____	*	00350000
003130	05 HR-EMP-ID	PIC X(10).	
003131*	_____	*	00320000
003132*	COLLECTION METHOD		00330000
003133*	_____	*	00350000
003140	05 HR-COLL-METHOD	PIC X(4).	
003141*	_____	*	00320000
003142*	FILLER FOR HEADER RECORD		00330000
003143*	_____	*	00350000
003144	05 HR-FILLER	PIC X(57).	
003145*	_____	*	00320000
003146*	DETAIL RECORD LAYOUT		00330000
003147*	_____	*	00350000
003148 01	WSAC435-IO-DATA REDEFINES WSAC435-HEADER-REC.		
003149*	_____	*	00240000
003150*	RECORD TYPE		00250000
003151*	_____	*	00270000
003152	05 LOCK-REC-TYPE	PIC X(02).	00280000
003153	88 HEADER-RECORD	VALUE '01'.	00290002
003154	88 DATA-RECORD	VALUE '02'.	00291002
003155	88 TRAILER-RECORD	VALUE '03'.	00300002
003156	88 VALID-REC-TYPE	VALUE '01' '02' '03'.	00310002
003157*	_____	*	00240000
003158*	COURT CASE NUMBER		00250000
003159*	_____	*	00270000
003160	05 LOCK-COURT-CASE	PIC X(13).	
003161*	_____	*	00240000
003162*	PARTICIPANT NUMBER		00250000
003163*	_____	*	00270000
003164	05 LOCK-PART-ID	PIC X(10).	
003165*	_____	*	00240000
003166*	SSN NUMBER		00250000
003167*	_____	*	00270000
003168	05 LOCK-PART-SSN	PIC X(09).	
003169*	_____	*	00240000
003170*	REFERENCE NUMBER		00250000
003172*	_____	*	00240000
003173	05 LOCK-REF-NUMBER	PIC X(10).	
003174*	_____	*	00240000
003175*	DATE WITHHELD FOR WITHHOLDING ONLY		00250000
003176*	_____	*	00270000
003177	05 LOCK-DATE-WITHHELD	PIC X(8).	
003178*	_____	*	00240000
003179*	GROSS INCOME FOR WITHHOLDING ONLY		00250000

003180*			* 00270000	
003181	05 LOCK-GROSS-INC	PIC 9(10)V99.		
003182*			* 00240000	
003183*	COUNTY FIPS CODE			00250000
003184*			* 00270000	
003185	05 LOCK-CNTY-FIPS	PIC X(5).		
003186*			* 00240000	
003187*	DEBT TYPE CODE			00250000
003188*			* 00270000	
003189	05 LOCK-DEBT-CLASS	PIC X(6).		
003190*			* 00240000	
003191*	AMOUNT PAID			00250000
003192*			* 00270000	
003200	05 LOCK-AMOUNT	PIC 9(8)V99.		
012400*			* 01240000	
012500*	TRAILERE RECORD LAYOUT			01250000
012600*			* 01260000	
012700	01 WSAC435-TRAILER-REC REDEFINES WSAC435-HEADER-REC.			01270000
012900*			* 01290000	
013000*	RECORD TYPE			01300000
013200*			* 01320000	
013300	05 TR-REC-TYPE	PIC X(02).		01330000
013400*			* 01340000	
013500*	TOTAL NUMBER OF DETAIL RECORDS			01350000
013600*			* 01360000	
013700	05 TR-TTL-ITEMS	PIC 9(08).		01370000
013800*			* 01380000	
013900*	TOTAL DOLLAR AMOUNT OF PAYMENTS			01390000
014000*			* 01400000	
014100	05 TR-TTL-AMOUNT	PIC 9(10)V99.		01410000
014200*			* 01420000	
014300*	TRAILER FILLER			01430000
014400*			* 01440000	
014500	05 TR-FILLER	PIC X(63).		01450000
014600*			* 01460000	

ATTACHMENT L

CHECK OUTPUT FILE LAYOUT FROM KIDS

FKKAC477 - Create Check File

This program creates a file that contains the check data so that an external agency may print the checks. Any of Wisconsin's 72 counties can write to the check file as long as the data on the TCOUNTY table meets the necessary criteria. As counties are added to those that write to the file, no changes are necessary to the program, but the JCL that runs this program will have to be modified.

The types of checks are:

<u>CHKS-CD-DISB-TYPE</u>	<u>CHECK TYPE</u>
'CS'	Standard Check
'CI'	Interstate Check
'CT'	Third Party Check
'CE'	End-of-month Third Party Check
'CP'	Payer Check

CHKS-CD-DISB-TYPE of 'CR' is not processed by this program.

Check File Layout

01 CKFL-CHECK-FILE.
05 CKFL-NB-ZIP-CODE.
10 CKFL-NB-ZIP-5 PIC X(05).
10 CKFL-NB-ZIP-4 PIC X(04).
05 CKFL-CD-DISB-TYPE PIC X(02).
05 CKFL-CD-FIPS-FR PIC X(10).
05 FILLER PIC X(01).
05 CKFL-CD-TYPE PIC X(03).
05 CKFL-NB-DSB-EVNT PIC X(13).
05 CKFL-NB-CASE-CRT-NUM OCCURS 2 TIMES.
10 CKFL-NB-CASE-CRT PIC X(13).
05 CKFL-DT-CHK-PRT.
10 CKFL-DT-CHK-PRT-CC PIC X(02).
10 CKFL-DT-CHK-PRT-YY PIC X(02).
10 CKFL-DT-CHK-PRT-MM PIC X(02).
10 CKFL-DT-CHK-PRT-DD PIC X(02).
05 CKFL-IN-CHK-NUM PIC X(01).
05 CKFL-NB-CHK PIC X(10).
05 CKFL-AM-CHK-NUM PIC 9(07)V99 COMP-3.
05 CKFL-AM-CHK-WRTN PIC X(65).
05 CKFL-NM-CHK PIC X(44).
05 CKFL-AD-CHK-LN-1 PIC X(31).
05 CKFL-AD-CHK-LN-2 PIC X(31).
05 CKFL-AD-CHK-LN-3 PIC X(31).
05 CKFL-AD-CHK-LN-4 PIC X(31).
05 CKFL-DE-COC-NM PIC X(30).
05 CKFL-IN-PRT-DISB-NM PIC X(01).
05 CKFL-CHK-STUB-COMMON-FIELDS.
10 CKFL-NM-PYE PIC X(44).
10 CKFL-NB-SSN-PYE PIC X(09).
10 CKFL-NM-PYR PIC X(44).
10 CKFL-NB-SSN-PYR PIC X(09).
10 CKFL-DT-COLL.
15 CKFL-DT-COLL-CC PIC X(02).
15 CKFL-DT-COLL-YY PIC X(02).

15 CKFL-DT-COLL-MM PIC X(02).
 15 CKFL-DT-COLL-DD PIC X(02).
 10 CKFL-DT-WTHLD.
 15 CKFL-DT-WTHLD-CC PIC X(02).
 15 CKFL-DT-WTHLD-YY PIC X(02).
 15 CKFL-DT-WTHLD-MM PIC X(02).
 15 CKFL-DT-WTHLD-DD PIC X(02).
 10 CKFL-DE-COLL-SRC PIC X(30).
 05 CKFL-STD-STUB-FIELDS.
 10 CKFL-NB-DISB-ACCT PIC X(25).
 10 CKFL-STD-DEBT-TYPES OCCURS 15 TIMES.
 15 CKFL-CD-DEBT-TYPE PIC X(04).
 15 CKFL-NM-DEBT-TYPE PIC X(13).
 15 CKFL-AM-DEBT PIC 9(05)V99 COMP-3.
 10 CKFL-IN-ADDL-DEBTS PIC X(01).
 10 CKFL-DE-MSG-TXT-TEXT OCCURS 3 TIMES.
 15 CKFL-DE-MSG-TXT PIC X(78).
 05 CKFL-INTSTATE-STUB-FIELDS.
 10 CKFL-IN-MED-SUPP PIC X(01).
 10 CKFL-CD-FIPS-INIT PIC X(10).
 10 CKFL-CD-FIPS-RESP PIC X(10).
 10 CKFL-NB-INIT-CASE PIC X(15).
 10 CKFL-NB-RESP-CASES OCCURS 4 TIMES.
 15 CKFL-NB-RESP-CASE PIC X(10).
 05 CKFL-PAYER-PIN PIC X(10).
 05 CKFL-PAYEE-PIN PIC X(10).
 05 FILLER PIC X(50).

Header Record Layout

01 KIDS-HEADER-RECORD.
 05 FILLER PIC X(09).
 05 KIDS-HDR-REC-TYPE PIC X(02).
 05 KIDS-HDR-DATE-CREATE.
 10 KIDS-HDR-DATE-CC PIC X(02).
 10 KIDS-HDR-DATE-YY PIC X(02).
 10 KIDS-HDR-DATE-MM PIC X(02).
 10 KIDS-HDR-DATE-DD PIC X(02).
 05 KIDS-HDR-TIME-CREATE PIC X(09).
 05 KIDS-HDR-FILE-SEQ-NUM PIC S9(07) COMP-3.
 05 KIDS-HDR-COUNTY-NUM PIC X(02).
 05 FILLER PIC X(1121).
 05 FILLER PIC X(70).

Trailer Record Layout

01 KIDS-TRAILER-RECORD.
 05 FILLER PIC X(09).
 05 KIDS-TLR-REC-TYPE PIC X(02).
 05 KIDS-TLR-RECORD-TOTAL PIC S9(07) COMP-3.
 05 KIDS-TLR-CHECK-TOTAL PIC S9(07) COMP-3.
 05 KIDS-TLR-DOLLAR-TOTAL PIC S9(07)V99 COMP-3.
 05 FILLER PIC X(1129).
 05 FILLER PIC X(70).
 05 KIDS-TLR-COUNTY-NUM PIC X(02).

ATTACHMENT M

**NOTICE OF INTENT TO RESPOND
TO REQUEST FOR PROPOSAL: CP-1713**

In order to be eligible to receive any future information regarding this procurement, prospective proposers must complete and submit this Notice of Intent to Respond. Submittal of the Notice of Intent to Respond does not commit a vendor to submitting a proposal. It does assure prospective vendors that they will remain on the mailing list to receive any other future information about this RFP.

This Notice of Intent to Respond must be returned to *Charles Pasker*, Wisconsin Department of Workforce Development, Bureau of Procurement, 201 E. Washington Ave. Room 431X, PO Box 7518 Madison, WI 53707-7518 or by fax, 608-267-3757.

Failure to respond in a timely manner does not exclude a vendor from participating in the proposal process but a separate request to be placed on the mailing list will be required in order to receive proposal related information.

Contact *Charles Pasker* at 608-267-4435 if you have any questions regarding this document.

Name of Applicant: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Signature of Authorized Representative: _____

Title: _____

Date _____

ATTACHMENT N

SAMPLE OF COUPON/STATEMENT

MILWAUKEE CO CLERK OF COURT
FAMILY SUPPORT

PO BOX 3069
MILWAUKEE, WI 53201-3069

JOHN Q PUBLIC

123 OAK ST
ANYCITY WI 53000-0000

Form 1006AD (02/97)

AS OF:10/02/1997 PAGE: 0

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
BUREAU OF CHILD SUPPORT
MONTHLY BILLING STATEMENT

COURT CASE #: 4099PA000000
PAYER ID NUMBER: 0001234567
SOCIAL SECURITY: 123-45-6789

AS OF:10/02/1997

PAYMENT COUPON

PAGE: 0

COURT CASE #: 4099PA000000

PAYER NAME: JOHN Q PUBLIC

PIN NUMBER: 0001234567

SOCIAL SECURITY NUMBER: 123-45-6789

Form KIDSCP (03/87)

SEND TO: MILWAUKEE CO CLERK OF COURT

FAMILY SUPPORT
PO BOX 3069

MILWAUKEE, WI 53201-3069

RETURN THIS COUPON WITH

YOUR PAYMENT TO INSURE
THE CORRECT ACCOUNT IS

CREDITED.

PLEASE COMPLETE THE "AMOUNT ENCLOSED" AND SEND THIS COUPON WITH YOUR CHECK OR MONEY
ORDER

FOR PROPER CREDIT. DO NOT ENCLOSE CORRESPONDENCE OR CASH. A SERVICE FEE WILL BE
CHARGED

FOR EACH CHECK RETURNED FROM THE BANK. INDICATE THE DEBT TYPE
IF OTHER THAN CURRENT CHILD SUPPORT:

AMOUNT ENCLOSED:

IF YOUR EMPLOYER IS WITHHOLDING PAYMENTS FROM YOUR WAGES, THIS COUPON MAY BE USED TO
MAKE ADDITIONAL PAYMENTS TO REDUCE OUTSTANDING BALANCES, IF ANY.

55079 4090PA000000

XXX

1112223334445556667

AS OF: 10/02/1997

MONTHLY BILLING STATEMENT

PAGE: 2

SUPPORT OBLIGATION(S) FOR JOHN Q PUBLIC
PAYER PIN: 0001234567

COURT CASE 4099PA000000

1V-D CASE NUMBER	DEBT TYPE	CURRENT BALANCE	DUE	OR PERCENT /LESS	WHICHEVER IS GREATER PAYMENT DUE	MINIMUM MONTHLY
0009876543	CURRENT CHILD SPT	433.00				433.00
	CS ARREARS-CUSTODIAL(1)	2,892.88				(5)
	CS INT-CUSTODIAL	565.00				(5)
	LYING-IN ASSIGNED	0.00				10.00
	COURT COSTS	240.00				(5)
	RECPT & DISBURSE FEE	170.00				

Form KIDSH (06187)

This statement may not reflect recent payments made by either you or your employer.

Codes (1) through (6): See 'Key to Numerical Codes'.

AS OF:10/02/1997

MONTHLY BILLING STATEMENT

PAGE: 3

Key to Numerical Codes used on Preceding Page(s)

COURT CASE #: 4099PA000000

- (1) INTEREST WILL BE CHARGED AT A RATE OF 1.5% PER MONTH ON CHILD & FAMILY SUPPORT ARREARAGES OWED FOR MORE THAN 30 DAYS. INTEREST WILL BE CHARGED ON DEBTS MARKED WITH A (1).
- (2) THE AMOUNT DUE ON A PERCENTAGE ORDER CAN BE DETERMINED BY MULTIPLYING THE PERCENT TIMES YOUR GROSS INCOME.
- (3) TO DETERMINE HOW MUCH IS DUE ON A PERCENT OR LESS THAN ORDER, MULTIPLY THE PERCENT TIMES YOUR GROSS INCOME AMOUNT AND COMPARE IT TO THE CURRENT BALANCE. PAY THE AMOUNT THAT IS LESS.
- (4) TO DETERMINE HOW MUCH IS DUE ON A PERCENT OR GREATER THAN ORDER, MULTIPLY THE PERCENT TIMES YOUR GROSS INCOME AMOUNT AND COMPARE IT TO THE CURRENT BALANCE. PAY THE AMOUNT THAT IS MORE.
- (5) IF YOU HAVE NOT MADE ARRANGEMENTS TO REPAY THIS DEBT, PLEASE DO SO NOW.
- (6) THIS DEBT HAS BEEN OVERPAID BY THE AMOUNT STATED IN THE CURRENT BALANCE COLUMN.

A \$15.00 SERVICE FEE WILL BE CHARGED FOR EACH CHECK RETURNED FROM THE BANK.

TO CHECK THE CURRENT STATUS OF YOUR ACCOUNT, YOU MAY CALL THE AUTOMATED VOICE RESPONSE AT 1-800-991-5530. YOU WILL NEED YOUR PAYER PIN NUMBER TO ACCESS THE SYSTEM. Form KJ08BL (06/97)

AS OF:10/02/1997

MONTHLY BILLING STATEMENT

PAGE: 4

COURT CASE #: 4099PA000000

IV-D CASE: 0009876543
PAYEE NAME: JANE J DOE

-- CASE SUMMARY --
IV-D CASE:
PAYEE NAME:

CHILD(REN): JACK/JILL PUBLIC

CHILD(REN):

AS OF:10/02/1997

PAYMENT COUPON

PAGE: 5

COURT CASE #: 4099PA000000

PAYER NAME: JOHN Q PUBLIC

PIN NUMBER: 0001234567

SOCIAL SECURITY NUMBER: 123-45-6789

Form KIDCP (03/87)

SEND TO: MILWAUKEE CO CLERK OF COURT
FAMILY SUPPORT
PO BOX 3069
MILWAUKEE, WI 53201-3069

RETURN THIS COUPON WITH
YOUR PAYMENT TO INSURE
THE CORRECT ACCOUNT
CREDITED.

PLEASE COMPLETE THE "AMOUNT ENCLOSED" AND SEND THIS COUPON WITH YOUR CHECK OR MONEY ORDER

FOR PROPER CREDIT. DO NOT ENCLOSE CORRESPONDENCE OR CASH. A SERVICE FEE WILL BE CHARGED FOR EACH CHECK RETURNED FROM THE BANK. *INDICATE THE DEBT TYPE IF OTHER THAN CURRENT CHILD SUPPORT:* AMOUNT ENCLOSED:

IF YOUR EMPLOYER IS WITHHOLDING PAYMENTS FROM YOUR WAGES, THIS COUPON MAY BE USED TO MAKE ADDITIONAL PAYMENTS TO REDUCE OUTSTANDING BALANCES, IF ANY.

SS079 4099PA000000

XXX

0001234567 123456789

AS OF:10/02/1997

ANNUAL RECEIPT & DISBURSEMENT (R&D FEE)

PAGE:
COURT CASE #: 4098PA000000

Form KIDSRD (08/97)

PAYER NAME: ROBERT A CITIZEN

PIN NUMBER: 0001122334

SOCIAL SECURITY NUMBER: 111-22-3333

SEND TO: MILWAUKEE CO CLERK OF COURT
FAMILY SUPPORT
PO BOX 3069
MILWAUKEE, WI 53201-3069

RETURN THIS COUPON WITH
YOUR PAYMENT TO INSURE
YOUR R&D FEE ACCOUNT IS
CREDITED.

USE THIS COUPON ONLY TO PAY ANNUAL R&D FEE

AMOUNT ENCLOSED:
ANNUAL RECEIPT AND DISBURSEMENT FEE

55079 4098PA000000

FRD

0001122334

111223333

ATTACHMENT O

SAMPLE OF EMPLOYER LIST

PROGRAM : XXXX9999

DANE CO CLERK OF COURT

DATE: 10/15/1997

PO BOX 2628
MADISON, WI 53709
PHONE: 608-999-9999 EXT.
KIDS EMPLOYER LIST
KIDS EMPLOYER ID: 999999

PAGE: I

KIDS EMPLOYER: BIG BUSINESS
1000 COMMERCE DR
ANYCITY, WI 53000-0000

- A) PLEASE COMPLETE THE "GROSS INCOME" COLUMN FOR EACH EMPLOYEE WHO HAS A PERCENTAGE SIGN (%) IN THE "PCT" COLUMN. YOU MAY SUBMIT GROSS INCOME FOR ALL EMPLOYEES ON THE LIST IF THAT IS MORE CONVENIENT. GROSS INCOME IS DEFINED AS PRE-TAXES, PER PAY PERIOD, AND INCLUDING BONUSES.
- B) PLEASE COMPLETE THE "AMOUNT WITHHELD" COLUMN FOR EACH EMPLOYEE NAMED ON THIS LIST. ALSO, INDICATE THE "DATE WITHHELD" (PAYROLL CHECK DATE) AND THE "TOTAL" AMOUNT WITHHELD. IF THE DATE WITHHELD VARIES AMONG EMPLOYEES ON THE LIST FOR WHOM YOU ARE SENDING A PAYMENT, PLEASE INDICATE THE DIFFERENT PAYROLL CHECK DATES IN THE MARGIN NEAR THE APPROPRIATE NAME(S).
- C) IF YOU HAVE RECEIVED AN INCOME WITHHOLDING NOTICE/ORDER FOR AN EMPLOYEE WHO DOES NOT APPEAR ON THIS LIST, PLEASE ADD HIS/HER NAME ALONG WITH THE NECESSARY IDENTIFYING INFORMATION. COUNTY STAFF WILL UPDATE KIDS SO THAT THE EMPLOYEE(S) YOU ADDED WILL APPEAR ON FUTURE KIDS EMPLOYER LISTS.
- D) IF YOU CAN PRODUCE YOUR OWN LIST WITH THE SAME DATA AND WOULD PREFER TO DO SO, CHECK HERE AND WE WILL NO LONGER SEND YOU THIS LIST. IF YOU PRODUCE YOUR OWN LIST, YOU MUST INCLUDE YOUR KIDS EMPLOYER ID NUMBER, WHICH IS PROVIDED AT THE TOP OF THIS LIST.

DATE WITHHELD: __/__/__

EMPLOYEE	SSN	KIDS PIN	PCT	GROSS INCOME	AMOUNT WITHHELD
LINCOLN, ABRAHAM	111111111	000000001		\$	\$
WASHINGTON, GEORGE	222222222	000000002		\$	\$
JEFFERSON, THOMAS	333333333	000000003		\$	\$
ROOSEVELT, THEODORE	444444444	000000004		\$	\$
ROOSEVELT, FRANKLIN	555555555	000000005		\$	\$
NIXON, RICHARD	666666666	000000006		\$	\$

PROGRAM : XXXXX999

KENOSHA CO CLERK OF COURT
912 56TH ST
PO BOX 768
KENOSHA, WI 53141-0768
PHONE: 414-999-9999 EXT.

DATE: 11/24/1997
PAGE: 1

KIDS EMPLOYER LIST

KIDS EMPLOYER ID: 99999
KIDS EMPLOYER: ACME MANUFACTURING
2000 BUSINESS CT
PO BOX 300
ANYCITY, WI 53000-0000

- A) PLEASE COMPLETE THE "GROSS INCOME" COLUMN FOR EACH EMPLOYE WHO HAS A PERCENTAGE SIGN (%) IN THE "PCT" COLUMN. YOU MAY SUBMIT GROSS INCOME FOR ALL EMPLOYES ON THE LIST IF THAT IS MORE CONVENIENT. GROSS INCOME IS DEFINED AS PRE-TAXES, PER PAY PERIOD, AND INCLUDING BONUSSES.
- B) PLEASE COMPLETE THE "AMOUNT WITHHELD" COLUMN FOR EACH EMPLOYE NAMED ON THIS LIST. ALSO, INDICATE THE "DATE WITHHELD" (PAYROLL CHECK DATE) AND THE "TOTAL" AMOUNT WITHHELD. IF THE DATE WITHHELD VARIES AMONG EMPLOYES ON THE LIST FOR WHOM YOU ARE SENDING A PAYMENT, PLEASE INDICATE THE DIFFERENT PAYROLL CHECK DATES IN THE MARGIN NEAR THE APPROPRIATE NAME(S).
- C) IF YOU HAVE RECEIVED AN INCOME WITHHOLDING NOTICE/ORDER FOR AN EMPLOYE WHO DOES NOT APPEAR ON THIS LIST, PLEASE ADD HIS/HER NAME ALONG WITH THE NECESSARY IDENTIFYING INFORMATION. COUNTY STAFF WILL UPDATE KIDS SO THAT THE EMPLOYE(S) YOU ADDED WILL APPEAR ON FUTURE KIDS EMPLOYER LISTS.
- D) IF YOU CAN PRODUCE YOUR OWN LIST WITH THE SAME DATA AND WOULD PREFER TO DO SO, CHECK HERE AND WE WILL NO LONGER SEND YOU THIS LIST. IF YOU PRODUCE YOUR OWN LIST, YOU MUST INCLUDE YOUR KIDS EMPLOYER ID NUMBER, WHICH IS PROVIDED AT THE TOP OF THIS LIST.

DATE WITHHELD: ___/___/___

EMPLOYEE	SSN	KIDS PIN	PCT	GROSS INCOME	AMOUNT WITHHELD
TRUMAN, HARRY S	111111111	0000000001	%	\$	\$
GARFIELD, JAMES A	222222222	0000000002	%	\$	\$
ADAMS, JOHN Q	333333333	0000000003		\$	\$
JOHNSON, LYNDON	444444444	0000000004	%	\$	\$
EISENHOWER, DWIGHT D	555555555	0000000005	%	\$	\$
KENNEDY, JOHN F	666666666	0000000006		\$	\$
ARTHUR, CHESTER A	777777777	0000000007	%	\$	\$
FORD, GERALD	888888888	0000000008	%	\$	\$

ATTACHMENT P

COURT CASE #	DATE	CHECK #	AMOUNT
0999FA000000	12/15/97	425	\$*****102.94

ONE HUNDRED TWO AND 94/100 DOLLARS*****

JANE J DOE
123 MAIN ST
ANYCITY, WI 53000-0000

COURT CASE #	DATE	CHECK #	AMOUNT	REFERENCE #
0999FA000000	12/15/97	425	\$*****102.94	DSB 000000001

PAYEE: JANE J DOE
FOR DEBT(S):
CHLD CUSTA ARREARS \$102.94

PIN#: 0000000002

ATTACHMENT Q

SAMPLE ENTRY INTO KIDS FOR EMPLOYER UPDATE

AAAAAA XXX999 K I D S BBBBBBBB

11/19/97 08:40:58 UPDATE EMPLOYER/AGENCY DATA

TYPE EMPL ID NUMBER 999999_____
NAME WISCONSIN COMPANY_____
PAYROLL ID/NAME _____
CONTACT PERSON _____ TITLE _____
STREET 1 123 MAIN ST _____ APT # _____
STREET 2 PO BOX 1000 _____
CITY ANYCITY _____ STATE WI ZIP CODE 53000 0000
COUNTRY _____ INTNL ZIP CODE _____
PHONE # 608 999 9999 EXT _____ FAX # 608 999 9999
FLOOR _____ ROOM _____
DISBUR METHOD _____ DISBUR ACCT # _____
BRANCH _____ CHECK HOLD END DATE _____
FEDERAL EIN 000000000_ BANK ABA NUMBER _____
UC ACCOUNT NB 000000_ IW SUBMISSION TYPE SMN_

MMIS INS NUMBER _____
CREATED: 09/10/1997

NOTES: N
LAST UPDATED: 09/10/1997 BY WORKER #: XXX999

ATTACHMENT R

Supplier Financial Assessment Survey Required within Five (5) Business Days from Date of Request

1. What is business' fiscal year?
2. Provide the following corporate financial statements for last three (3) years and current year interim (if applicable):
 - Profit and Loss Statement
 - Balance Statement
3. Provide copies of any cash flow forecasts developed for the last three (3) years and current year interim.
4. Provide actual cash flow data for the last year, including reasonable and supporting assumptions.
5. Provide an aging of accounts payable report for the last two (2) years.
6. Provide an aging of accounts receivable report for the last two (2) years.
7. Identify all outstanding loans (including line of credits). Include the following:
 - Lending source
 - Amount of loan, Interest rate, Origination date
 - Current balance
 - Monthly payments
 - Any special loan terms
8. Has any company ever filed or have future plans to file for bankruptcy? If so, was it or will it be filed under Chapter 7 or Chapter 11?
9. Has the company experience any of the following, if so please provide details:
 - Default on loan agreements
 - Denial of usual trade credit from suppliers
 - Contracts in a significant loss situation
 - Loss of principal customer/supplier
 - Uninsured or underinsured catastrophes
 - Labor strikes
 - Unpaid state, local, and Federal tax liabilities
 - Contingent liabilities
 - Deferral of payments to suppliers
 - Failure to fund pension plans
 - Loans from employees or issuing stock to employees in lieu of salary
 - Environmental clean-up impact
 - Significant unpaid company debts
 - Approval of unusual progress payments
 - Parent company undergoing financial distress/bankruptcy
10. Provide a list of major customers and percentage of business.
11. Provide copy of last year's and next year's sales projections
12. Are there any plans to sell or buy major resources?
13. Are there any plans to borrow money or restructure debt?
14. Are there any plans to reduce or delay expenditures?
15. Are there any plans to increase ownership equity?

ATTACHMENT S

SAMPLE EMPLOYER DATABASE WORKLIST

AAAAAA XXX999
11/21/97 15:43:45

K I D S
UPDATE WORKLIST ITEM

BBBBBBBB

----- WORKLIST CREATION DATA -----
AGENCY ID: 55199 CASE ACCT 999999
ENTRY DATE: 11/21/1997 PART NAME: PUBLIC JOHN Q
ENTRY AGENCY: 55199
ENTRY WORKER: XXX999 WORKER STATE M
LAST UPDATED: 11/21/1997 TIME: 15:08:37

----- WORKLIST DESCRIPTION DATA -----
NOTIFICATION DATE 11/21/1997 DUE DATE 11/21/1997
WORKLIST TYPE MAIL CLASS 1
DESCRIPTION ADD EMPL
RECEIVING WORKER # XST015 CC: WORKER SEND/COPY N
RECEIVING WORKER NAME: KIDS THIRD PARTY

----- NOTES -----
NEW COMPANY
1000 INDUSTRY DR
ANYCITY WI 53000

(414) 999-9999

ATTACHMENT T

MONTHLY DISBURSEMENT REPORT

STATE OF WISCONSIN

DEPARTMENT OF WORKFORCE DEVELOPMENT

BUREAU OF CHILD SUPPORT

MONTHLY DISBURSEMENTS REPORT

REPORT PERIOD 10/01/1997 THROUGH 10/31/1997

ACCOUNT 0035 - WISCONSIN DIV OF ECONOMIC SUPP

CHECK EVENT ID: DSB0000000000000

PROGRAM : AAAAA999

COUNTY : MARQUETTE

DATE: 11/01/1997

PAGE: 0

DEBIT ACCOUNT	EVENT ID	RESPNSBL WORKER	RECEIVED DATE	REAS CODE	CP NAME	CP SSN	CP PIN	EXT CASE NBR	AMOUNT
---------------	----------	-----------------	---------------	-----------	---------	--------	--------	--------------	--------

COUNTY : MARQUETTE

DEPARTMENT OF WORKFORCE DEVELOPMENT

PAGE: 0

ACCOUNT 0035 - WISCONSIN DIV OF ECONOMIC SUPP

CHECK EVENT ID: DSB0000000000000

0000555555	RCP00000000000001	XXX999	10/20/1997	A	LINCOLN, MARY T	112233445	0000000000	9999999999	20.00
0000555555	ADJ00000000000002	XXX999	10/09/1997	A	EISENHOWER, MAMIE	112233445	0000000000	9999999999	4.62
0000555555	ADJ00000000000003	XXX999	10/23/1997	A	REAGAN, NANCY	112233445	0000000000	9999999999	4.62
0000555555	RCP00000000000004	XXX999	09/29/1997	A	CARTER, ROSLYN	112233445	0000000000	9999999999	47.50
0000555555	RCP00000000000005	XXX999	10/07/1997	A	NIXON, PAT	112233445	0000000000	9999999999	25.00
0000555555	RCP00000000000006	XXX999	10/17/1997	A	FORD, BETTY	112233445	0000000000	9999999999	5.00
0000555555	ADJ00000000000007	XXX999	10/09/1997	A	ADAMS, ABIGAIL	112233445	0000000000	9999999999	10.00
0000555555	RCP00000000000008	XXX999	10/27/1997	A	WASHINGTON, MARTHA	112233445	0000000000	9999999999	20.41
0000555555	RCP00000000000009	XXX999	10/02/1997	A	BUSH, BARBARA	112233445	0000000000	9999999999	10.00
0000555555	ADJ00000000000010	XXX999	10/14/1997	A	KENNEDY, JACQUELINE	112233445	0000000000	9999999999	75.00

SAMPLE DAILY DISBURSEMENT REGISTER

PROGRAM : AAAAA888

COUNTY : MARQUETTE

DATE: 12/02/1997

PAGE: 0

STATE OF WISCONSIN

DEPARTMENT OF WORKFORCE DEVELOPMENT

BUREAU OF CHILD SUPPORT
DAILY DISBURSEMENT REGISTER
REPORT PERIOD 12/01/1997 THROUGH 12/01/1997
DISBURSEMENTS ISSUED ON RUN DATE
DISBUR DATE STATUS COURT CASE # DISBURSEMENT

CHECK PRINTED BY XXX999

CHECK/EFT #

PAYEE NAME

EVENT ID

AMOUNT

TYPE

DISBUR DATE

STATUS

COURT CASE # DISBURSEMENT

COUNTY : MARQUETTE

CHECK PRINTED BY XM005

PAGE: 0

DEPARTMENT OF WORKFORCE DEVELOPMENT

DISBURSEMENTS ISSUED ON RUN DATE

CHECK/EFT #	PAYEE NAME	EVENT ID	AMOUNT	TYPE	DISBUR DATE	STATUS	COURT CASE #	DISBURSEMENT
0000018571	ROOSEVELT, ELANOR	DSB0000001530850	\$ 75.00	CS	12/01/1997	RCKO	3999PA000000	MARQUETTE
0000018572	CO CL, F COURT	DSB0000001824750	\$ 175.00	CE	11/30/1997	RCKO		
0000018573	SUSAN B	DSB0000002452850	\$ 99.33	CS	12/01/1997	RCKO	3999CV000000	ANTHONY,
0000018574	LADY B	DSB0000002766750	\$ 5.35	CS	12/01/1997	RCKO	3999PA000000	JOHNSON,
0000018575	CO TR, ER	DSB0000002824750	\$ 396.00	CE	11/30/1997	RCKO		MARQUETTE
0000018576	CO TR, ER	DSB0000003824750	\$ 54.65	CE	11/30/1997	RCKO		MARQUETTE
0000018577		DSB0000004135750	\$ 39.37	CS	12/01/1997	RCKO	3999CV000000	NIXON, PAT
0000018578	ANTOINETTE, MARIE	DSB0000004146850	\$ 4.81	CS	12/01/1997	RCKO	3999CV000000	
BEGINNING CHECK #:	0000018571							
ENDING CHECK #:	0000018578							
TOTAL NEW ISSUES:			8					
TOTAL PRIOR VOIDS:			0					
TOTAL CHECKS USED:			8					

ATTACHMENT U

WISCONSIN DHSS
Division of Economic Support
DES-2391 (Issued 7/94)

NONDISCLOSURE OATH AND CERTIFICATE OF NEED TO KNOW

I hereby certify that to carry out my duties under Title IV-D of the Social Security Act I require access to information contained in the individual federal income tax returns filed by: (1) certain absent parents owing or apparently owing a duty to support their minor children, (2) certain individuals to whom such support obligations are owing

I understand that any information received by me which originated from the Internal revenue Service shall be divulged only to authorized persons.

I understand that any information received by me which originated from the Internal Revenue Service shall be used only for authorized purposes.

I understand that the unauthorized use or unauthorized disclosure of information received from the Internal Revenue Service is a felony IRC 72.3(a) I and is punishable by a fine of up to \$5000 and imprisonment up to five Years. I further understand that unauthorized disclosure of information received from the Internal Revenue Service, whether knowingly or by reason of negligence, can cause me to be liable to the subject of the information for actual damages punitive damage of not less than \$1000 and all attorney and court costs (IRC 7432).

Typed name and title _____ Signature Date _____

Subscribed and sworn before me this ____ day of _____ 19 ____ _____ Sherwood K. Zink Notary Public, State of Wisconsin My commission is permanent.

Original to: BCS Security file

EXHIBIT 2

IRC §72123. UNAUTHORIZED DISCLOSURE OF INFORMATION.

(A) Returns and Return Information.--

(1) Federal employees and other persons.- It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction of such offense.

(2) State and other employees.-It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(3)(B)(i), (l)(6),(7),(8),(9),(10),or(12) or(m)(2),(4), or(6) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons.-It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation.- It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103 (b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders.- It shall be unlawful for any person to whom a return or return information (as defined in section 6103 (b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

EXHIBIT 3

IRC §7431. CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION.

(a) In General.--

(1) Disclosure by employee of United States.-If any officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Disclosure by a person who is not an employee of United States.-If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, Such taxpayer may bring a civil action for damages against such a person in a district court of the United States.

(b) No liability for Good Faith but Erroneous Interpretation.- No liability shall arise under this section with respect to any disclosure which results from a good faith, but erroneous, interpretation of section 6103.

(c) Damages.-In any action brought under subsection (a), upon a finding of liability on the part of the defendant the defendant shall be liable to the plaintiff in an amount equal to the sum of

(1) the greater of-

(A) \$1,000 for each act of unauthorized disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of --

(i) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure, plus

(ii) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action.

(d) Period for Bringing Action.- Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized disclosure.

(e) Return: Return Information.- For purposes of this section, the terms "return" and "return information" have the respective meanings given such terms in section 6103(b).

**SUMMARY OF INTERNAL REVENUE SERVICE
DATA SECURITY AND RECORD KEEPING REQUIREMENTS**

1. All requests for information from the Internal Revenue Service should be solely for the purpose of establishing or collecting child support obligations pursuant to Title IV-D of the Social Security Act.
2. Any and all information so obtained from the IRS should not be used in litigation relating to the establishment or collecting child support obligations nor should such information be disclosed to third parties.
3. IRS material shall be stored in locked filing cabinet, safe, etc.
4. Authorized employee(s) must be present when janitorial work is being done while IRS material is accessible (not stored as designed in 3 above).
5. Access to file keys, safe combination, and door keys shall be limited to authorized staff.
6. The work area where IRS material is stored or used shall be locked when not occupied and during non-duty hours.
7. The work area where IRS material is stored or used shall be designated as a limited access area.
8. IRS material shall be maintained separately from all other information.
9. Mail containing IRS material must not be opened prior to delivery to an authorized employee.
10. All IRS material shall be mailed by certified mail or sent by courier.
11. Any reports that quote or summarize IRS sources must be identified.
12. Authorized staff having access to IRS data may identify to the obligor parent the source of information derived from the IRS concerning that parent.
13. Authorized staff shall maintain a record of all material received from IRS, which staff are authorized to use the information, and where the information is stored.
14. All copies of IRS information shall be accounted for, and shall be subject to the same security measures as the original IRS information.
15. IRS information, including copies made from it, shall be disposed of by shredding or burning and a record of such disposal should be maintained.
16. The Internal Revenue Service requires that any person knowing of or suspecting an unauthorized use of IRS information immediately notify the Internal Revenue Service Regional Inspector and BCS management. The IRS regional Inspector may be contacted at:

Internal Revenue Services
Regional Inspector
Suite 1646
35 West Wacker Drive
Chicago, IL 60601
Phone: (312) 353-3672

ATTACHMENT V

Suspense File: Exception Processing Grid

	Definition	Current Knowledge Expert	Future Responsibility			Special KIDS Requirements	KIDS sets hold automatically
			BCS	County	Vendor		
Account hold by reason							
Account review (A)	County worker determines account analysis needed prior to future distribution.	County		X		Need better definition of use of this code and how it appears	X
Surety bond/deposit (B)	Sum of money deposited and held for future child support usages.	?	?			Seldom used.	
Case worker review (C)	County worker determines account analysis for various reasons (e.g. rollovers).	County/BCS	X	X			
Credit account held (D)	Subtract drivern into overpayment (conversion issue).	County		X			X
Future effective date (E)	Used to allocate a payment at a future effective date.	County		X		Need better definition of usage (e.g. change LJO to E?)	X
Foreign currently (F)	Obtain conversion exchange amount on hold until exchange amount known.	County			X		X
Pymnt batch inv for dis	Unapproved batch.	County/BCS			X		X
Appeal hearing (H)	Participant requested disbursement hold due to hearing (e.g., tax intercept).	County/BCS		X			X
Invalid address (I)	Stops disbursement due to lack of, or unverified mail address.	County/BCS		X			X
Invld third prty payee (J)	When a 3rd party should be paid, but the agency code is missing.	County		X			X

Cr acct invld for dist (K)	Incomplete adjustment	County/BCS	X	X			X
Case/suba not frnd distl (L)	Participant payer is setup bu subaccounts are not (e.g. post CP instead of NCP PIN)	County/BCS	X	X		X	
Miscellaneous hold (M)	Catch all hold bucket.	County/BCS	X	X		X	
NSF checks (N)	Receive NSF checks. Future personal checks held until cleared	County				X	X
Obligation paid (O)	Payor paid more than required for all debts (extra dollars)	County		X			X
Payee not yet loaded (P)	Not used, designated incomplete case						
Prd/fix debt inv dist (Q)	Multiple cases, one % one fixed in same county, manual distribution	County		X			X
Potential refund to payer (R)	Cases or sub-account is in pending close and money comes in	County		X			X
Tax intercept (S)	State tax intercept	BCS	X				X
Federal tax joint (T)	Federal tax intercept (6 months)	BCS	X				X
Unclaimed property (U)	Not used currently, need future usages definition (e.g. disappearance).	County/BCS	X	X		X	X
Tax payer refund (W)	Tax intercept funds received, no current debt, held 10 days-released.	BCS	X				X
Conversion hold (X)	Conversion cases in need of review	County		X			X (at one time)

Note: Logic is being changed to distribution, number of Q's should decrease.

ATTACHMENT X

CR&D RFP

Liability/Performance Measurements

Section #	Section Name	Measurement of Performance Standard	How/Who Measures Frequency	Progressive Discipline 1st step 2nd step 3rd step	Penalty for failing to meet standards
1.4(1)	Collections	Pickup all mail each day received at the post office box by 3:00 PM	Contractor provided weekly pickup times	1st Step	Warranty letter
				2nd Step	Corrective Action Plan
				3rd Step	\$1000 per day
		99.9% of collections deposited on the same day	Contractor provided daily management report	1st Step	Warranty letter plus damages in Step 3 below
				2nd Step	Corrective Action Plan plus damages in Step 3 below
				3rd Step	Average collection amount per receipt for the previous month times the interest rate for the current month times the number of backlogged collections plus \$5000 per day
		99.9% of receipts processed on the same day	Contractor provided daily management report	1st Step	Warranty letter
				2nd Step	Corrective Action Plan
				3rd Step	\$5000 per day
		99.9% of debt designated collections on KIDS the following day after receipt	DWD periodic review of KIDS suspense report and random audit	1st Step	Warranty letter
2nd Step	Corrective Action Plan				
3rd Step	\$200 per debt designation				
Correspondence forwarded to counties within 48 hours	DWD random monitoring of contractor proposed measurement	1st Step	Warranty letter		
		2nd Step	Corrective Action Plan		
		3rd Step	\$100 per county correspondence		
Entry of change of address and change of employment into KIDS within 3 days	DWD random monitoring of contractor proposed measurement	1st Step	Warranty letter		
		2nd Step	Corrective Action Plan		
		3rd Step	Corrective Action Plan		
1.4(2)	Disbursements	All checks received from KIDS printed and mailed each day	DWD compares KIDS check write file with contractor check print report	1st Step	Warranty letter
				2nd Step	Corrective Action Plan
				3rd Step	\$5000 per day

1.4(3)	Customer Services	Monthly Average IVR or CSR queue time less than one minute.	Monthly averages as measured via IVR management reports	1st Step	Warranty letter
				2nd Step	
				3rd Step	

1.4(4)	Outreach /Education	Effectiveness of Outreach and Education Individual Programs: Seminars News Articles Training Programs Encourage employers to report electronically Videotapes	Satisfactory evaluations from participants Satisfactory response from readers Satisfactory evaluations from participants Contractor monthly report detailing employer payments received & processed via ETF with a narrative documenting the outreach. Satisfactory response from viewers	1st Step	Warranty letter
				2nd Step	
				3rd Step	

1.4(6)	Employer Table	99.9% of all KIDS Worklists added/updated within 24 hours	Weekly Audit by DWD	1st Step	Warranty letter
				2nd Step	
				3rd Step	\$200 per incident over the 99.9%

1.4(7)	Fiduciary Responsibilities	All collections reconciled daily and bank account reconciled monthly within 10 days	DWD review of daily and monthly reconciliation reports	1st Step	Warranty letter
				2nd Step	
				3rd Step	
		No receipting errors that cause an overpayment		1st Step	Overpayment paid by contractor Overpayment paid by contractor Overpayment paid by contractor
				2nd Step	
				3rd Step	
		Data entry error rate of less than .3%		1st Step	Warranty letter Corrective Action Plan \$2500 per month
				2nd Step	
				3rd Step	

1.4(9)	Exception Processing	All stale checks recorded into KIDS before the next bank statement	Bank report on stale dated checks	1st Step 2nd Step 3rd Step	Warranty letter Corrective Action Plan \$500 per month
		Resolve 95% of unidentifiable collections within 3 days		1st Step 2nd Step 3rd Step	Warranty letter Corrective Action Plan \$1000 per month

1.4(15)	Management Reports	Daily Reports due 12:00 PM the next day Monthly Reports due on the 1st day of the next month	Untimely reports	1st Step 2nd Step 3rd Step	Warranty letter Corrective Action Plan \$50 per report per day late

ATTACHMENT Y

Child Support Application Banking Convention: A Guide for Employers & Their Financial Institutions

IV. NACHA RECORD FORMATS

The rules and guidelines governing the formats, specifications and exchange of ACH entries are published by NACHA. With respect to the data that are contained in the Addenda Records of ACH formats, the *NACHA Operating Rules* stipulate the type of data that may be exchanged as well as which standards and formats are permitted, but the structure of the data contents is managed outside of the NACHA rules.

For example, the NACHA Operating Rules permit the exchange of NACHA-endorsed banking conventions within the Addenda Record of the CCD+ format, but groups such as the Bankers EDI Council develop and maintain banking conventions. Also, the rules permit the exchange of certain EDI messages or transaction sets (e.g., 820 Payment Order/Remittance Advice) within the Addenda Records of the CTX format and X12 syntax-based data segments within the Addenda Records of the CCD+ and PPD+ formats, but those standards are developed and maintained by other standards development organizations, such as ASC X12 and UN/EDIFACT.

The following record formats are used to convey entries through the ACH Network:

- File Header Record
- Company/Batch Header Record
- Entry Detail Record
- Addenda Record
- Company/Batch Control Record
- File Control Record

An ACH file is bounded by one File Header Record and one File Control Record, which serve to facilitate transmission, identification and balancing of the file. A file may be comprised of one or more batches, which are denoted by the Company/Batch Header Record and Company/Batch Control Record. These records contain information specific to all of the Entry Detail Records contained within that batch. A batch may house one or more Entry Detail Records that share certain aspects as explained in the *NACHA Operating Rules*. The Entry Detail Record is the record that constitutes the payment order and is used within the banking system to execute EFT and settlement. An Addenda Record is used to supply additional information related to the payment issued in the Entry Detail Record. Each Addenda Record includes an 80 position Payment Related Information Field within which this remittance detail is transmitted.

The CCD and CTX payment formats are used within the ACH Network to conduct the transfer of funds between business or government entities. To exchange data along with payments using EDI technology, Addenda Records are used. Under the *NACHA Operating Rules*, a CCD format may be accompanied by only one Addenda Record, which may carry X12 data segments or elements or

NACHA-endorsed banking conventions. A CCD entry accompanied by an Addenda Record is referred to as a CCD+. The CTX format allows for the provision of 9,999 Addenda Records, which may be used to carry certain X12 transaction sets or UN/EDIFACT messages in their entirety.

The NACHA record formats for CCD+ entries flow in the following order:

File Header Record

Company/Batch Header Record

Entry Detail Record

Addenda Record (1 addenda with 80 byte Payment Related Information Field)

Entry Detail Record

Addenda Record (1 addenda with 80 byte Payment Related Information Field)

Entry Detail Record

Addenda Record (1 addenda with 80 byte Payment Related Information Field)

Entry Detail Record

Addenda Record (1 addenda with 80 byte Payment Related Information Field)

Company/Batch Control Record

File Control Record

The NACHA record formats for CTX entries flow in the following order:

File Header Record

Company/Batch Header Record

Entry Detail Record

Addenda Record (up to 9,999 addenda with 80 byte Payment Related Information Field)

Addenda Record

Addenda Record

Addenda Record

Addenda Record

Entry Detail Record

Addenda Record (up to 9,999 addenda with 80 byte Payment Related Information Field)

Addenda Record

Addenda Record

Addenda Record

Addenda Record

Addenda Record

Company/Batch Control Record

File Control Record

Following are the layouts for the NACHA Entry Detail and Addenda Records used with the CCD+ and CTX formats. To obtain a full citation of the rules, specifications and formats for the ACH Network, refer to the *NACHA Operating Rules*.

CCD ENTRY DETAIL RECORD
 2.1.4 Sequence of Records for CCD Entries

ENTRY DETAIL RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI IDENTIFICATION	CHECK DIGIT	DFI ACCOUNT NUMBER	AMOUNT	IDENTIFICATION NUMBER	RECEIVING COMPANY NAME	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
Field Inclusion Requirement	M	M	M	M	R	M	O	R	O	M	M
Contents	9	Numeric	TTTTAAAA	Numeric	Alphanumeric	\$\$\$\$\$\$\$\$\$e	Alphanumeric	Alphanumeric	Alphanumeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	22	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-76	77-78	79-79	80-94

CTX CORPORATE ENTRY DETAIL RECORD
 2.1.6 Sequence of Records for CTX Entries

CORPORATE ENTRY DETAIL RECORD

FIELD	1	2	3	4	5	6	7	8	9	10	11	12	13
DATA ELEMENT NAME	RECORD TYPE CODE	TRANSACTION CODE	RECEIVING DFI IDENTIFICATION	CHECK DIGIT	DFI ACCOUNT NUMBER	TOTAL AMOUNT	IDENTIFICATION NUMBER	NUMBER OF ADDENDA RECORDS	RECEIVING COMPANY NAME# NUMBER	RESERVED	DISCRETIONARY DATA	ADDENDA RECORD INDICATOR	TRACE NUMBER
Field Inclusion Requirement	M	M	M	M	R	M	O	M	R	N/A	O	M	M
Contents	9	Numeric	TTTTAAAA	Numeric	Alphanumeric	\$\$\$\$\$\$\$\$\$e	Alphanumeric	Numeric	Alphanumeric	Blank	Alphanumeric	Numeric	Numeric
Length	1	2	8	1	17	10	15	4	16	2	2	1	15
Position	01-01	02-03	04-11	12-12	13-29	30-39	40-54	55-56	59-74	75-76	77-78	79-79	80-94

ADDENDA RECORD

ADDENDA RECORD

FIELD	1	2	3	4	5
DATA ELEMENT NAME	RECORD TYPE CODE	ADDENDA TYPE CODE	PAYMENT RELATED INFORMATION	ADDENDA SEQUENCE NUMBER	ENTRY DETAIL SEQUENCE NUMBER
Field Inclusion Requirement	M	M	O	M	M
Contents	7	95	Alphanumeric	Numeric	Numeric
Length	1	2	80	6	7
Position	01-01	02-03	04-83	84-87	88-94

V. CHILD SUPPORT APPLICATION BANKING CONVENTION

Within the 80 position Payment Related Information Field of the CCD+ Addenda Record, remittance information corresponding to the child support payment made by an employer to a child support enforcement entity is presented in the following banking convention. This convention is referred to as the 'DED' Deduction data segment under ASC X12 syntax and is composed of ten fields:

- Segment Identifier
- Application Identifier
- Case Identifier
- Pay Date
- Payment Amount
- Non-Custodial Parent Social Security Number
- Medical Support Indicator
- Non-Custodial Parent Name
- FIPS Code
- Employment Termination Indicator

Each of these fields is referred to as a data element, which is the smallest named item in a record. It can represent a qualifier, a value, or text. A data element has three primary attributes - length, field requirement, and type. Each data element is identified by an element identifier used for reference (e.g., DED01, DED02, etc.) and each element has a specific position within the record (segment). In constructing the segment, each data element (except for the first) is preceded by the separator character. In the ACH Network, the data element separator is an asterisk ('*'). Each segment must end with a terminator, which in the ACH Network is a backslash ('\').

The following is an example of the DED segment as used in the Payment Related Information field of the Addenda Record:

DED*application identifier*case identifier*pay date*payment amount*non-custodial parent ssn*medical support indicator*non-custodial parent name*FIPS code*employment termination indicator

Note the use of the asterisk ('*') and backslash ('\').

Data elements in a segment are either mandatory or optional. Data elements in a segment that are not mandatory as defined by the standard may be omitted. The omission of an optional element is noted by the placement of an asterisk in the place of that element. For example, if non-custodial parent name were to be omitted from the segment, it would look like this:

Child Support Application Banking Convention: A Guide for Employers & Their Financial Institutions

DED*application identifier*case identifier*pay date*payment amount*non-custodial parent ssn*medical support indicatorFIPS code*employment termination indicator**

Also, if an optional data element is the last data element in a segment, and that field is not being used, the preceding asterisk is replaced by the backslash. For example, if the employment termination indicator is omitted from the segment, it would look like this:

DED*application identifier*case identifier*pay date*payment amount*non-custodial parent ssn*medical support indicator*non-custodial parent name*FIPS code

The following grid delineates the format for the DED Segment (Convention) for employers:

DED CHILD SUPPORT SEGMENT/CONVENTION FOR EMPLOYERS

Element	Comments	Content	Attributes		
			1	2	3
	Segment Identifier	DED	M	ID	3/3
DED01	Application Identifier	CS	M	ID	2/2
DED02	Case Identifier	XXXXXXXXXX	M	AN	1/20
DED03	Pay Date	YYMMDD	M	DT	6/6
DED04	Payment Amount	\$\$\$\$\$\$CC	M	N2	1/10
DED05	Non-Custodial Parent Social Security Number	XXXXXXXXXX	M	AN	9/9
DED06	Medical Support Indicator	'Y' - Yes, 'N' - No	M	AN	1/1
DED07	Non-Custodial Parent Name	XXXXXXXXXX	O	AN	1/10
DED08	FIPS Code	XXXXXXX	O	AN	5/7
DED09	Employment Termination Indicator	'Y' - Yes	O	AN	1/1

SAMPLE DED SEGMENT

DED*CS*ZC146*951024*13547*975348431*N*SMITH,HARR*A4738*Y

(Reminder: due to the one-addenda limitation of the CCD+ format, the DED segment is restricted to a maximum of 80 characters. Note the use of the asterisk and backslash.)

The column headings used on the grid are as follows:

- **Element** defines the data element name
- **Comments and Content** define the data element
- **Attributes** are defined as follows

1. **Field Requirement** - The first column of the attributes is the field requirement for that data element. An 'M' denotes a mandatory element, an 'O' denotes an optional element.
2. **Data Type** - The second column of the attributes specifies the field data type.

'AN' denotes a string type data element. Contents of string data elements are a sequence of letters, digits, spaces and/or special characters (with the exception of the asterisk and backslash). The contents must be left-justified. Trailing spaces should be suppressed unless they are necessary to satisfy a minimum length requirement.

'DT' denotes a date type data element. Format for the date is YYMMDD. YY is the last two digits of the year (00-99), MM is the numeric value of the month (1-12), and DD is the numeric value of the day (1-31).

'ID' denotes an identifier data element from a pre-defined list of values.

'N2' denotes a numeric type data element with two decimal places to the right of a fixed, implied decimal point. The decimal point is not transmitted. It is intended that this number will always be positive for the child support application banking convention. For example, the amount \$135.47 would appear as *13547*.

3. **Length** - The third column of the attributes signifies the minimum/maximum use of an element. This specifies the minimum and maximum length of a particular field. For example, 1/6 indicates that this data element must be at least one character, but not more than six.

ELEMENT DEFINITIONS

DED01 Application Identifier: Supported Code Value - 'CS' - *Child Support*

The application identifier indicates the type of deduction being withheld from an employee's pay.

DED02 Case Identifier:

The case identifier element is the IV-D case number or court order number. The case identifier always refers to the identification number of the case in the state receiving the EFT/EDI transaction (e.g., the child support receiving agency). This is true whether the transaction is from an employer or another state. The child support receiving agency determines which number to use.

DED03 Pay Date:

The pay date element provides the obligor's (non-custodial parent) pay date or the date of income withholding (i.e., the date the funds were withheld by the employer).

DED04 Payment Amount:

The payment amount element indicates the non-custodial parent's withholding amount for this pay period being paid to the child support receiving agency.

DED05 Non-Custodial Parent Social Security Number:

The non-custodial parent Social Security Number element provides the child support receiving agency with the non-custodial parent's Social Security Number.

DED06 Medical Support Indicator: Supported Code Values - 'Y', 'N'

The medical support indicator indicates whether the non-custodial parent has family medical insurance coverage available through his/her employer. If medical insurance coverage is available through his/her employer, a 'Y' is used; if there is no coverage available, an 'N' is used.

DED07 Non-Custodial Parent Name:

The non-custodial parent name element indicates the first seven letters of the obligor's last name followed by at least the first three letters of his/her first name. A comma must be used to separate the last name from the first name of the non-custodial parent when the last name is less than seven characters.

DED08 FIPS Code:

The Federal Information Process Standard (FIPS) code refers to the FIPS Code of the child support entity receiving the transaction. It is five characters when indicating both the state and county codes. It is seven characters when indicating state, county, and local codes.

DED09 Employment Termination Indicator: Supported Code Value - 'Y'

The employment termination indicator is used to notify the child support enforcement agency that an individual's employment has terminated. A 'Y' is placed in this field if the employee has terminated; otherwise the field is not used. The payment amount field may contain zero when this field is used.

VI. CTX FORMAT & ASC X12 820 PAYMENT ORDER/REMITTANCE ADVICE

At a minimum, state child support entities are required to accept employer originated child support withholding payments sent in the NACHA CCD+ format by October 1, 1997. Many states already have this capability. An increasing number of states also accept these payments made using the CTX format containing the ASC X12 820 transaction set. As indicated previously, the CTX format may have up to 9,999 Addenda Records associated with each Entry Detail Record, thus greatly expanding the reporting potential. Going forward, the number of child support entities supporting the CTX/820 option will rise; therefore, an employer should check with the receiving child support enforcement entity to determine if it can receive and process the CTX/820. The employer should contact its financial institution to verify input options as well as the institution's ability to originate a CTX format.

The Addenda Record of the CTX format containing the ASC X12 820 transaction set used to send child support payments would typically be comprised of the following data segments:

ISA Interchange Control Header: (mandatory)

A control segment used to start and identify an interchange of zero or more functional groups and interchange-related control segments.

GS Functional Group Header: (mandatory)

Control segment used to indicate the beginning of a functional group and to provide control information.