



State of West Virginia  
**Agency Master Agreement**

Order Date: 2025-12-16

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES,  
INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

Order Number:	AMA 0511 2754 CSE2600000001 1	Procurement Folder:	1845540
Document Name:	Banking Services- Child Support Enforcement	Reason for Modification:	
Document Description:	Banking Services- Child Support Enforcement		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way		
Free on Board:	FOB Dest, Freight Prepaid		
Effective Start Date:		2025-12-01	
Effective End Date:		2026-05-31	

VENDOR			DEPARTMENT CONTACT		
Vendor Customer Code:	000000215937		Requestor Name:	Virginia G Hill	
SYSTEMS & METHODS INC			Requestor Phone:	(304) 558-3780	
106 WEDGEWOOD DR			Requestor Email:	virginia.g.hill@wv.gov	
CARROLLTON	GA	30117			
US					
Vendor Contact Phone:	7708340831	Extension:	2908		
Discount Details:					
Discount Allowed	Discount Percentage	Discount Days			
#1 No	0.0000	30			
#2 No					
#3 No					
#4 No					

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715	HEALTH AND HUMAN RESOURCES	FISCAL UNIT MANAGER 304-356-4715	HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT		CHILD SUPPORT ENFORCEMENT	
350 CAPITOL ST, RM 147		350 CAPITOL ST, RM 147	
CHARLESTON	WV 25301-3703	CHARLESTON	WV 25301-3703
US		US	

Total Order Amount:

Open End

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Catherine Stephenson
DATE: 2025-12-16
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Emergency contract to provide Banking Services. Part of all of the funding for this purchase may be provided from federal dollars. The vendor must adhere to the attached Federal Funds Addendum.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.68
Service From	Service To	Service Contract Amount			
2025-12-01	2026-05-31	0.00			

**Commodity Line Description:** Banking services- Child Support Collecting, Tracking, & Disb

**Extended Description:**

78,371\*.68=53292\*6



November 25, 2025

West Virginia Bureau of Child Support Enforcement  
Attn: Ms. Nancy Light, BCSE Finance Manager  
350 Capital St., Room 147  
Charleston, WV 25301-3703

Re: CW437917 Potential Contract Extension

Dear Ms. Light,

\*\*SMI has revised this letter originally dated September 5, 2025, per your request with regard to contract term and is resubmitting it for contractual purposes.\*\*

Systems & Methods, Inc. (SMI) is pleased to receive your request for a quote for a potential additional six-month contract for the period (Dec 1, 2025, through May 31, 2026) with the potential for one additional six-month alternate renewal term for the period (June 2026 to November 2026).

SMI is proud to have served as the State Disbursement Unit (SDU) partner vendor for the state of West Virginia since 2011. We are grateful for your partnership and humbled to serve the state and families across West Virginia in this capacity.

Regarding the term, SMI will gladly continue to provide SDU services for the requested term(s) while the state continues with the SDU re-procurement process. We agree with an initial six-month term for the period of December 1, 2025, through May 31, 2026, and an additional six-month alternate renewal term. SMI has multiple leases and maintenance agreements for our office space, equipment, and software that currently coincide with the original contract term end date of November 30, 2025. Working with our vendors to extend these leases and agreements will be challenging and unfortunately at a much higher cost for short terms.

Upon receipt of your request, we carried out an analysis based upon the most recent twelve (12) months transaction volumes and additional costs that would be incurred for the stated periods. For the prior twelve (12) month period (September 1, 2024, through August 31, 2025), the monthly average number of transactions is 78,371. For the additional term(s), SMI is proposing an increased transaction cost of \$0.68 effective December 1, 2025. The cost quote for the initial six-month period based upon these volumes and cost would be a total of \$319,753.68 (78,371 X \$0.68= \$53,292 X 6). Should the state need to request an additional alternate term of six months, the cost estimate would be the same for that term.

We greatly appreciate our long-term partnership with West Virginia and look forward to continuing to provide the highest level of service to the state and its families.



We are happy to provide any additional information you may need upon request to Bilinda or myself.

Sincerely,

*Taylor Stone*

Chief Operating Officer  
Systems & Methods, Inc. (SMI)

Cc: WV Contract Folder  
Angela Burgess, SMI WV SDU Project Director  
Bilinda McKay, SMI VP of Operations  
Bo Stone, SMI Chief Strategy Officer

**GENERAL TERMS AND CONDITIONS:**  
**(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on December 1, 2025 and the initial contract term extends until six (6) months.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for 1 successive six (6) month year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: 1,000,000.00 per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

50,000.00 for per occurence per day

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.



**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

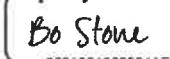
Bo Stone, Chief Strategy Officer  
(Printed Name and Title)  
106 Wedgewood Drive, Carrollton, GA 30115  
(Address)  
770-834-0831  
(Phone Number) / (Fax Number)  
bo\_stone@smimail.net  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Systems and Methods, Inc.

(Company) Signed by:

  
Bo Stone  
0601661088924AF

(Signature of Authorized Representative)

Bo Stone, Chief Strategy Officer

(Printed Name and Title of Authorized Representative)

11/24/2025

(Date)

770-834-0831

(Phone Number) (Fax Number)

Revised 8/24/2023

## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. PROCUREMENT OF RECOVERED MATERIALS** (2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

By: Virginia Hill

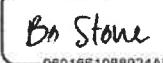
Printed Name: Virginia Hill

Title: Accountant/Auditor 3

Date: 11/24/25

Vendor Name: Systems & Methods, Inc.

DocuSigned by:

By:   
9801661088924AF

Printed Name: Bo Stone

Title: Chief Strategy Officer

Date: 11/24/2025

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. **Opportunity to Cure.** In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. **Re-Award.** The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. **Non-Responsible.** If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

#### 5.4. **Suspension.**

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

**5.5. Vendor Debarment.** The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

**5.5.1.** Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

**5.5.2.** Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

**5.5.3.** If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

**5.5.4.** Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

**5.5.5. List of Debarred Vendors.** The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

**5.5.6. Related Party Debarment.** The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

**5.6. Damages.**

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**Credits**

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

**End of Document**

© 2021 Thomson Reuters. No claim to original U.S.  
Government Works.

EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[ ] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page



Hill, Virginia G &lt;virginia.g.hill@wv.gov&gt;

**Fwd: Approval to put out for bid SDU Contract**

1 message

**Spitzer, Melissa S** <melissa.s.spitzer@wv.gov>  
To: "Hill, Virginia G" <virginia.g.hill@wv.gov>

Wed, Dec 10, 2025 at 1:51 PM

Virginia,

Please see permission to use the over 100K approval on both SDU procurements that you are working on at the moment below:

**----- Forwarded message -----****From:** Heflin, Brandy G <brandy.g.heflin@wv.gov>  
**Date:** Wed, Dec 10, 2025 at 1:49 PM  
**Subject:** Re: Approval to put out for bid SDU Contract  
**To:** Spitzer, Melissa S <melissa.s.spitzer@wv.gov>

Yes.

On Wed, Dec 10, 2025 at 1:48 PM Spitzer, Melissa S <melissa.s.spitzer@wv.gov> wrote:  
Thank you, we really appreciate your assistance.

I have a quick question.

Can we use this over 100K approval on the emergency contract for the SDU as well?

They were given permission from DOA to put an emergency contract in place with the incumbent vendor, until the solicitation process and award for the SDU is completed.

Regards,  
Melissa

On Wed, Dec 10, 2025 at 1:09 PM Heflin, Brandy G <brandy.g.heflin@wv.gov> wrote:  
Here you go!

On Wed, Dec 10, 2025 at 10:43 AM Spitzer, Melissa S <melissa.s.spitzer@wv.gov> wrote:  
Awesome, thank you so much for all your help 😊

On Wed, Dec 10, 2025 at 10:02 AM Heflin, Brandy G <brandy.g.heflin@wv.gov> wrote:  
Yes. I am working to get this back to you today.

On Wed, Dec 10, 2025 at 9:58 AM Spitzer, Melissa S <melissa.s.spitzer@wv.gov> wrote:  
Good morning, Brandy,

I just wanted to follow up with you on this one.  
Did the agency include everything you needed?

Thank you,  
Melissa**----- Forwarded message -----****From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Date:** Wed, Dec 10, 2025 at 9:55 AM  
**Subject:** Fwd: Approval to put out for bid SDU Contract  
**To:** Melissa S Spitzer <melissa.s.spitzer@wv.gov>

part 2

----- Forwarded message -----

**From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Date:** Mon, Dec 1, 2025 at 1:52 PM  
**Subject:** Re: Approval to put out for bid SDU Contract  
**To:** Fox, L'Louise B <l'louise.b.fox@wv.gov>  
**Cc:** Beverly A Kimberling <beverly.a.kimberling@wv.gov>, Brandy G Heflin <brandy.g.heflin@wv.gov>, Krivonyak, Chanin W <chanin.w.krivonyak@wv.gov>, Mullins, Christina R <christina.r.mullins@wv.gov>, Alex J Mayer <alex.j.mayer@wv.gov>

Sorry,

I realized I missed one attachment. Thanks.

On Mon, Dec 1, 2025 at 1:21 PM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:  
Please let me know if I am missing any documents that you are needing. Thanks.

On Tue, Nov 18, 2025 at 1:29 PM Fox, L'Louise B <l'louise.b.fox@wv.gov> wrote:  
We have not received a packet for this.

Typically, the documents are put together with the \$100,000 memo and submitted to our office (Brandy Heflin and myself) for his review and signature. Submit the whole packet with a cover memo explaining what he is looking at and why it is needed, etc., and we will get it reviewed and signed for you. Feel free to reply to this email.

On Tue, Nov 18, 2025 at 11:28 AM Mullins, Christina R <christina.r.mullins@wv.gov> wrote:  
I have no idea. Copying L'Louise in case she has it in the tracking system.

On Tue, Nov 18, 2025 at 9:19 AM Krivonyak, Chanin W <chanin.w.krivonyak@wv.gov> wrote:  
Christina,

This is a first for me. Do you know what Virginia is referencing when she says she needs the final internal approval document? Is this something Bryan or Brian might have?

**From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Date:** Mon, Nov 17, 2025 at 2:36 PM  
**Subject:** Approval to put out for bid SDU Contract  
**To:** Alex J Mayer <alex.j.mayer@wv.gov>, Chanin W Krivonyak <chanin.w.krivonyak@wv.gov>

Chanin,

I am currently working on the SDU contract, which is a major, seven-year commitment, and I am having difficulty locating the final internal approval required before we can release it for bid.

Could you please resend the formal approval document? Having this will allow us to move forward with the bidding process promptly.

For your reference, I have attached the contract specifications for your review.

Thank you for your assistance.

Sincerely,  
Virginia G Hill

Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov

**Chanin Krivonyak**

Deputy Cabinet Secretary and General Counsel  
 West Virginia Department of Human Services  
 One Davis Square, Suite 100 East  
 Charleston, WV 25301  
 P: 304-558-0684  
[dhhr.wv.gov](http://dhhr.wv.gov)

**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the West Virginia Department of Human Services, One Davis Square, Charleston, West Virginia 25301, Telephone 304.558.0684 and discard this communication immediately without making any copy or distribution.

**Christina Mullins**

Deputy Secretary  
 Mental Health and Substance Use Disorders  
 West Virginia Department of Human Services  
 One Davis Square, Suite 100 East  
 Charleston, WV 25301  
 304-352-5837 | [dhhr.wv.gov](http://dhhr.wv.gov)

**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the Deputy Secretary of Behavioral Health and Substance Use Disorders, West Virginia Department of Human Services, One Davis Square, Suite 200, Charleston, WV 25301, Telephone [304-352-5837] and discard this communication immediately without making any copy or distribution.

**L'Louise Fox**

<http://dohs.wv.gov/>  
 Executive Assistant to the Cabinet Secretary and Deputy Secretaries  
 Department of Human Services  
 Cabinet Secretary's Office  
 One Davis Square, Suite 100 East  
 Charleston, WV 25301  
 (304) 352-5547  
 West Virginia Department of Human Services



**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this

communication is strictly prohibited. If you have received this communication in error, please notify the West Virginia Department of Human Services, One Davis Square, Suite 100 East, Charleston, West Virginia, 25301, Telephone [304.352-5547] and discard this communication immediately without making any copy or distribution.



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov

---

**Brandy Heflin**

Executive Secretary  
Department of Human Services  
Cabinet Secretary's Office  
One Davis Square, Suite 100 East  
Charleston, WV 25301  
(304) 356-5405  
West Virginia Department of Human Services



**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the West Virginia Department of Human Services, One Davis Square, Suite 100 East, Charleston, West Virginia, 25301, Telephone [304.356.5405] and discard this communication immediately without making any copy or distribution.

--  
**Brandy Heflin**

Executive Secretary

Department of Human Services

Cabinet Secretary's Office

One Davis Square, Suite 100 East

Charleston, WV 25301

(304) 356-5405

West Virginia Department of Human Services



**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the West Virginia Department of Human Services, One Davis Square, Suite 100 East, Charleston, West Virginia, 25301, Telephone [304.356.5405] and discard this communication immediately without making any copy or distribution.

--  
**Brandy Heflin**

Executive Secretary

Department of Human Services

Cabinet Secretary's Office

One Davis Square, Suite 100 East

Charleston, WV 25301

(304) 356-5405

West Virginia Department of Human Services



**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the West Virginia Department of Human Services, One Davis Square, Suite 100 East, Charleston, West Virginia, 25301, Telephone [304.356.5405] and discard this communication immediately without making any copy or distribution.



Hill, Virginia G &lt;virginia.g.hill@wv.gov&gt;

---

**RE: [External] SDU Specs**

1 message

Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov>  
To: "Hill, Virginia G" <virginia.g.hill@wv.gov>  
Cc: "Clay, Shana" <shana.clay@wvsto.gov>

Tue, Sep 9, 2025 at 2:31 PM

Good afternoon Virginia,

The West Virginia State Treasurer's Office (WVSTO) has reviewed and approves your request received September 9, 2025, to provide a direct award contract to System and Methods Inc for your SDU contract. The State Treasurer's Office staff are reviewing the specs provided to me on September 5, 2025, and will send back any updates/changes as soon as possible so you can issue a new bid.

Please let us know if you have any questions.

Thank you,

Julie



**Larry Pack,**  
State Treasurer

*Julie Hefner-Ferrell*  
Executive Director of Banking Services

West Virginia State Treasurer's Office  
304.340.2718 (Direct)  
304.340.1511 (Fax)

Main: 304.558.5000 | Toll Free: 800.422.7498  
[www.wvtreasury.gov](http://www.wvtreasury.gov)

**From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Sent:** Tuesday, September 9, 2025 11:02 AM  
**To:** Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov>  
**Subject:** Re: [External] SDU Specs

Hi Julie,

I have attached the emergency request letter for your review. Please let me know if any corrections are needed or if you have any questions regarding the request.

Thanks,

Virginia

On Mon, Sep 8, 2025 at 2:25 PM Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov> wrote:

Just email me back an attached letter, on letterhead, with your emergency request. Include what you are requesting, what vendor and services it's related to and an estimated time you think you will need the services until the new bid is in place.

Let me know if you have any questions.

Thank you,

Julie



**Larry Pack,**  
**State Treasurer**

*Julie Hefner-Ferrell*  
Executive Director of Banking Services

**West Virginia State Treasurer's Office**  
304.340.2718 (Direct)

304.340.1511 (Fax)

Main: 304.558.5000 | Toll Free: 800.422.7498  
[www.wvtreasury.gov](http://www.wvtreasury.gov)

**From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Sent:** Monday, September 8, 2025 2:18 PM  
**To:** Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov>  
**Subject:** Re: [External] SDU Specs

I am working on an emergency while waiting to put this out for bid. Can you please get me the approval on that as well? I am not sure what all you need for that approval. Thanks.

On Mon, Sep 8, 2025 at 2:10 PM Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov> wrote:

Hi Virginia,

I will get this disbursed for review and get back to you as soon as possible. I should be able to get it back to you no later than Friday, but if something comes up, I'll let you know.

Thank you,

Julie



Larry Pack,  
State Treasurer

*Julie Hefner-Ferrell*  
Executive Director of Banking Services

West Virginia State Treasurer's Office  
304.340.2718 (Direct)

304.340.1511 (Fax)

Main: 304.558.5000 | Toll Free: 800.422.7498  
[www.wvtreasury.gov](http://www.wvtreasury.gov)

**From:** Hill, Virginia G <virginia.g.hill@wv.gov>  
**Sent:** Friday, September 5, 2025 10:34 AM  
**To:** Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov>  
**Subject:** [External] SDU Specs

**CAUTION:** This e-mail originated from outside of the WVSTO. Please exercise caution.

Dear Julie,

Could you please help get the review of the SDU specs moving? I need to get this out to bid as soon as possible, as the current contract ends in November this year.

Thank you for your assistance.

Best regards,  
Virginia

—

Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov

---

**NOTICE:** This communication, including any attachments transmitted with it, is intended for the exclusive use of the addressee and may contain proprietary, confidential, privileged and/or exempt from disclosure information. If you are not the intended addressee of this communication, please be advised that you have received this communication in error and that any use, dissemination, disclosure, distribution, forwarding, printing or copying of this communication may be subject to legal restriction or sanction. If you have received this communication in error, please immediately delete this communication, destroy all copies and notify the sender by email or phone. Also, this communication is subject to the West Virginia Freedom of Information Act and may be disclosed, in whole or in part, in accordance with the Act. This communication and its contents do not constitute a legal opinion of the West Virginia State Treasurer's Office.



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov

---

 **emergency memo sdu.pdf**  
512K



STATE OF WEST VIRGINIA  
DEPARTMENT OF HUMAN SERVICES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT

Alex J. Mayer  
Cabinet Secretary

Garrett Jacobs  
Commissioner

Date: November 24, 2025

To: Secretary

From: Virginia Hill

Re: 100,000 threshold emergency contract

This contract is estimated at a maximum of \$639,507.36 for the emergency if an additional 6 months are needed. The current 6 month emergency is \$319,507.36 for a 6 month period. The contract is in process of being put out to bid. This contract is needed due to the Treasurer's office being unable to keep up with the number of disbursements that are made daily. WV Code states all payments are to be allocated and disbursed within 24 hours. The current contract expires 11/30/2025.

Sincerely,

A handwritten signature in red ink that reads "Virginia Hill".



ERIC L. HOUSEHOLDER  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

SAMANTHA WILLIS  
PURCHASING DIRECTOR

To: All State Agencies Under Purchasing Division  
From: Samantha Willis, Director & General Counsel  
WV Purchasing *SLW*  
Date: January 23, 2025  
Re: \$100,000 Spending Requests

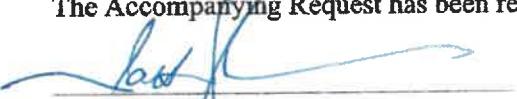
**MEMORANDUM**

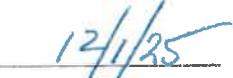
Pursuant to Executive Order 4-25, signed into effect by Governor Morrisey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

The Accompanying Request has been reviewed and approved by the following:

  
\_\_\_\_\_  
Agency Head

  
\_\_\_\_\_  
12/1/25  
Date

  
\_\_\_\_\_  
Cabinet Secretary/Department Head

  
\_\_\_\_\_  
12.10.2025  
Date

Governor's Office Representative

\_\_\_\_\_  
Date



STATE OF WEST VIRGINIA  
DEPARTMENT OF HUMAN SERVICES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT

Alex J. Mayer  
Cabinet Secretary

Garrett Jacobs  
Commissioner

Date: November 24, 2025

To: Secretary

From: Virginia Hill

Re: 100,000 threshold and bid approval

This contract is estimated at a maximum of \$8,000,000 overall cost for the timeframe of seven (7) years. The contract is an open-ended contract for child support collecting, tracking and disbursing. The Vendor will pickup the payments from a lockbox, open and scan it into a file to send to our operating system daily as well as sending files to the bank and taking cash and checks to the bank. The Vendor also tries to identify where payments should be allocated to when missing information has been sent as well as prints our disbursement checks daily. The Vendor will be determined by the lowest overall grand total for the seven (7) years. This contract is needed due to the Treasurer's office being unable to keep up with the number of disbursements that are made daily. WV Code states all payments are to be allocated and disbursed within 24 hours. The current contract expires 11/30/2025. An emergency is also in the process.

Sincerely,

A handwritten signature in red ink that reads "Virginia Hill".



**Exhibit C**  
**Account Rate Structure**

<b>Account Rate Structure</b>		
<b>Account Type</b>	<b>Proposed Rate Calculation</b>	<b>Current Rate</b>
Interest Bearing Checking Account		
Earnings Credit		

**How to calculate the Account Rate Structure**

Put the information from the current T-Bill Rate Index into the Current Rate Column for each account type. Then put the estimated increase into the Proposed Rate Calculation column for each account.

***Exhibit A for CRQM CS.  
Pricing Page***

Instructions on calculating the pricing page are included as Exhibit B.

The volumes used in the following Pricing page are all based upon historical data. Using the price that includes pricing for the transition phase, the monthly operational costs. The Vendor must also provide optional services.

estimated amount per month based off the year 2024

## Cost Sheet

<u>Time Frame</u>	<u>transition cost</u>	<u>monthly cost</u>
year 1		
year 1		
year 2		
year 3		
year 4		
year 5		
year 6		
year 7		
<b>Grand total cost</b>		

### ***The Basis of Award:***

The Vendor must bid on all tasks listed above. The Vendor must provide documentation support as listed. The contract will be awarded to the lowest bidder who can meet all the requirements.

Company Name: \_\_\_\_\_

Vendor Signature:

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E26\*1**

cing page, the Vendor shall provide a cost proposal  
also provide for projected costs for all future

**total for the year**

0  
0  
0  
0  
0  
0  
0  
0  
0

ting the meeting of all Mandatory Qualifications  
of this RFQ.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Human Services, Bureau for Child Support Enforcement, hereinafter referred to as the “Agency”, to establish a contract to provide for the centralized collection, distribution, and tracking of child support payments.

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

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

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

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

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

The services provided include, but are not limited to, traditional lockbox functions such as collecting mail from a dedicated post office box, sorting and batching the envelopes’ contents, endorsing and depositing the remittances into an interest-bearing account maintained by the Agency, providing detailed management reports to the Agency, and disbursing child support receipts by check, debit card, and through the ACH network, and establishing Web-based and telephonic payment options.

REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]

---

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

**2.1 “Contract Services”** means to provide for the centralized collection, distribution, and tracking of child support payments and that the majority of said payments, approximately 99% are disbursed within forty-eight hours of receipt.

**2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

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

**3.1.** Vendor qualifications shall be divided into the following separate categories.

**3.1.1.** Eligibility of the Proposer- the Vendor shall provide a statement and documentation that it is:

3.1.1.1. A company with a minimum of Five (5) years of experience in lockbox operations; or, is affiliated with a company with a minimum of Five (5) years of experience in lockbox operations; and

3.1.1.2. A national or State Bank or is affiliated with a National or State Bank.

The statement and documentation must be included with the bid submission.

**3.1.2.** A direct participant and originator in the Automated Clearinghouse (ACH) system, or a company affiliated with such a participant and originator.

3.1.2.1. Related Experience-

3.1.2.1.1. The Vendor shall provide documentation via memo regarding the size of its corporation and its current organizational structure, its transaction capacity currently being utilized, and any capacity that must be acquired in order to provide the specific work requirements as outlined within this RFQ.

3.1.2.1.2. Specifically, the Vendor shall attest to the capability to process an estimated 100,000 incoming receipts and outgoing disbursement transactions a month (200,000 total).

3.1.2.1.3. The Vendor shall also provide documentation via memo regarding the average monthly transaction volume, both incoming and outgoing, currently being handled by its lockbox operation.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

**3.1.3.** In relation to the scope of the services to be provided, the Vendor must provide a response to the following items of specific information: Provide a written plan and prioritized schedule for the performance of each of the required activities outlined in this RFQ as referenced in section 4.1.4.8. The plan shall contain a description of how the work shall be accomplished for each function. Simple statements that a task shall be completed or a reiteration of the RFQ language relating to the tasks is not acceptable. Anticipated dates of accomplishments for the transition phase which is referenced in 4.1.4.8.1.4 of this RFQ, shall also be included with this schedule.

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

#### **4. MANDATORY REQUIREMENTS:**

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

##### **4.1.1 The Vendor:**

**4.1.1.1** Shall assume full and complete responsibility for the cost of all activities and duties required by this RFQ.

**4.1.1.2** Shall notify the Agency in writing within forty-eight (48) hours of any personnel changes in the Vendor's management hierarchy that would be related to the operation of the contract resulting from this RFQ.

**4.1.1.3** Shall agree that no aspect of its performance under the contract will be contingent upon the Agency's personnel or the availability of the

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

Agency's resources, except for access to the Agency Automated Computer System and the training required to perform the contract.

**4.1.1.4** Shall submit in writing to the Agency immediately upon learning of any situation which could reasonably be expected to adversely affect the collection and distribution process (the inability to process and distribute collections in two (2) business days as required by law) with a detailed account of the situation, including a recommendation for resolution which Agency shall approve whenever possible.

**4.1.1.5** Shall be responsible for and have full knowledge of current and detailed Federal and West Virginia laws, regulations, and guidelines promulgated thereunder which are pertinent to the child support collection and distribution process (Code of Federal Regulations, Chapter 45; WV Code, Title 48; Social Security Act 42 U.S.C., Chapter 7), as well as to the tasks and responsibilities outlined within this RFQ.

**4.1.1.6** Shall cooperate fully with any other Vendor/contractors that may be engaged by the Agency to work on the activities related to the collection and distribution process.

**4.1.1.7** Shall recognize and agree that all work performed outside the scope of this RFQ/Contract or without approved change orders and/or approved delivery orders shall be at no cost to the Agency.

**4.1.1.8** Shall be liable for any improperly disbursed support payments when such improper payments occur as the result of normal day to day processing errors made by the Vendor or are otherwise attributable to the negligent or willful failure of the Vendor to adhere to the collection, this RFQ/Contract, or State and Federal laws and regulations. The Vendor shall reimburse the Agency for any funds distributed to a wrong party and for any other costs incurred by the Agency from personal injuries and/or litigation arising from such wrongful distribution verifying the error, even if the Vendor has been unsuccessful with attempts to recover said funds.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

**4.1.1.9** Shall manage the debit card program for the disbursement of child support to obliges or child support refunds to obligors. Vendor shall maintain Web-based and telephonic payment options which must be user friendly and accessible by custodial parents, non-custodial parents, child support obligors, employers, etc. with credit card, debit card and ACH initiated payment options available. The Agency shall send the Vendor a daily Web-based pre-registration file. The Vendor shall send the Agency the following daily files: Web-based payment responses, Electronic Funds Transfer (EFT) outgoing returns, and Web-based ACH and credit card payments and receipts/returns.

**4.1.1.10** The Vendor must meet all currently applicable Payment Card Industry Data Security Standards (PCIDSS) security requirements and any updates thereto, all as reflected at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

**4.1.1.11** The Vendor shall allow for a minimum of four (4) Automated Teller Machine (ATM) withdrawals per month per customer from the financial institution's ATM network at no cost to the debit card holder.

**4.1.1.12** The Vendor shall submit a monthly report on the first business day of the preceding month, which provides debit card information for the preceding month's activities, including but not limited to:

**4.1.1.12.1** Choosing or changing a Personal Identification Number (PIN);

**4.1.1.12.2** Reporting lost or stolen cards;

**4.1.1.12.3** Requesting replacement cards;

**4.1.1.12.4** Checking remaining account balances;

**4.1.1.12.5** Locating the nearest network ATM; and

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

**4.1.1.12.6** Resolving any other question/issues regarding use of the card.

4.1.1.13. The Vendor shall submit a monthly report on the first business day of the preceding month, which provides debit card information for the preceding month's activities, including but not limited to:

4.1.1.13.1. the total number of cards issued;

4.1.1.13.2. the total number of cards cancelled;

4.1.1.13.3. a list of accounts with balances having no customer usage during the preceding six month period; and

4.1.1.13.4 a list showing debit cards mailed but not activated.

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

4.1.1.14. The Vendor will provide a minimum of one network ATM in each of West Virginia's fifty-five (55) counties.

4.1.1.15. The Vendor shall maintain both a Web-based payment and a telephonic option for non-custodial parents, child support obligors, and third parties to initiate the payment of child support through a Web site or toll-free telephone number by use of, at a minimum a Visa, Discover, American Express, Master Card, Debit Card, or through the ACH network. These payment options(s) must be supported by a toll-free customer service line with automated assistance available 24/7 and live customer service representatives available during standard hours of operation from 7.AM to 5 PM Eastern Time, Monday through Sunday, and a 24/7 internet customer service website, both to be operated with no cost to the customers.

4.1.1.16. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

location during normal business hours upon written request by Agency within ten (10) business days after receipt of the request.

4.1.1.17. Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the Vendor's bid.

**4.1.2 Access Requirements:**

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

**4.1.3. Confidentiality of Respondent and Client Information**

4.1.3.1. The Vendor, its officers, agents, employees, and subcontractors shall treat all information and must adhere to all requirements listed, including Federal and State tax information, with particular emphasis on information relating to customers and litigants, which is obtained through performance under the contract, as confidential information to the extent required by the

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

laws of the State of West Virginia and of the United States, as well as any regulations promulgated thereunder (WV Code Chapter 48-18-131; CFR 303.21; and IRS Publication 1075.)

4.1.3.2. All personal identifiable information relating to any customer and litigant shall be held confidential and shall not be disclosed by the Vendor, its officers, agents, employees, or contractors without the prior written approval of the Secretary of the Department of Human Services or his/her designee.

4.1.3.3. The Vendor may not at any time furnish case file information or documentation to any requesting customer or litigant.

4.1.3.4. The use of information obtained by the Vendor in the performance of its duties under any contract resulting from this RFQ shall be limited to those purposes directly connected with such duties.

4.1.3.5. The Vendor shall advise the Agency within 48 hours of any and all requests received for information described in this RFQ.

4.1.3.6. The Vendor shall be responsible for assuring that any agreement between itself and any of its officers, agents, employees, or subcontractors contains a provision which strictly adheres to the provisions of confidentiality as described in this section,

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

4.1.4.1 – Vendor shall provide solutions to receive and process digit wallet service payments – ie :Apple Pay, Google Pay, Venmo and Paypal

4.1.4.2 - Vendor shall provide solutions to receive and process Cash Retail payments at participating stores nationwide – ie: Walmart, Dollar General, Kroger, and CVS

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

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

4.1.4.4. Receipt of Mail:

4.1.4.4.1. Vendor shall assume control of and maintain the current post office box dedicated to the receipt of child support collections and related activities.

4.1.4.4.2. All mail shall be transported directly to the Vendor's operations center each business day, unopened.

4.1.4.4.3. All mail shall be opened on the day of receipt. All envelopes that contain correspondence shall be segregated from the other envelopes for pick up by Agency courier.

4.1.4.4.4. The Vendor shall review each receipt for the following exceptions:

4.1.4.4.4.1. Amount- When the written amount and the numeric amount disagree, the remittance documents shall be returned to the maker.

4.1.4.4.4.2. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six (6) months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is stale dated or postdated.

4.1.4.4.4.3. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker, The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, or other appropriate reason. All legal endorsements shall be honored.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.4.4.4. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from the “Bureau for Child Support Enforcement” or the payee’s name, the envelope, along with all of the related information, shall be forwarded to the Agency’s Receipts and Distribution Unit manager for further processing. After removing the documents from the envelopes and sorting the payments from the correspondence, the Vendor shall immediately endorse each payment “For Deposit to the Account of the Within Named Payee.” The endorsement shall clearly include the date the mail is received by the Vendor.

**4.1.4.5. Document Imaging and Retrieval**

4.1.4.5.1 Vendor shall provide a scanning solution to securely transform payments and correspondence into electronically retrievable information which can be accessed the same day by the Agency and Vendor’s staff.

4.1.4.5.2. Vendor’s scanning solution shall provide for the safe and secure electronic capture, storage, retrieval, and distribution of all documents retrieved from the post office box, including checks and payment documentation.

4.1.4.5.3. Vendor shall provide the Agency with electronically imaged information on a daily basis.

4.1.4.5.4. The electronically imaged information shall be provided in a format that allow Agency staff to instantaneously retrieve the secured, electronic documents from their desktops for viewing, annotating, faxing, printing, or emailing.

**4.1.4.6. Deposits:**

4.1.4.6.1. All payments shall be deposited into an interest-bearing Demand Deposit Account (DDA) within one business day. All monies shall be deposited into a financial institution which is designated or eligible to be designated as a State Depository prior to execution of contract pursuant to

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

West Virginia Code, §12-1-1 et seq. <https://code.wvlegislature.gov/12-1B/>, in addition to being a direct participant in the Federal Reserve Automated Clearing House System. The account must not be with a financial institution that has been determined by the West Virginia Treasurer as engaging in a boycott against energy companies pursuant to West Virginia Code, § 12-1C-1 et seq. Receipts not deposited in the Agency's account shall be secured in an Office of Management and Budget (OMB) approved safe when they are not being processed. The Vendor shall maintain records that will disclose the dates that payments are received and subsequently deposited. Performance of this standard will be measured quarterly by review of the Vendor's office records.

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

4.1.4.6.3. The Vendor shall not have the right to directly charged the Agency's operating account for any checks that have not been honored by the drawee bank and subsequently returned. Said checks, along with the debit advice, shall be forwarded to the Agency along with the daily attachments. Charges for dishonored checks shall be detailed on the Vendor's monthly invoice.

4.1.4.6.4. In those instances where the financial institution's processing center is physically located outside the Charleston, West

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

Virginia area, rather than transporting the receipts to the processing center by a courtier who might be delayed by inclement weather, the Vendor shall use imaged cash letters (ICL) prepared in Charleston where the receipts are received which reduce the receipt to digital images and electronically forward them to the operational center to process and make all deposits to the Agency's account, so that, pursuant to Federal mandate (45 CFR 302.32 (a)(b)(1) & (2)(i) at <https://www.gop.gov/fds>), the daily receipts will be credited to the Agency's account on the same day they are received.

**4.1.4.7. Entry of Payment Information into The Agency automated computer system:**

**4.1.4.7.1. Payments shall be sorted into two categories for processing:**

**4.1.4.7.1.1. Payments accompanied by remittance documents, whether generated by the Agency Automated Computer System or an employer, shall contain the necessary information such as case ID, name of participant, social security number of participant for processing into the Agency Automated Computer System without further inquiry. Entry should be made based on information contained on the remittance. Remittance must be held for sixty (60) business days before destruction.**

**4.1.4.7.1.1.1. Payments not accompanied by remittance documents, or remittance documents that have been determined to contain incomplete or erroneous information, shall require the Vendor to inquire into the appropriate Agency Automated Computer System data files in order to identify the appropriate and correct case-related information. Every available related resource shall be utilized in an effort to identify the payment. If the payment is still unidentified after all resources have been exhausted, the Vendor shall enter the receipt as an "Unidentified Receipt" after three (3) business days.**

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.7.1.2. Payment information, with the reconciliation record included, shall be entered into the Agency Automated Computer System by the receipts file created by the Vendor's mail extraction and scanning equipment.

4.1.4.8. Balancing Batch Entries to the Daily Deposit:

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

4.1.4.9. Error Rate:

4.1.4.9.1. The Vendor shall not exceed a processing error rate of two one hundredths of one percent (.02%). This error rate shall be calculated by dividing the number of errors by the total number of manual receipts processed in any one month, i.e., 100 errors/80,000 receipts= .00125% error rate. Failure to meet the established error rate will result in a credit of 1% of the Agency's monthly invoice amount. Payments may be defined as all those payments received that are to be credited to a child support obligor's account, whether single or multiple accounts, and those that are ultimately credited to the operating account as unidentified. An error exists if there is a failure to process a receipt within the payment processing standard (Code of Federal Regulations, Chapter 45; WV Code, Title 48), a failure to credit the correct amount to the appropriate case or unidentified category, or failure to identify or credit the correct Agency Automated Computer System case to which a payment should be processed given the identifying information provided. Failure to process a payment entirely from receipt through credit to an Agency Automated Computer System case shall be counted as an error for inclusion in the error rate calculation.

4.1.4.9.2. Each month the Vendor shall take a sampling of the payment transactions from the previous month using standard statistical sampling techniques that shall allow disclosure of an accuracy rate of 99.8% or an error rate of no more than .2% with a 95%

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

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

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

4.1.4.10. Project Management:

4.1.4.10.1. The Vendor shall provide a work plan which demonstrates the Vendor can provide the products and services which are the subject of this RFQ. The work plan guide is as follows:

4.1.4.10.1.1. Predesign Phase that must include Contracting, Kick-off Meeting, Weekly Progress Reports, Facility, and Bonded Courier Service.

4.1.4.10.1.2. Design phase (Technical Documentation) that must include functional design document, detailed design document, system integration test plan, user acceptance test plan, operations manual, security plan, quality assurance plan, backup and disaster recovery plan.

4.1.4.10.1.3. Development Phase must include setup disbursement processes, setup balance reporting system, setup ACH funds transfer, check services, check stock, software development cycle, telecommunication infrastructure, payment processing system hardware, debit card vendor interface, develop debit card usage materials, develop notification materials, notify existing debit card holders, and Agency certification (acceptance) testing.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.4.10.1.4. Transition Phase must include files and data transfer schedule, authorizer transition, activate debit card customer service components, and begin daily settlement process

4.1.4.10.1.5. Operations Phase must include monthly status meetings, update detail design documents, Agency maintenance, initiate daily file transfers, and administration support.

4.1.4.10.2. The Vendor shall use a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines (<https://www.pmi.org>). Microsoft Project or equal software tools must be used to develop the work plan that includes tasks, milestones, and deliverables. The Vendor shall accomplish the work plan milestones and deliverables as scheduled. The Vendor shall designate a full-time project manager.

4.1.4.10.3. The Vendor shall provide a list of all deliverables and the due date of those deliverables by task. The Vendor shall provide a ten (10) business day review period by the State, a five (5) business day revision time by the Vendor and an additional five (5) business day re-review period by the State.

4.1.4.11. Disbursement Process:

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

4.1.4.11.2. Check Stock: The Vendor shall maintain on hand sufficient supplies of checks to allow for the generation of checks for at least two months. Checks shall be used for those disbursements not made by ACH to a Debit Card, a direct deposit account, or out of state agency.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.11.3. The Vendor shall be required to maintain a log of dates, time and check numbers provided to the Agency daily.

**4.1.4.12. Receipt of Disbursement Information:**

4.1.4.12.1. The computer data files containing disbursement information to be used in printing child support checks, effectuating ACH disbursements, or uploading Debit Card information shall be electronically transmitted to the Vendor by the Agency's computer center, Management Information Service (MIS), as follows:

4.1.4.12.1.1. The check files and debit card files shall be transmitted at 6:00 AM.

4.1.4.12.1.2. The ACH files shall be transmitted at 6:00 PM, unless the next day is a legal holiday, in which case the files will be transmitted at 5:00 PM.

4.1.5. The Vendor shall maintain a log which records the date and time the disbursement data files were received from the Agency and the respective disbursement dates the data files represent.

**4.1.5.1. Check Printing and Mailing”**

4.1.5.1.1 Each day, the Vendor shall print all of the checks required as a result of the previous business day the Agency Automated Computer System nightly account processing which appears on the daily the Agency Automated Computer System disbursement data file. These checks shall meet the definition of negotiability as set forth in West Virginia Code §46-3-104.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.1.2. The Vendor shall hold the checks until 12:00 PM in order to allow the Agency time to review the disbursements file and, as may be necessary, request checks to be pulled and not disbursed.

4.1.5.1.3. All checks printed each day shall be prepared for mailing and delivered by the vendor to the US Postal Service no later than 3:00PM that day. (The per check fee to be quoted by the prospective Vendors in their cost proposals must include the cost of postage, envelope and check.) The envelopes used for mailing shall clearly display the Agency's return address so that undeliverable checks will be returned to the Agency and not the Vendor.

4.1.5.1.4. The Vendor shall be required to include envelope stuffers with the disbursement checks as needed. Stuffers are defined as client notification information prepared by the Agency. These stuffers must be tri-folded letter sized.

4.1.5.1.5. The Vendor shall provide the Agency with a monthly statement of all checks written, ACH transactions initiated, and Debt Card uploads from the collection/disbursement operations account on the first business day of the preceding month. The Agency prefers this statement be provided in a secure electronic format. The Vendor shall return a file to the Agency containing the check number and check date for every disbursement record sent in the initial check file. Furthermore, the report shall be in a format that can be converted to a compact disc (CD) and the Vendor must provide the Agency with a minimum of three CD copies of this report. This report shall provide the following information and features:

4.1.5.1.5.1. Shall show all returns and exceptions, including checks and ACH transactions. This shall include not only items that have been sent to the Agency for payment of court-ordered child support, but also outgoing child support, but also outgoing child support payments which are returned to the Agency due to "no account," "closed account," etc.

4.1.5.1.5.2. Shall show checks paid in descending order by check amount as well as showing checks paid in ascending order by check number

4.1.5.1.5.3. Shall show account balance

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.1.5.4. Shall contain a one-page account summary, including:

4.1.5.1.5.4.1. opening ledger;

4.1.5.1.5.4.2. credits;

4.1.5.1.5.4.3. Debits;

4.1.5.1.5.4.4. Closing ledger;

4.1.5.1.5.4.5. Total Float;

4.1.5.1.5.4.6. Float adjustment;

4.1.5.1.5.4.7. Total monthly credits;

4.1.5.1.5.4.8. Total monthly debits;

4.1.5.1.5.4.9. Average debits and credits, both monthly and yearly to date;

4.1.5.1.5.4.10. Total ach credits;

4.1.5.1.5.4.11. Total ACH settlement debits;

4.1.5.1.5.4.12. Total checks paid; and

4.1.5.1.5.4.13. Total deposited items returned.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.1.5.5. Shall show opening ledger, closing ledger, closing available, one day float and 2+ days float.

4.1.5.2. Debit Card:

4.1.5.2.1. Vendor's responsibility:

4.1.5.2.1.1. The debit card shall be a branded Visa or MasterCard, shall operate via the Visa or MasterCard network, shall be accepted by any participating merchant, and shall allow for pin based and/or signature based purchases.

4.1.5.2.1.2. The debit card shall be "Regulation E" compliant. The Agency is a government entity, and §205.15 of Regulation E applies.

4.1.5.2.1.3. The Vendor shall assume all "Regulation E" responsibility for the Debit Card, including the providing of monthly statements by mail to cardholders. At the cardholder's option and agreement, secure electronic copies available on the website can be substituted for paper copies.

4.1.5.2.1.4. The Vendor shall accept, at a minimum, the following data elements to establish a customer account:

4.1.5.2.1.4.1. First Name

4.1.5.2.1.4.2. Last Name

4.1.5.2.1.4.3. Address line 1

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.2.1.4.4. Address line 2

4.1.5.2.1.4.5. City

4.1.5.2.1.4.6. State

4.1.5.2.1.4.7. Zip code

4.1.5.2.1.4.8. Phone number (if known)

4.1.5.2.1.4.9. Social Security Number

4.1.5.2.1.4.10 Date of Birth

4.1.5.2.1.4.11 The Agency Automated Computer System  
PIN number

4.1.5.2.1.5. The Debit Card shall perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.

4.1.5.2.1.6. The Card shall operate as a Debit Card and have no line of credit associated with it.

4.1.5.2.1.7. The Vendor shall provide and issue the initial cards to the customers at no cost to the Agency.

4.1.5.2.1.8. The Vendor shall issue a Debit Card to the customer within 15 working days after receipt of the account set-up information from the Agency.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.2.1.9. The day after receiving the enrollment file from the Agency, the Vendor shall notify the Agency that the account is ready to accept deposits and provide the Agency with the account number.

4.1.5.2.1.10. The Vendor shall be responsible for the issuance of replacement Debit Cards to the cardholders. The Vendor shall issue one free replacement Debit Card per cardholder per year. Thereafter, each cardholder will be responsible for paying the cost of any subsequent replacement cards.

4.1.5.2.1.11. The network shall be accessible to customers and the technology used shall be currently active and available throughout the state.

4.1.5.2.1.12. Due to the anticipated volume, there shall be an automated procedure for an electronically secure data connection to accept customer account information on a daily basis (i.e. new accounts, updates), requiring no manual entry of data by the Agency.

4.1.5.2.1.13. Funding transactions from the Agency to the financial institution shall be made according to the National Automated Clearing House Association (NACHA) approved Cash Concentrations of Disbursement accompanied by one addenda record (CCD+) format for child support transactions.

4.1.5.2.1.14. Funds shall be processed and credited to the customer's account so that they are available settle to the financial institution.

4.1.5.2.1.15. The Vendor shall provide the Agency the ability to access card balances in order to determine if reversal can or should be initiated.

4.1.5.2.1.16. The Vendor shall allow the Agency to initiate, if necessary, reversals for any customer entries made in error to the account, per NACHA regulations.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.2.1.17. The Vendor shall be Federal Deposit Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLIC), affiliated with a VISA or MasterCard system, and EFT capable, using NACHA regulations.

4.1.5.2.1.18. The Vendor shall not deny any eligible customer referred by the Agency for participation in the debit card program.

4.1.5.2.1.19. The cardholder will not be able to obtain checks or negotiate checks against the card or the underlying account.

4.1.5.2.1.20. The Vendor shall provide the cardholders with the instructional material associated with the card at no cost to the Agency.

4.1.5.2.1.21. The Vendor shall notify the customers fourteen days in advance of changes in policy that affect them and/or their accounts at no cost to the Agency as soon as the Vendor is aware of the pending changes.

4.1.5.2.1.22. The Vendor shall notify the Agency fourteen days in advance of any changes affecting cardholders at no cost to the Agency as soon as the Vendor is aware of the pending changes.

4.1.5.2.1.23. The Vendor shall treat any cardholder of the Agency's Debit Card as it would any cardholder of a non-agency card. This will include all services provided to all cardholders of the financial institution's Debit Card that are not in conflict with any of the above listed guidelines.

4.1.5.2.1.24. The Vendor shall provide, at a minimum, monthly status reports during the transition, testing, and implementation phases of the project, the report will contain, at a minimum, the following items on the first business day of the preceding month;

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.2.1.24.1. Tasks that were completed that month;

4.1.5.2.1.24.2. Tasks to be completed the following month;  
and

4.1.5.2.1.24.3. Outstanding issues that need to be resolved

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

4.1.5.3.1. State's Responsibilities:

4.1.5.3.1.1. The Agency shall initially refer to only those customers that had four or more distributions during the preceding 12 month period.

4.1.5.3.1.2. Thereafter, the Agency shall only refer new customers when any of the following occur:

4.1.5.3.1.2.1. The customer's case with the Agency changes from an establishment case to an enforcement case;

4.1.5.3.1.2.2. The customer opens a new case with the Agency as an enforcement case;

4.1.5.3.1.2.3. The customer has a distribution in a case which does not already have a Debit Card or

4.1.5.3.1.2.4. The Customer must be refunded overpaid support.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.3.2. The Agency will continue to provide its customers with both a 24/7 Interactive Voice Response System and an internet site which will allow customers to access case payment and other child support information. Through those systems, the parent can find the date the payment applied to his/her case(s).

**4.1.5.4. Required Scope of Work for Debit Cards:**

4.1.5.4.1. The Vendor shall allow the Agency to provide a name for the Debit Card.

4.1.5.4.2. The Vendor shall allow the Agency to choose a graphic for Debit Card from the graphics available through the partner financial institution.

4.1.5.4.3. The Vendor shall allow the Agency to provide a graphic for the Debit Card if a suitable graphic is unavailable through the financial institution at no additional cost to the Agency.

4.1.5.4.4. The Vendor shall allow the Debit Card to remain active until the Agency indicates otherwise,

4.1.5.4.5. The operating network shall make every effort to disallow any transaction that causes the cardholder to exceed the amount available in the account and will be responsible for recoupment of any overdraft from the cardholder at no cost to the Agency.

4.1.5.4.6. The Vendor shall not charge a monthly account fee to the Agency or the cardholder.

4.1.5.4.7. The Vendor shall allow for withdrawals at the financial institution's teller window at no cost to the cardholder.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.4.8. The Vendor shall allow the cardholder to choose and change a pin.

4.1.5.4.9. The Vendor shall allow the Agency to have the final approval of the instructional materials provided with the Debit Card.

4.1.5.4.10. The Vendor shall notify the Agency when a Debit Card is returned by the United States Postal Service as undeliverable, and must allow for the automatic re-issue of debit cards that have been returned as undelivered when a new or updated address for the cardholder is received.

4.1.5.4.11. The Vendor shall send daily response data files which will inform the Agency of the date the account is created and its associated account number. IF the account cannot be created, the appropriate error reason will be sent in the response files.

4.1.5.4.12. The Agency and the Vendor shall exchange any cardholder demographic changes, including name and address changes, in a daily batch file that will update the cardholder information so that the cardholder does not need to make multiple calls to accomplish demographic changes. The Vendor shall also send the Agency daily account and card status changes.

4.1.5.4.13. The Agency would like for the Debit Card cardholders who are support obliges to have the option to have ongoing monthly bills automatically debited from their child support accounts. These automatic monthly debits will be made only if sufficient funds exist to make the required payment. At no time will a payment be made that creates a negative balance.

4.1.5.4.14. As a general rule, Debit Cards will be sent to individuals residing in foreign countries. However, each potential occurrence may need to be dealt with on an individual basis. The Agency recognizes there may be limitations

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

for issuing foreign cards. Therefore, the successful Vendor will work with the Agency to resolve these issues.

4.1.5.4.15. The Vendor shall begin issuing the initial Debit Card to customers no later than six (6) months after the award date of the contract.

4.1.5.4.16. The Vendor shall begin to accept initial deposits from the Agency no later than 10 business days after the initial cards are distributed to the cardholders.

4.1.5.4.17. When requested by the cardholders, the vendor shall send them e-mail or text messages informing them of deposits to their Debit Cards.

**4.1.5.5. Reporting:**

4.1.5.5.1. The Vendor shall prepare for the Agency a detailed daily listing of all checks printed, ach disbursements effectuated, or debit cards uploaded which shall include the payee, amount paid, and the check or trace number or Debit card upload identifying information, as may be appropriate.

4.1.5.5.2. Each month the Vendor shall provide the Agency with a status report of the Agency's operating and interest-bearing accounts as of the last business day of the month; on the first day of the preceding month. This report shall include, at a minimum, deposit amounts credited to the account, disbursements charged against the account, and a list of the outstanding checks.

4.1.5.5.3. The Vendor shall make daily cash management information available to the Agency on-line and on demand. This information shall include normal account information, including one day float and extended float information.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.5.4. The Vendor shall provide the Agency with the functionality to:

4.1.5.5.4.1. See, approve, and pay or return items that have been rejected due to stop pay, duplicate items, stale dated checks, etc.;

4.1.5.5.4.2. Electronically transfer money between Agency's accounts or to send money to an individual third party or outside bank account (this ability entails generating a check without linking it to a specific case);

4.1.5.5.4.3. Stop payments on checks as well as remove stop payment requests;

4.1.5.5.4.4. Research, identify and print copies of credits to the Agency's accounts resulting from recall requests of outgoing ACH transactions;

4.1.5.5.4.5. Research and retrieve images of paid items; and

4.1.5.5.4.6. Research and print images of incoming items.

4.1.5.6. Disbursement Errors:

4.1.5.6.1 The Vendor shall ensure that all disbursements will be made for the correct amount and to the correct beneficiary. An error exists if there is a failure to disburse funds within the established performance standard (45 CFR 302.32(a)(b)(1) & (2)(i) §48-18-113). Failure to verify the accuracy of the disbursement dates on the Agency's disbursement file so that duplicate payments are not issued will result in disbursement errors being charged against the Vendor. The Vendor will reimburse the Agency for such errors.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.1.5.6.2. Performance under this standard shall be monitored by the Agency. The Agency's local offices will report potential disbursement errors and the Agency will review and verify the existence or non-existence of any report errors. Errors that result in the disbursement of funds for the wrong amount or to the wrong individual will result in the Vendor being liable to the Agency for the full amount of said funds, as well as any related costs and expenses incurred by the Agency in each and every case.

4.1.5.6.3. The potential for loss resulting from disbursement errors through the use of Direct Deposit or Debt Card is greater than with check disbursements. This fact is due to the elimination of float funds and the immediate availability of funds to the recipient. Errors attributed to the Vendor and resulting in a loss to the Agency will result in the Vendor being liable for a full reimbursement to the Agency after a written request with supporting documentation attached is presented to the Vendor by the Agency.

4.1.5.7. File Transfers:

4.1.5.5.7.1. All file transfers shall be made with Sterling's Connect Direct software or equal. Must be able to create an excel chart, import and export, .mpp files, and export PDF's or shareable project plans. These files include:

<b>File Description</b>	<b>Created by</b>	<b>Frequency</b>
File of checks requested to be printed	WV BCSE	Monday-Friday
Checks requested response file containing check numbers and check date	BANK	Monday-Friday
File containing Paid/Cashed or Voided checks	BANK	Monday-Friday
Incoming ACH receipts (Employers, Out of-State (OOS) agencies)	BANK	Monday-Friday
Outgoing ACH disbursements (Direct Deposit, Debit Cards & OOS ACH)	WV BCSE	Monday-Friday

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

Response file from the outgoing ACH file	BANK	Monday-Friday
Debit card enrollment file	WV BCSE	Monday-Friday
Debit card acknowledgments file (includes DDA numbers)	BANK	Monday-Saturday
Debit card file for demographic & card status updates	BANK	Monday-Saturday
Web based payment response file	BANK	Monday-Friday
Web based payment Pre-Registration file	WV BCSE	Monday-Friday
Web based ACH & Credit Card payments. Receipts>Returns file	BANK	Monday-Friday
EFT outgoing returns file	BANK	Monday-Friday
Receipts from Document Imaging System	BANK	Monday-Friday

**4.2. Repayment Lockbox Services:**

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

**4.2.2. The Vendor shall provide the following repayment processing services:**

**4.2.2.1. Mail extraction and scanning equipment-** The Vendor shall be responsible for supplying, programming, and implementing mail extraction equipment. This equipment must provide for scanned electronic images that will be transmitted to a workflow environment for processing.

**4.2.2.2. Receipt of Mail:**

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.2.2.2.1. Vendor shall maintain a post office box dedicated to receiving mail relating to repayments and expense reimbursements.

4.2.2.2.2. All mail shall be transported directly to the Vendor's operations facility each business day, unopened.

4.2.2.2.3. Once at the Vendor's facility, all mail shall be opened on the day of receipt. All envelopes that contain correspondence shall be segregated from the other envelopes. The Vendor shall remove all correspondence from each such envelope and shall physically deliver both the envelope and the correspondence to the Manager of the Receipts and Distribution units.

4.2.2.2.4. An electronic copy of each remittance document shall be made on the day the remittance is received. The electronic copy and any documentation included with the remittance shall be forwarded to the Agency.

4.2.2.2.5. The Vendor shall review each receipt for the following exceptions:

4.2.2.2.5.1. Amount- When the written and numerical amount disagree, the remittance document shall be returned to the maker.

4.2.2.2.5.2. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six (6) months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is stale dated.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.2.2.2.5.3. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker. The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, an endorsement not as drawn, a missing signature, or other appropriate reason. All legal endorsements shall be honored.

4.2.2.2.5.4. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from “Bureau for Child Support Enforcement” the envelope, along with all of the related information, shall be forwarded to the Agency for further processing.

**4.2.2.2.6. Document Imaging Retrieval**

4.2.2.2.6.1 Vendor shall provide a scanning solution to securely transform payments and correspondence into electronically retrievable information which can be quickly accessed by the Agency and Vendor’s staff.

4.2.2.2.6.2. Vendor’s scanning solution shall provide for the safe and secure electronic capture, storage, retrieval, and distribution of all documents retrieved from the post office box, including checks and payment documentation.

4.2.2.2.6.3. Vendor shall provide the Agency with the electronically imaged information on a daily basis.

4.2.2.2.6.4. The electronically imaged information shall be provided in a format that allows Agency staff to instantaneously retrieve the secured, electronic documents from their desktops for viewing, annotating, faxing, printing, or e-mailing.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.2.2.2.6.5. After removing the payments from the envelopes and separating them from the correspondence, the Vendor shall immediately endorse each payment “For Deposit to the Account within Named Payee,” or other such legal endorsement as may be appropriate. This endorsement shall clearly include the date the mail is received by the Vendor.

4.2.2.2.6.6 All payments shall be deposited into the Agency’s interest bearing repayment account within one business day. All monies shall be deposited into a financial institution which is designated or eligible to be designated as a State Depository prior to execution of contract pursuant to West Virginia Code §12-1-24 et. seq. (<https://code.wvlegislature.gov/12-1B/>) shall be a member of the FDIC, in addition to being a direct participant in the Federal Reserve Automated Clearing House System. The account must not be with a financial institution that has been determined by the West Virginia Treasurer as engaging in a boycott against energy companies pursuant to West Virginia Code, § 12-1c-1 et./ seq. This account shall be separate and in addition to the operations account established to receive regular child support payments. The Vendor shall establish a procedure whereby the repayment funds shall periodically be transferred to another account upon receipt of written instructions from the Agency as needed.

4.2.2.2.6.7. The repayment account shall be established as a “zero balance account” with a corresponding interest-bearing account or such other account as recommended by the Vendor and approved by the Agency. The Vendor shall debit/credit the interest-bearing account daily. The repayment interest bearing account will bear a variable interest rate based on such interest indices as shall be mutually agreed upon, including but not limited to, the current T-Bill rate, Fed Funds, or Standard Savings indices. The Agency realizes that there will be a balance requirement attached to any

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

interest rate quoted for this account. The Vendor shall provide the Agency with full disclosure with regard to the method used by the Vendor to determine the applicable interest rate.

4.2.2.2.6.8. In those instances where the financial institution's processing center is physically located outside the Charleston, West Virginia, area, rather than transporting the receipts to the processing center by a courier who might be delayed by inclement weather, the Vendor must use Image Cash Letter (ICL) prepared in Charleston where the receipts are received which reduce the receipts to digital images and electrically forward them to the operational center to process and make all deposits to the Agency's account, so that, pursuant to Federal mandate, the daily receipts will be credited to the Agency's account on the same day they are received.

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

4.2.2.2.6.9.1. The Agency's automated system has been designed and developed to accommodate electronic funds transfers through a Vendor's ACH/EDI participation. Transactions will follow the Bankers Convention Corporate Trade Exchange (CTX), CCD+, or Prearranged Payment and Deposit (PPD) format as is appropriate ([www.treasurysoftware.com/ffedigui.pdf](http://www.treasurysoftware.com/ffedigui.pdf)).

4.2.2.2.6.9.2. The Vendor's responsibilities shall include:

4.2.2.6.9.2.1 Receiving transmissions from the Agency which contain information for outbound transactions/direct deposit;

4.2.2.6.9.2.2 Receiving data transmissions from the ACH network which contain

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

inbound information regarding child support payments for entry into the Agency Automated System;

- 4.2.2.6.9.2.3 Sending in data transmissions to the ACH network which contain information for credit to financial accounts belonging to recipients of the Agency's services, as well as to other state's distribution units;
- 4.2.2.6.9.2.4 Crediting the Agency's account with the proper transaction amount for all inbound ACH transactions and providing the Agency with the appropriate credit advices;
- 4.2.2.6.9.2.5 Charging the Agency's operating account for the proper transaction amount for all outgoing ACH transactions and providing the Agency with the appropriate debit advices; and
- 4.2.2.6.9.2.6 Providing the Agency with an operational/logistical procedure that must ensure that ACH/EDI transactions are handled in 48 hours as well as ensuring that the proper balances and controls are in place.

**4.2.2.2.6.10 System Transition:**

4.2.2.2.6.10.1 The following requirements encompass the tasks that the vendor shall complete prior to performing the centralized collection and distribution function. The objectives are as follows:

4.2.2.2.6.10.2. Shall work closely with both the Agency and the existing Vendor to continue to process collections and

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

disbursements until the new Vendor's implementation plan is fully executed

4.2.2.2.6.10.3 The following requirements encompass the tasks that the Vendor shall complete prior to ceasing the centralized collection and distribution function if the incumbent Vendor is not awarded a new contract upon the expiration of this contract. The objectives are as follows:

4.2.2.2.6.10.3.1. Shall work closely with both the Agency and the existing Vendor to continue to process collections and disbursements until the new Vendor's implementation plan is fully executed.

**4.2.2.2.6.11 State Responsibilities:**

**4.2.2.2.6.11.1 Training:**

4.2.2.2.6.11.1.1 The Agency shall provide training which shall be accomplished through a mixture of formal and on-the-job sessions. Training shall focus on providing the Vendor's management and front line staff with information regarding all operational aspects of the collection and distribution process, the appropriate Agency Automated System screens and functions, and the appropriate Federal rules and regulations. The Agency shall provide all the instructional materials necessary to successfully complete this training.

4.2.2.2.6.11.1.2 An experienced transition team shall be established by the State in order to assist the Vendor to overcome any problems or obstacles which might occur and to ensure a smooth transition from the existing Vendor to the new Vendor.

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

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

processes. The Agency owns all of the computer programs, manual procedures, operating plans, documentation, data, records, and any related items arising out of the collection and distribution process, and shall make any and all of these available to the Vendor when it is deemed necessary for the successful accomplishment of the contract.

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

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

4.2.2.2.6.12.2 Planning: Immediately upon notification of selection, the Vendor shall prepare a detailed transition plan for the Agency's approval for a period of six months or less. The plan, at a minimum, shall include:

4.2.2.2.6.12.2.1 Planned Activities;

4.2.2.2.6.12.2.2 Staffing levels;

4.2.2.2.6.12.2.3 A time line for completion and appropriate deliverables;

4.2.2.2.6.12.2.4 A checklist for review and acceptance by the Agency of the policies and

REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]

---

procedures developed by the Vendor to accomplish a successful transition; and

4.2.2.2.6.12.2.5 A detailed disaster recovery/business contingency plan which shall be approved by the Agency and must be submitted prior to the expiration of the six-month transition plan.

4.2.2.2.6.12.3 Primary Operating Facility: The Vendor shall establish a primary operating facility at a single site through use of existing facilities, expansion of existing facilities, or acquisition of a new facility. The primary operating facility shall be located within a one mile radius of the Agency's main office in Charleston, West Virginia. The Agency must tour and inspect the facility at least once a year or as needed to insure compliance with State and Federal laws (W. Va. Code Chapter 48, Code of Federal Regulations, Title 45, Social Security Act, 42 USC Chapter 7) as well as with this contract. The Agency personnel who conduct these inspections are located in the Agency's main office in Charleston, West Virginia. Additionally, the Agency is required by Federal law to receive child support payments at its main office, so the Vendor must be located where an Agency courier can safely walk daily receipts, including cash, to the Vendor's facility each day. Finally, the Agency's employees, upon mutual agreement, may provide back-up staffing to the Vendor in times of emergencies. For all these reasons, therefore, the Vendor's facility should ideally be located within walking distance of the Agency's main office in Charleston, West Virginia. The purpose of the primary operating facility shall be the Vendor's performance of the centralized collection and distribution function in accordance with the provisions set forth in this RFQ and any resulting contract. While other unrelated functions may be performed at the Vendor's primary operating facility, the centralized collection and distribution of support payments must be operated with a dedicated staff in a manner that clearly separates these actions from any other functions performed at that facility. The Vendor shall be responsible

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

for all modifications to the facility, including those required to house Agency Automated System equipment and software, as well as document imaging hardware and software. In addition, the Vendor shall be responsible for establishing and maintaining the needed security, fire control, telephone lines, and related equipment for the facility other than that provided by the Agency, and shall be responsible for all of the costs related thereto. The Agency reserves the right to reject the primary facility established by the Vendor.

**4.2.2.2.6.13 Agency Automated System Equipment:** The Vendor shall purchase video display terminals or PC's, related equipment, and software, as well as maintenance on the same, to accomplish the centralized collection and distribution function as outlined in **Sections 4.1.4 through 4.1.5** of this RFQ. This must include terminal emulation software on Agency's automated computer system.

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

**4.2.2.2.6.13.1.1 Operating Procedures:** The Vendor shall design and develop detailed written operating procedures, as well as complete the necessary administrative coordination and planning for each of the following operational functions, in order to ensure that each is performed in accordance with the performance standards as set forth in the RFQ.

4.2.2.2.6.13.1.1.1 Shall include incoming Payment Processing—mail, ACH, Web-based, and Integrated Voice Response (IVR);

4.2.2.2.6.13.1.1.2 Shall provide Payment Processing- Inquiry and entry;

4.2.2.2.6.13.1.1.3 Shall provide Disbursement Processes- Check, ACH, Debit Card, Direct Deposit;

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

4.2.2.2.6.13.1.1.4 Shall include Banking Services;

4.2.2.2.6.13.1.1.5 Shall include Security and Confidentiality; and

4.2.2.2.6.13.1.1.6 Shall include Disaster Recovery Plan.

4.2.2.2.6.13.2. The operating procedures and related administrative functions shall be established and in place prior to the Vendor assuming responsibility for any part of the centralized collection and distribution process. All procedures shall be coordinated with and approved by the Agency prior to implementation.

4.2.2.2.6.13.3 Administrative Functions:

4.2.2.2.6.13.3.1 The Vendor shall implement normal banking processes relating to accounting, purchasing, internal audit, balancing, financial controls, and other administrative functions relevant to this RFQ prior to assuming responsibility for the centralized collection and distribution process.

4.2.2.2.6.13.3.2 Complete accounting reports detailing the Vendor's cost, including start up/transition costs, shall be required by the Agency for the transition period and shall be part of the Vendor's cost proposal.

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

4.2.2.2.6.13.5 Training New Personnel: The Vendor shall be responsible for staffing the centralized collection and

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

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

**4.2.2.2.6.13.6 Disaster Plan:** The disaster plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Backup equipment shall be tested for compatibility and capacity and any identified shortcomings shall be resolved. Any backup facility shall also be tested to show that it can process at least 120,000 payment transactions per month for a minimum of two months.

**4.2.2.2.6.13.7 Continuity of Operations:** The continuity of operation plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Vendor's continuity of operations plan must give consideration to the unavailability of its workforce over extended periods of time and should employ strategies to cope with such an eventuality, including but not limited to: moving work instead of staff, permitting or increasing telecommuting, or dividing business units over multiple sites.

**4.2.2.2.6.13.8 Milestones and Deliverables:**

**4.2.2.2.6.13.8.1 Transition Plan for Test of Operating Procedures:** The Vendor shall deliver to the Agency for its review and approval a detailed plan outlining any and all activities and staffing levels required during the transition period. This plan shall include a method for ensuring the complete review of operational procedures and acceptance testing of

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

each of the centralized collection and distribution process functions.

**4.2.2.2.6.13.8.2 Completed Procedural Test Process:** Weekly progress reports shall be provided to the Agency beginning two weeks after the effective date of any contract resulting from this RFQ. These progress reports shall include, but not be limited to, failure payment file transmissions, sending of duplicate payment files, natural disasters which affect payment processing, progress and/or obstacles to procedural development, current staffing levels and the status on the firing process, any problems or backlogs encountered, planned activities during the next reporting period, meeting held, and any other information deemed to be relevant by the Agency or the Vendor.

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

**4.2.2.2.6.13.8.4 Operations Staff in Place:** The Vendor shall complete the installation of experienced and trained operational staff prior to assuming responsibility for the centralized collection and distribution process.

**4.2.2.2.6.14 Vendor Compensation:**

**4.2.2.2.6.14.1** The Vendor's compensation for any transition efforts associated with the testing and development of operational procedures shall be based upon an agreed fixed price. Equal monthly progress payments covering the transition costs shall be made during the transition period.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

Payments shall begin one month after the Agency's approval of the transition plan. Each payment shall only be made upon review and approval of a detailed invoice outlining the milestones and/or deliverables achieved during the invoice period. The transitional cost shall be included as a part of the cost proposal.

4.2.2.2.6.14.2 The Vendor's compensation for the term of the contract, outside of the transition period, shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The Vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service. No purchase will be reimbursed without the Agency's approval prior to the expenditure. Payment on the invoice will be in the form of a State warrant.

4.2.2.2.6.14.3 The Vendor shall pay the Agency by check any reimbursements owed for erroneous disbursements or related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services or shall credit the Agency's distribution account with the hard dollar equivalent of the error.

**4.2.2.2.6.15 Technical Information:**

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

4.2.2.2.6.15.2 The Vendor shall be responsible for the purchase, lease, and maintenance of all equipment and software necessary to meet the requirements set forth in this RFQ, other than the equipment and software relating to Agency Automated System and the State's central computer system.

4.2.2.2.6.15.3 The Agency shall control, account for, and monitor all child support activities through the automated statewide Agency Automated System. The Vendor shall not operate, maintain, or otherwise have access

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

to the Agency's Agency Automated System or its programs other than what is required to successfully accomplish the centralized collection and distribution process. Agency Automated System shall continue to be operated and maintained by the Agency and will continue to perform all child support individual case accounting and case management.

4.2.2.2.6.15.4 Agency Automated System is available from 7:00AM to 7:00PM Monday through Friday, except the first and last working day of the month when the hours are 7:00AM to 5:00PM. Agency Automated System is also available from 7:00AM to 5:00PM on Saturdays except for the last working day of the month, when it is not available. Agency Automated System is not available on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or as otherwise advised.

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

- 4.2.2.2.6.16.1 Establishing cases in Agency Automated System;
- 4.2.2.2.6.16.2 Addressing client and respondent inquires and complaints, except for complaints relating to the Debit Card program;
- 4.2.2.2.6.16.3 Initiating and/or completing enforcement actions;
- 4.2.2.2.6.16.4 Processing adjustments to case level accounting (for error resolution, undeliverable checks, and billing statements, etc.);
- 4.2.2.2.6.16.5 Maintaining case files;
- 4.2.2.2.6.16.6 Performing bank reconciliation based on information provided by the Vendor; and
- 4.2.2.2.6.16.7 Extracting daily reports from the Agency Automated System.

4.2.2.2.6.17 Operational Reports: The Vendor shall provide the Agency with operational reports on a daily basis. These reports shall provide summary information regarding the collection and disbursement functions and shall include information on daily receipts, daily disbursements, repayments, stop payments, and

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

returned checks. The Vendor shall work with the Agency to develop other reports that may become necessary. These reports are to summarize the collection and distribution process and shall be used to assist the Agency in monitoring the Vendor's performance. The Vendor shall also provide online cash management information. This information shall include summaries of account activity such as: beginning, closing, and available balances, as well as one (1) day float and extended float data.

**4.2.2.2.6.18 Error Resolution:**

4.2.2.2.6.18.1 Errors detected during payment processing shall be corrected by the Vendor, prior to completing the specific process. The Vendor shall modify any process necessary to ensure that the error does not occur again.

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

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page via the directions on Attachment B. Vendor should complete the Pricing Page in full as failure to

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info.]

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay monthly via detailed invoices, in arrears, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. Progress payments shall be made at the option of the Agency based on percentage of work completed. Any provision for progress payments must also include language for a minimum of 10% retainage until the final deliverable is accepted. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:**

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]**

---

- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

- 10.1.** The following shall be considered a vendor default under this Contract.
  - 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4.** Failure to remedy deficient performance upon request.
- 10.2.** The following remedies shall be available to the Agency upon default.
  - 10.2.1.** Immediate cancellation of the Contract.
  - 10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3.** Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
[SDU Services- CRQM CSE25\*]

---

**11. MISCELLANEOUS:**

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

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



APPROVED  
By: *JW* DATE: 11/18/25

## Emergency Purchase Request Form for Central Purchases (Purchases Exceeding Agency's Delegated Spending Threshold)

**Statutory Authority:** Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filling requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

**Follow-up Award Requirements:** Effective July 1, 2024, agencies are delegated the authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to [Purchasing.Division@wv.gov](mailto:Purchasing.Division@wv.gov) no later than 30 days of issuance.

**Description of the emergency circumstance(s) that led to this emergency purchase request:**  
(What is the emergency situation? Provide detailed information.)

Please see the attached.

**Proposed remedy:**

(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

Please see the attached.

**Estimated cost:**

(How much will the items or service cost to rectify the situation? Include total cost.)

A 6 month contract is estimated to be \$319,754.00.

**Proposed duration/quantity:**

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

We are proposing a 6 month contract with the option of a 6 month renewal. Current contract is CMA 0511 CSE19\*1 and expires on 11/30/2025.

1. IF OUR CURRENT CONTRACT EXPIRES BEFORE THE NEW ONE IS APPROVED AND FINALIZED OUR AGENCY WILL BE WITHOUT A MEANS OF COLLECTING AND DISBURSING CHILD SUPPORT PAYMENTS. IF WE ARE UNABLE TO KEEP THE TURNAROUND OF FORTY-EIGHT (48) HOUR PROCESSING, WE WOULD BE NOT IN COMPLIANCE WITH WEST VIRGINIA CODE §48-18-114 AND §48-18-115. WE WERE CONDUCTING MARKET RESEARCH TO SEE IF ANY NEW INFORMATION WAS AVAILABLE TO BE ADDED TO THE SPECS. THE SPECS ARE STILL BEING REVIEWED BY THE TREASURER'S OFFICE AS WELL AS OT/MIS.
  
2. THE CONTRACT IS FOR THE SDU. THE VENDOR'S RESPONSIBILITIES INCLUDE BUT NOT LIMITED TO: RECEIVING, OPENING, SORTING, AND IMAGING MAIL; DEPOSITING RECEIPTS INTO AN INTEREST BEARING ACCOUNT; IDENTIFYING THE CORRECT PAYOR AND PAYEE WHEN NECESSARY; LOADING ALL REQUIRED INFORMATION INTO THE AGENCY'S AUTOMATED COMPUTER SYSTEM; DISTRIBUTING MONEY TO THE APPROPRIATE PARTY BASED ON A COMPUTER FILE GENERATED BY THE AGENCY'S AUTOMATED COMPUTER SYSTEM VIA CHECK, DIRECT DEPOSITS, OR DEBIT CARD; AND MAINTAINING A WEB-BASED PAYMENT OPTION FOR NON-CUSTODIAL PARENTS TO INITIATE PAYMENTS VIA MASTER CARD, VISA, DEBIT CARD, OR AUTOMATIC CLEARING HOUSE NETWORK.



STATE OF WEST VIRGINIA  
DEPARTMENT OF HUMAN SERVICES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT

Alex J. Mayer  
Cabinet Secretary

Garrett Jacobs  
Commissioner

Date: November 17, 2025  
To: Purchasing  
From: Virginia Hill *Virginia Hill*  
Reference: Emergency Contract for SDU CMA CSE19\*1

The West Virginia Bureau for Child Support Enforcement is respectfully requesting permission to request an emergency direct award contract to System and Methods Inc for our SDU contract. The need for this emergency award is due to not having the contract out to bid on time. The specs are with the Treasurer's office for approval since June 9, 2025. We had a few Vendor meetings beforehand that led to the late submittal of getting all the approvals needed before submitting for bids.

BCSE has used an outside source to handle the incoming and outgoing of the Agency's lockbox operations since July 1988. The Vendor's responsibilities include but not limited to: receiving, opening, sorting, and imaging mail; depositing receipts into an interest bearing account; identifying the correct payor and payee when necessary; loading all required information into the Agency's Automated Computer System; distributing money to the appropriate party based on a computer file generated by the Agency's Automated Computer System via check, direct deposits, or debit card; and maintaining a Web-based payment option for non-custodial parents to initiate payments via Master Card, Visa, Debit Card, or Automatic Clearing House network.

If this is not approved, the Agency would not be able to process incoming or outgoing payments within the State Code timeframe for forty-eight (48) hours. We would like the emergency to be for six months plus a six-month renewal. The current contract expires November 30, 2025.

The total cost for this contract is a year is around \$600,000.00

Thank you.





Whittaker, Frank M <frank.m.whittaker@wv.gov>

---

## Fwd: Emergency Purchase Request for SDU

1 message

**Hustead, Crystal G** <crystal.g.hustead@wv.gov>  
To: Frank M Whittaker <frank.m.whittaker@wv.gov>

Tue, Nov 18, 2025 at 1:56 PM

Althea provided the below to explain SDU

**Crystal Hustead, CPPB**

**Senior Buyer**

Purchasing Division

304-558-2402 | Crystal.G.Hustead@wv.gov

2019 Washington St. E., Charleston, WV 25305



----- Forwarded message -----

From: Greenhowe, Althea M <althea.m.greenhowe@wv.gov>  
Date: Tue, Nov 18, 2025 at 1:47 PM  
Subject: Fwd: Emergency Purchase Request for SDU  
To: Crystal G Hustead <crystal.g.hustead@wv.gov>

I'm leaving the whole email chain so you all can see.

SDU stands for State Distribution Unit and they handle the outside bank accounts. We pay them to open the mail, and to send the files. Our Disbursement unit in our office works only in our system making sure the payments go out correctly, or pull payments back from going out

----- Forwarded message -----

From: Hill, Virginia G <virginia.g.hill@wv.gov>  
Date: Tue, Nov 18, 2025 at 1:44 PM  
Subject: Re: Emergency Purchase Request for SDU  
To: Greenhowe, Althea M <althea.m.greenhowe@wv.gov>

Correct. I used to call it the Bank Contract but it's technically called SDU.

On Tue, Nov 18, 2025 at 1:43 PM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
So these people are not state employees and that is what the service is called?

On Tue, Nov 18, 2025 at 1:41 PM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:

It is who handles the services. We pay them to open the mail, and to send the files. Our Disbursement unit in our office works only in our system making sure the payments go out correctly, or pull payments back from going out

On Tue, Nov 18, 2025 at 1:31 PM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:

So that's the group within your office, right? That's not what the service is called that we're doing the emergency purchase for? I think that's where the confusion is.

On Tue, Nov 18, 2025 at 1:22 PM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:  
State Distribution Unit.

On Tue, Nov 18, 2025 at 1:11 PM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
What does SDU stand for?

On Tue, Nov 18, 2025 at 1:09 PM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:

The SDU handles our outside bank accts. We have been using an outside Vendor since I had started working back in 2012 as the Treasurer's Office was not able to keep up with the amount of checks that were written each day as we cannot only write the checks once per week. They receive our mail from the post office, open and scan it into their system and send a file to the bank to deposit as well as send a file to our operating system. Do you need more information than that?

On Tue, Nov 18, 2025 at 12:44 PM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
Can you email me what the SDU is and what is does?

Thanks!

----- Forwarded message -----

From: Hustead, Crystal G <crystal.g.hustead@wv.gov>  
Date: Tue, Nov 18, 2025 at 12:42 PM  
Subject: Re: Emergency Purchase Request for SDU  
To: Greenhowe, Althea M <althea.m.greenhowe@wv.gov>

Can you advise what SDU is and what it does, you don't have to do a memo, an emailed response will suffice

**Crystal Hustead, CPPB**

**Senior Buyer**

Purchasing Division

304-558-2402 | Crystal.G.Hustead@wv.gov

2019 Washington St. E., Charleston, WV 25305



On Mon, Nov 17, 2025 at 2:56 PM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:

She wrote up a new memo. We also updated the request to be a 6 month emergency with a 6 month renewal. They've estimated the transition time between vendors, if needed, to be 6 months.

----- Forwarded message -----

From: Greenhowe, Althea M <althea.m.greenhowe@wv.gov>

Date: Tue, Sep 30, 2025 at 12:57 PM  
Subject: Fwd: Emergency Purchase Request for SDU  
To: Virginia G Hill <virginia.g.hill@wv.gov>  
Cc: Robert L Price <robert.l.price@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Kimberlie K Debolt <kimberlie.k.debolt@wv.gov>, Heather M White <heather.m.white@wv.gov>

I've added the current contract number and expiration date to the form. Feel free to add to the answers I've provided to the first 2 questions and answer the 3rd question please.

----- Forwarded message -----  
From: Hustead, Crystal G <crystal.g.hustead@wv.gov>  
Date: Tue, Sep 30, 2025 at 12:48 PM  
Subject: Re: Emergency Purchase Request for SDU  
To: Greenhowe, Althea M <althea.m.greenhowe@wv.gov>  
Cc: Robert L Price <robert.l.price@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Kimberlie K Debolt <kimberlie.k.debolt@wv.gov>, Heather M White <heather.m.white@wv.gov>

Frank has reviewed and asked the that the current contract number and expiration date be added to the form along with the answers to the below questions:

\*Why hasn't the agency re-solicited? - We are currently working on the solicitation to replace the current contract that will expire in November.

\*Why can't they re-solicit now since it doesn't expire for two months? - We are currently waiting on approvals of the RFQ for the resolicitation.

\*Before time became an issue, what circumstances contributed to the need for an emergency

**Crystal Hustead, CPPB**

**Senior Buyer**

Purchasing Division

304-558-2402 | Crystal.G.Hustead@wv.gov

2019 Washington St. E., Charleston, WV 25305



On Tue, Sep 30, 2025 at 11:39 AM Greenhowe, Althea M <althea.m.greenhowe@wv.gov> wrote:  
Good afternoon,

Our Child Support Office is requesting an emergency purchase for a 3 month contract with a 3 month renewal period for their banking services. The current contract is CMA 0511 CSE19\*1 and expires on 11/30/2025. The specs for the new contract have been approved by the Treasurer's Office this week and are currently awaiting MIS/OT approval.

Please let us know if you need additional information.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**  
**Instructions**



### FILING INFORMATION

After completing the PIA, submit a fillable copy by e-mail to the following:

- Lori Tarr - Assistant Chief Privacy Officer, State Privacy Office [lori.l.tarr@wv.gov](mailto:lori.l.tarr@wv.gov)
- Mary Ann Escarda - Administrative Assistant, State Privacy Office [maryann.escarda@wv.gov](mailto:maryann.escarda@wv.gov)
- Cyber Security Office, WV Office of Technology [cso@wv.gov](mailto:cso@wv.gov)
- Procurement Officer
- Department Privacy Officer
- Security Officer (when applicable)
- Agency Privacy Officer (when applicable)

Once the PIA is received by the State Privacy Office, an email acknowledging its receipt will be sent to the submitter and designated contact staff, along with additional information about the review process, and a newly assigned subject line. This subject line should be used in all future emails.

### PIA INFORMATION

- The PIA consists of seven sections.
  1. General Information
  2. Privacy Threshold Analysis
  3. Data Classification
  4. Data Collection, Use and Storage
  5. Data Disclosure (Sharing)
  6. Administrative, Physical and Technical Controls
  7. Appendix A of the Software as a Service (SaaS) Addendum
- First complete Sections 1. General Information, and 2. Privacy Threshold Analysis (PTA). If you do not need to complete Sections 3-7, certify the (PTA) at question 31, and submit per instructions above.
- **Save your work on a regular basis. Links may take you out of the document.**
- **Look for the action items.** These are tips that may be revealed, depending on the answer, that will point to relevant privacy and security policies. For your convenience, links to privacy and security policies, are provided here:
  - State Privacy Policies (SPO): [Privacy Policies](#)
  - Office of Technology Policies (WVOT): [Security Policies](#)

#### 1. GENERAL INFORMATION

**Contact Information:** Please provide the names of the departmental and agency privacy officers, the procurement officer and other individuals involved in this project. Below is a link to lists of privacy officers and procurement officers.

Departmental and Agency Privacy Officers: [Privacy Officer Contact List](#)

Procurement Officer: [Procurement Officer List](#)

West Virginia Executive Branch

## Privacy Impact Assessment (PIA)

### Instructions

#### 1. GENERAL INFORMATION (CONTINUED)

**Removable Media - Questions 1, 4 -7:** In Question 1, fully describe the purpose for which the removable media will be used. If the removable media is for an external hard drive for data storage, explain why alternative storage is not appropriate.

Confirm in Question 4 if this PIA is for the purchase of removable media.

See the following definitions for removable media types for Question 5:

- **Memory Cards include:** CF cards, SD cards
- **External Hard Drives:** HDD, SDD
- **Optical Discs:** CDs, DVDs, Blu-ray discs
- **USB Flash Drives:** thumb drives, jump drives, key drives

#### 2. PRIVACY THRESHOLD ANALYSIS

**Section 2 is the Privacy Threshold Analysis.** The information supplied on this page determines if the rest of the file needs to be completed. If there is no Personally Identifiable Information (PII) that will be collected, used, maintained or disclosed by this project or purchase then answer Question 8, certify the PTA in Question 31 and submit as instructed.

#### 3. DATA CLASSIFICATION

- **Data Classification - Question 11:** Select the highest level of data classification for the data associated with this project or purchase. There are three classifications: Public, Sensitive and Restricted. Restricted data is the highest level and requires the greatest amount of controls for safeguarding collection, access, usage and disclosure. Data classifications are important and must reflect the sensitivity of the data collected. A link is provided to review the classifications per policy.
- **Data Classification - Question 11 and 12:** If the answer to Question 11 is Sensitive or Restricted, answer "No" to Question 12 and skip Questions 13-16 and proceed to Section 4.
- **Software-as-a-Service Addendum, Appendix A - Questions 12-16:** These questions relate to projects with a third-party vendor hosting applications in the cloud through internet access. The input for questions 13-16 are linked to Section 7 (Appendix A of the SaaS Addendum). This document is required for all SaaS projects that will process non-public information. All non-public data is defined, and referenced, as restricted data in the SaaS Addendum.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**4. DATA COLLECTION, USE AND STORAGE**

- Questions 12 & 13: These relate to the legal authority for the project. It is important to know the legal basis and parameters for collecting, using, maintaining and disclosing PII in order to adhere to the Minimum Necessary and Limited Use Policy (No. WWEB-P104).

**5. DATA DISCLOSURE (SHARING)**

- Question 21: Per Policy No. WWEB-P106, transmission of Sensitive Personal Information must only be transmitted using secured and/or encrypted methods of transmission approved by the Cyber Security Office.
- Question 23: For projects with vendors that collect PII, PHI (covered under HIPAA) or host applications in the Cloud, please pay close attention to this question and the footnotes.

**6. ADMINISTRATIVE, PHYSICAL AND TECHNICAL CONTROLS**

- Question 31: If there is concern that additional risk mitigation is needed for this project, you should review it with your Privacy and/or Security Officers to determine what additional actions should be taken. The Cyber Security Office may also be of assistance.
- Question 33: Asks you to confirm you are ready to finalize the PIA and that the information provided is true, correct and complete to the best of your knowledge and belief.

**7. APPENDIX A OF THE SOFTWARE AS A SERVICE ADDENDUM**

- Section 7 relates to projects that involve a vendor that will host applications in the cloud, which requires the Software as a Service Addendum (SaaS) to be included in the contract. Section 7., Appendix A, provides the output for Questions 1 - 6 of Appendix A of the SaaS Addendum. Questions 1 - 4 are completed automatically, with links to information provided in Section 3 - Data Classification. This page should be provided to the procurement officer involved in the contract process.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**Section 1: General Information**

**PROJECT CONTACT INFORMATION**

Name: <input type="text" value="Nancy Light"/>	Email: <input type="text" value="nancy.l.light@wv.gov"/>
Role/Title: <input type="text" value="Financial Unit Manager"/>	
Project Manager (if applicable): <input type="text"/>	

**PROJECT INFORMATION**

Department (cabinet level):	<input type="text" value="Department of Human Services"/>
Division, Bureau, Office or Agency:	<input type="text" value="Bureau for Child Support Enforcement"/>
Project Name:	<input type="text" value="Bank Contract RFP release"/>
Project Start Date (mm/dd/yy):	<input type="text" value="01/01/26"/>
WV Office of Technology Number: (if available)	<input type="text"/>

**OFFICER CONTACTS**

Privacy Officer - Department:	<input type="text" value="Chris Snyder"/>
Privacy Officer - Agency:	<input type="text" value="Kimberly Rider"/>
Security Officer - Department:	<input type="text" value="Suzanne Lopez"/>
Procurement Officer:	<input type="text" value="Virginia Hill"/>
Procurement Officer List:	<a href="#">Procurement Officer List</a>

**1. Purchase or Project Description** (e.g. to track direct hire benefits; to process financial transactions; provide project specific reports. If this is for the purchase of removable please carefully, read instructions on page 2.

This purchase of full service banking services for the Bureau for Child Support Enforcement. This will be performing the State Disbursement Unit functions as dictated in 45 CFR 302.32 (a). There will be an interface with the state case record to show payments allocated to cases, disbursement of money to parties and unidentified money this will be done through a secure interface between the bank and the state.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**2. Project Designation:** Identify the designation of this project/system. (Select only one from the dropdown menu: Major Application, Minor Application, General Support System, Purchase of Removable Media, Other)

Other

Specify Other here: Bank Contract Award

**3. If the answer to Question 2 is "Major Application" provide the type of major application.** (Select only one from the dropdown menu: New Information System, Existing Information System, Significantly Modified System, New Electronic Collection of Information, Existing Electronic Collection)

-Select-

**4. Is this a purchase of removable storage media?**

No

If not, proceed to question 8.

**5. What type of removable storage media?**

-Select-

**6. Will the removable media be used for long-term data storage?**

No

**7. Will the removable media be password protected and encrypted?**

-Select-

## Section 2: Privacy Threshold Analysis

**8. Is Personally Identifiable Information (PII) being collected, used, maintained or disclosed with this purchase or project?**

Yes

### NOTES:

- DEFINITION: PII is all information that identifies, or can be used to identify, locate, or contact an individual. See Question 10 below for list of PII types. This list is not exhaustive.
- Only answer "No" if this project or purchase will not have any data privacy issues.
- If the answer to Question 8 is "No" then STOP. Do not complete Questions 6 – 30. Certify Question 31 and submit as directed.

**9. Does the collection of this information require a Privacy Notice Statement? (Select answer from dropdown box.)**

Yes

**West Virginia Executive Branch  
Privacy Impact Assessment (PIA)**

**10. What PII will be collected, used maintained or disclosed? (Checkmark all that apply.)**

<input type="checkbox"/>	Biometric Identifier (facial recognition, fingerprint, voiceprint, retinal scan)
<input type="checkbox"/>	Certificate / License Number (Non-Driver's License Numbers)
<input type="checkbox"/>	Child Information
<input type="checkbox"/>	Citizenship
<input type="checkbox"/>	Consumer Reporting Agency
<input type="checkbox"/>	Criminal Information
<input type="checkbox"/>	Date of Birth
<input type="checkbox"/>	Disability Information
<input type="checkbox"/>	Driver's License Numbers
<input type="checkbox"/>	Education Information
<input checked="" type="checkbox"/>	Employment Information (Name, Address, Phone, Fax, IP Address, Email)
<input type="checkbox"/>	Emergency Contact
<input checked="" type="checkbox"/>	Financial Account Information (Checking, Savings, PINs, Credit or Debit Card Numbers)
<input checked="" type="checkbox"/>	First and Last Name
<input type="checkbox"/>	Gender
<input type="checkbox"/>	Health Information (HIPAA Covered)
<input type="checkbox"/>	Health Information (Non-HIPAA Covered)
<input checked="" type="checkbox"/>	Home Street Address
<input checked="" type="checkbox"/>	Individual Taxpayer Identification Number
<input type="checkbox"/>	Law Enforcement
<input type="checkbox"/>	Legal Documents
<input type="checkbox"/>	Maiden Name (Individual)
<input type="checkbox"/>	Maiden Name (Mother's)
<input type="checkbox"/>	Marital Status
<input type="checkbox"/>	Other ID Number
<input type="checkbox"/>	Other Names
<input type="checkbox"/>	Passport Number
<input checked="" type="checkbox"/>	Payment Card Information (Debit / Credit Card)
<input type="checkbox"/>	Personal Email Address
<input type="checkbox"/>	Personal Fax Number
<input type="checkbox"/>	Personal Internet Protocol (IP) Address
<input type="checkbox"/>	Phone - Home
<input type="checkbox"/>	Phone - Mobile (Personal only)
<input type="checkbox"/>	Place of Birth
<input type="checkbox"/>	Race / Ethnicity
<input checked="" type="checkbox"/>	Social Security Number (Full)
<input checked="" type="checkbox"/>	Social Security Number (Last 4 digits)
<input checked="" type="checkbox"/>	Spouse Information
<input type="checkbox"/>	Student Identification Card Number
<input checked="" type="checkbox"/>	Tax Information (Federal)
<input checked="" type="checkbox"/>	Tax Information (State)
<input type="checkbox"/>	Vehicle Identification Number (including license plate)
<input checked="" type="checkbox"/>	Visual Media (Photograph or Video)
<input type="checkbox"/>	Other-Describe here: _____

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**Section 3: Data Classification**

11. What is the highest data classification level of the PII related to this project or purchase? If uncertain, see WVOT Data Classification Policy No. PO1006.

Restricted

12. Will restricted or sensitive data be processed by a vendor, also known as a service provider?

Yes

Answer questions 13 - 16. These questions are linked to Section 7. Then proceed to Section 4.

---

13. Does the restricted information include personal information, such as

- First name, or first initial, and last name; linked with,
  - Government issued identification numbers (e.g. SSN, Driver's License, State ID); or
  - Financial account information, including account number with access code?
- Protected Health Information (PHI)?
- Payment Card Information (PCI) (e.g. credit or debit card data)?

Yes

14. Does the restricted information include non-public data, such as state information protected by law, data not subject to FOIA requests or trademarks?

Yes

15. Will your agency allow the service provider to store its data in another country outside the U.S. that has privacy laws that are equally strong or stronger?

No

---

*NOTE: Section 7. Appendix A, provides you with information for Questions 1 - 5 of the Procurement Officer's Report for Appendix A of the Software as a Service Addendum.*

---

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**Section 4: Data Collection, Use & Storage**

**16. Do you have legal authority to collect this information?**  
(Select answer from dropdown box.)

Yes

**17. What of the following provides you with legal authority to collect this information?**  
(Check all that apply.)

<input type="checkbox"/>	Affordable Care Act
<input type="checkbox"/>	Children's Online Privacy Protection Act
<input type="checkbox"/>	Drivers Privacy Protection Act
<input checked="" type="checkbox"/>	Fair Credit Reporting Act
<input type="checkbox"/>	Family Education Rights and Privacy Act
<input type="checkbox"/>	Freedom of Information Act (FOIA)
<input type="checkbox"/>	Gramm-Leach-Bliley Act
<input type="checkbox"/>	Health Information Technology for Economic and Clinical Health Act (HITECH)
<input type="checkbox"/>	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
<input type="checkbox"/>	Maxwell Governmental Access to Financial Records Act
<input type="checkbox"/>	Omnibus Reconciliation Act of 1990
<input checked="" type="checkbox"/>	Privacy Act of 1974
<input type="checkbox"/>	Records Management and Preservation of Essential Records Act
<input checked="" type="checkbox"/>	Tax Reform Act of 1976
<input type="checkbox"/>	Uniform Electronic Transactions Act
<input type="checkbox"/>	Uniform Motor Vehicle Records Disclosure Act
<input type="checkbox"/>	Federal Law Enter Federal law common name, or legal citation here: <input type="text"/>
<input type="checkbox"/>	State Law Enter State law common name, or legal citation here: <input type="text"/>
<input type="checkbox"/>	Other - Describe here: <input type="text"/>

**18. Which of the following describes how the information will be stored at the point of collection?**  
(Select only one from the dropdown menu: Electronic only, Combination of electronic / paper, paper only.)

Electronic only

**West Virginia Executive Branch  
Privacy Impact Assessment (PIA)**

**19. From whom is the information being collected? (Check all that apply.)**

<input checked="" type="checkbox"/>	Citizens (including minors)
<input checked="" type="checkbox"/>	Employees / Contractors
<input type="checkbox"/>	Websites
<input type="checkbox"/>	Other Sources

**20. Where will the information be stored? (Check all that apply.)**

<input type="checkbox"/>	On-site, locally (within physical location of the owning department/agency)
<input type="checkbox"/>	Office of Technology Data Center
<input checked="" type="checkbox"/>	Third-Party Data Center (vendor data center/storage location, cloud)
	Identify vendor, data location here: Ensono
<input type="checkbox"/>	Other (please identify)
	Identify other location here:

### **Section 5: Data Disclosure (Sharing)**

**21. How will the information be transmitted?**

(Select only one from the dropdown menu: Electronic only, Combination of electronic/paper, Paper only or Other.)

Electronic only

**22. Will the information be secured (i.e. encrypted) in transit?**

(Select answer from dropdown box.)

Yes

**23. With whom will the information be shared? (Check all that apply.)**

<input type="checkbox"/>	Within the organization
<input type="checkbox"/>	Other State Agencies
<input type="checkbox"/>	Federal Government Agencies
<input type="checkbox"/>	Local Government Agencies
<input checked="" type="checkbox"/>	Contractors
<input type="checkbox"/>	Citizens
<input type="checkbox"/>	Other
<input type="checkbox"/>	N/A

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**24. If your project involves a vendor, which agreements are needed? (Check all that apply.)**

<input type="checkbox"/>	Memorandum of Understanding
<input checked="" type="checkbox"/>	Vendor Contract
<input type="checkbox"/>	Privacy, Security and Confidentiality Contract Term <sup>1</sup>
<input type="checkbox"/>	Business Associate Addendum <sup>2</sup>
<input type="checkbox"/>	Software as a Service Addendum <sup>3</sup>
<input type="checkbox"/>	Other
<input type="checkbox"/>	N/A

1. For use when the vendor will process your Personally Identifiable Information (PII). This term is located in the Agency and Purchasing Master Terms and Conditions.
2. For use when your agency is a HIPAA covered entity, or business associate, and the vendor will process your Protected Health Information (PHI).
3. For use when the vendor will host applications in the cloud that are accessed using the internet.

**25. Are there procedures or policies in place that give individuals the opportunity, ability or right to:**

<input type="checkbox"/>	Decline providing information?
<input type="checkbox"/>	Gain access to their own information to verify accuracy?
<input type="checkbox"/>	Update or correct their PII?
<input checked="" type="checkbox"/>	N/A

## **Section 6: Administrative, Physical and Technical Controls**

**26. Are there controls in place to ensure that access to PII is restricted to only those individuals who need the PII to perform their official duties?**  
(Select answer from dropdown box.)

Yes

**27. Are there controls in place to ensure files are backed up?**  
(Select answer from dropdown box.)

Yes

**28. What controls are in place to ensure files are backed up?**

OMIS and WV OT rules would be dictating file back up.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

**29. Are there physical controls in place to ensure the files are secure?** Yes  
(Select answer from dropdown box)

**30. Which of the following physical controls are in place?**

<input type="checkbox"/>	Biometrics
<input checked="" type="checkbox"/>	Cipher Door Locks
<input checked="" type="checkbox"/>	Door Keys
<input type="checkbox"/>	Security Guards
<input checked="" type="checkbox"/>	Identification Badges
<input type="checkbox"/>	Key Cards
<input type="checkbox"/>	Locked Cabinet
<input type="checkbox"/>	Security Camera
<input type="checkbox"/>	Other
<b>Specify other here:</b> <input type="text"/>	

**31. Is there an incident response plan in place?** Yes

**32. Is additional risk mitigation needed?** No

**33. Is there a data retention policy in place for this data?** Yes

**34. If there is any additional information you would like to provide, please do so here?**

**35. If you are ready to submit your finalized PIA (or PTA), certify the following:** Do you certify that the information contained in this document is true, correct and complete to the best of your knowledge and belief? Yes

Thank you for completing the WV Executive Branch Privacy Impact Assessment. Please email the fillable copy of this file to: lori.l.tarr@wv.gov, maryann.escarda@wv.gov, cso@wv.gov, your department's privacy officer, and other staff as is appropriate. See instructions for more information.

West Virginia Executive Branch  
**Privacy Impact Assessment (PIA)**

---

*NOTE: This Appendix is only for projects that require the Software-as-a-Service Addendum.*

---

**Section 7: Procurement Officer Report  
for  
Appendix A of the Software as a Service Addendum**

**Agency/public jurisdiction's required information - Questions 1 - 6**

1. Will restricted information be processed by the service provider?

Yes

2. If yes to #1, does the restricted information include personal data?

Yes

3. If yes to #1, does the restricted information include non-public data?

Yes

4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?

No

5. Provide the name and email address of the Department Privacy Officer.

Name:

Email:

6. Provide the name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact (if available):

Name:

Email:

Phone:



Hill, Virginia G &lt;virginia.g.hill@wv.gov&gt;

## PIA#25-055, DoHS/BCSE, SDU Banking Services, Virginia Hill

1 message

Escarda, Mary Ann &lt;maryann.escarda@wv.gov&gt;

Thu, Dec 11, 2025 at 3:09 PM

To: "Hill, Virginia G" &lt;virginia.g.hill@wv.gov&gt;

Cc: Chris S Snyder &lt;chris.s.snyder@wv.gov&gt;, Melissa S Spitzer &lt;melissa.s.spitzer@wv.gov&gt;, Chad A Bodmer &lt;chad.a.bodmer@wv.gov&gt;, David C Dyer &lt;david.c.dyer@wv.gov&gt;

Thank you for submitting a PIA for this purchase.

### Please note the following:

- Our office's role is solely to review PIAs for completeness, inconsistencies, uncertainties (if expressed in the PIA) and general privacy concerns with the level of risk that may be inherent in the purchase of technology, or a new information system. **Our Office does not approve or deny projects or purchases of technology.**
- PIA# 25-055 has been assigned to this PIA. Any additional email correspondence must use this PIA# in the subject line.

### PIA Review:

PIA# 25-055 has been reviewed, and our office has no additional questions or privacy concerns with the purchase of SDU Banking Services for BCSE's banking and payment process. ***This email may be used to document your fulfillment for completing a PIA for this purchase.***

On Thu, Dec 11, 2025 at 11:47 AM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:

1. I have corrected and attached.

2. All file transfers shall be made with Sterling's Connect Direct software or equal. Must be able to create an excel chart, import and export, .mpp files, and export PDF's or shareable project plans. These files include:

File Description	Created by	Frequency
File of checks requested to be printed	WV BCSE	Monday-Friday
Checks requested response file containing check numbers and check date	BANK	Monday-Friday
File containing Paid/Cashed or Voided checks	BANK	Monday-Friday
Incoming ACH receipts (Employers, Out of-State (OOS) agencies)	BANK	Monday-Friday
Outgoing ACH disbursements (Direct Deposit, Debit Cards & OOS ACH)	WV BCSE	Monday-Friday
Response file from the outgoing ACH file	BANK	Monday-Friday
Debit card enrollment file	WV BCSE	Monday-Friday
Debit card acknowledgments file (includes DDA numbers)	BANK	Monday-Saturday

Debit card file for demographic & card status updates	BANK	Monday-Saturday
Web based payment response file	BANK	Monday-Friday
Web based payment Pre-Registration file	WV BCSE	Monday-Friday
Web based ACH & Credit Card payments. Receipts>Returns file	BANK	Monday-Friday
EFT outgoing returns file	BANK	Monday-Friday
Receipts from Document Imaging System	BANK	Monday-Friday

3. Yes, OMIS and OT will have access to maintain the interface.

I hope I answered the 1st question correctly. Thanks.

On Thu, Dec 11, 2025 at 11:02 AM Escarda, Mary Ann <maryann.escarda@wv.gov> wrote:

Apologies, I forgot to attach the PIA with the new file name.

On Thu, Dec 11, 2025 at 11:00 AM Escarda, Mary Ann <maryann.escarda@wv.gov> wrote:

Good morning, Virginia!

Hope all is well with you.

Thank you for submitting a PIA for this purchase.

**Please note the following:**

- Our office's role is solely to review PIAs for completeness, inconsistencies, uncertainties (if expressed in the PIA) and general privacy concerns with the level of risk that may be inherent in the purchase of technology, or a new information system. **Our Office does not approve or deny projects or purchases of technology.**
- PIA# 25-050 has been assigned to this PIA. Any additional email correspondence must use this PIA# in the subject line.

## PIA Review:

I have reviewed PIA# 25-050, and have a few follow-up questions and notes:

- In section 1: General Information, can you put Miss Nancy Light's email address in the text box? Under the *Project Information*, will you put the proposed start date of the purchase? And under the *Officer Contacts*, can you put Chris Snyder as the Department Privacy Officer?
- Do you happen to know the technical architecture of the secure interface? Did the vendor contract specify that the data will be encrypted in transit?
- Even though the data is stored in Ensono's data center, will OMIS and OT have access to maintain the interface if need be?

On Wed, Dec 10, 2025 at 1:32 PM Hill, Virginia G <virginia.g.hill@wv.gov> wrote:

Please let me know if I need to make any corrections or if you have any questions. Thanks.

Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741

12/11/25, 3:17 PM

State of West Virginia Mail - PIA#25-055, DoHS/BCSE, SDU Banking Services, Virginia Hill

virginia.g.hill@wv.gov

--  
**Mary Ann Escarda, MS-MIS**

Deputy Chief Privacy Officer  
WV State Privacy Office - Executive Branch  
WV Board of Risk & Insurance Management  
1124 Smith Street, Suite 4200  
Charleston, WV 25301

Direct Line: 304.352.0245

Main Office: 304.766.2646, Ext. 20245

--  
**Mary Ann Escarda, MS-MIS**

Deputy Chief Privacy Officer  
WV State Privacy Office - Executive Branch  
WV Board of Risk & Insurance Management  
1124 Smith Street, Suite 4200  
Charleston, WV 25301

Direct Line: 304.352.0245

Main Office: 304.766.2646, Ext. 20245



Virginia Hill - Accountant Auditor  
Bureau for Child Support  
350 Capitol Street Room 147  
Charleston, WV 25301  
P: 304-720-4741  
virginia.g.hill@wv.gov

--  
**Mary Ann Escarda, MS-MIS**

Deputy Chief Privacy Officer  
WV State Privacy Office - Executive Branch  
WV Board of Risk & Insurance Management  
1124 Smith Street, Suite 4200  
Charleston, WV 25301

Direct Line: 304.352.0245

Main Office: 304.766.2646, Ext. 20245

---

 **PIA 25-055, DoHS-BCS, SDU Banking Services, Virginia Hill.pdf**  
2372K



## DEBARRED AND SUSPENDED VENDOR LIST

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended [A++](#) | [A](#) | [Translate](#) (Must switch browser to Chrome or Firefox)

Vendor Lists

[A--](#)

[Select Language](#) ▼

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name	Vendor Address	Debarment Date	Debarment Period	Debarment Scope
Andrew P. Nichols	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537	October 13, 2017; updated April 29, 2022	Permanent	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.
Arapaho Communications LP	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Communications Management LLC	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Pipe & Supply LP	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Backwoods Trucking	P.O. Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services

Bayliss & Ramey, Inc.	145 Vaughan Drive Fraziers Bottom, WV 25082	September 28, 2017	Permanent	All Commodities and Services
Bruce E. Kenney, III	916 Vikingfield TE Chesapeake, VA 23322	October 13, 2017	Permanent	All Commodities and Services
Clark A. Diehl	P.O. Box 20003 Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services
Courtney Bowman	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Daniel R. Dennis, III	1800 Huger Street Columbia, SC 29201	October 13, 2017	Permanent	All Commodities and Services
Dennis Corporation	1800 Huger Street Columbia, SC 29201	September 28, 2017	Permanent	All Commodities and Services
Deniz Erdinc	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Gerry E. Barton	Route 1, Box 185 Valls creek, WV 24815	February 23, 2011	Permanent	All Commodities and Services
Jack M. Kidd	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
James Travis Miller	65 Summit Ridge Road Hurricane, WV 25526	October 13, 2017	Permanent	All Commodities and Services

<b>John Derek Riffe</b>	P.O. Box 262 Raysal, WV 24879 <b>OR</b> Rt. 83 701 Raysal, WV 24879	August 18, 2021	Permanent	All Commodities and Services
<b>Joyce Matney</b>	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
<b>KGH Development Inc.</b>	840 Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
<b>Lighthouse Sourcing Solutions, LLC</b>	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
<b>Mark Rudolph Whitt</b>	380 Cannery Lane Winfield, WV 25213	October 13, 2017	Permanent	All Commodities and Services
<b>May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.</b>	1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
<b>Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.</b>	17326 Edwards Road Ste. A207 Cerritos, CA 90703  1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services

Mountaineer Trucking	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
Nancy Kennedy	P.O. Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
Planet Cellular Inc.	13909 Bettencourt St. Cerritos, CA 90703	September 8, 2022	Permanent	All Commodities and Services
RNCR Trucking	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Russel Radach	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Steven Hull	P.O. Box 434 Jane Lew, WV 26378	September 14, 2018	Permanent	All Commodities and Services
VMK/JMK Investment Holding LLC	400 Willow Glen Drive El Paso, TX 79922	June 10, 2022	Permanent	All Commodities and Services

**Buying with Purpose—Delivering Value**

West Virginia Purchasing Division | 203 Washington Street, East – Charleston, WV 25301 | phone 304-558-2308 | fax 304-558-3970

Hours of Operation 8:15 a.m.– 4:30 p.m. (excluding holidays and weekends)

Privacy, Security, Accessibility | [WV.gov](#) | [USA.gov](#) | © 2025 State of West Virginia







You are viewing this page over a secure connection. [Click here for more information.](#)

## West Virginia Secretary of State — Online Data Services

### Business and Licensing

[Online Data Services Help](#)

### Business Organization Detail

**NOTICE:** The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

### SYSTEMS & METHODS, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter Class	Sec Type	Termination Date	Termination Reason	
C   Corporation	8/8/2011		8/8/2011	Foreign	Profit			

Organization Information			
<b>Business Purpose</b>	5182 - Information - Data Processing, Hosting, and Related Services - Data Processing, Hosting and Related Services	<b>Capital Stock</b>	
<b>Charter County</b>	Kanawha	<b>Control Number</b>	99QHB
<b>Charter State</b>	GA	<b>Excess Acres</b>	
<b>At Will Term</b>		<b>Member Managed</b>	
<b>At Will Term Years</b>		<b>Par Value</b>	
<b>Authorized Shares</b>	0	<b>Young Entrepreneur</b>	Not Specified

### Addresses

Type	Address
<b>Local Office Address</b>	300 CAPITOL ST SUITE 511 CHARLESTON, WV, 25301
<b>Mailing Address</b>	106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117 USA
<b>Notice of Process Address</b>	CORPORATION SERVICE COMPANY 808 GREENBRIER STREET CHARLESTON, WV, 25311
<b>Principal Office Address</b>	106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117 USA
Type	Address

## Officers

Type	Name/Address
<b>Director</b>	BILL STONE 106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117
<b>President</b>	BILL STONE 106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117
<b>Secretary</b>	KAREN MIDDLEBROOKS 106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117
<b>Treasurer</b>	ROBIN CUSTARD 106 WEDGEWOOD DRIVE CARROLLTON, GA, 30117
Type	Name/Address

## Annual Reports

### Filed For

2025

2024

2023

2022

2021

2020

2019

2018

2017x

2017
2016
2015
2014
2013
<b>Date filed</b>

For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, November 25, 2025 — 1:59 PM

© 2025 State of West Virginia

## Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000215937	SYSTEMS & METHODS INC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)  **General Info**

Vendor/Customer :	000000215937	Restrict Use by Department :	
Legal Name :	SYSTEMS & METHODS INC	Miscellaneous Account :	
Alias/DBA :		Internal Account :	
Vendor Active Status :	Active	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	Inactive	Third Party Customer :	
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	No
Last Name :		Discontinue - No New Business :	
Company Name :	SYSTEMS & METHODS INC	Prevent MA Reference :	
Previous Name :		PunchOut Enabled :	
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	
Previous State/Province :		W-9 Received :	
Previous Country :		W-9 Received Date :	
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	
		Active From :	05/31/2001
		Active To :	
		Last Usage Date :	10/31/2025
		Department :	
		Unit :	

**Headquarters**

Headquarters Account :	Yes	Web Address http:// :	
Headquarters Account Code :	000000215937	Catalog DUNS :	
Headquarters Account Legal Name :	SYSTEMS & METHODS INC	Catalog Extended DUNS :	
Franchise Account :		Catalog Unique Entity Identifier :	
		Taxpayer ID Number :	*****5569
		Taxpayer ID Number Type :	EIN

**Organization**

Organization Type :	Company	1099 Indicator :	No
1099 Classification :	Corporation	1042-S Indicator :	
Foreign Ownership Interest :		Taxpayer ID Number :	581115569
1042-S Ch. 3 Recipient Code :		Taxpayer ID Number Type :	EIN
1042-S Ch. 4 Status Code :		Detailed TIN Type :	
Number of Employees :	251 - 500	Foreign Tax ID :	
Merchant ID :		GIIN :	
Sex :		1042-S Recipient Account Number :	
Date of Birth :		W-8 Form :	
Marital Status :		Tax Profile :	NOTAX

11/25/25, 2:01 PM

Vendor/Customer

Annual Income :

▼

IRS Country of Residence :



IRS Country Sub Code :



Contract Withholding Exempt :

National Provider ID :

Assigning Authority :

CAGE Code :

Tax Profile Name : No Tax

EBIC Number :

IAEC Number :

Web Address http:// :

Employee ID :

Employee Status :

Supplier Shared Secret :

Permanent Staffed Office in State :

► Disbursement Options

► Prenote/EFT

► Remittance Advice

► Vendor Terms

► Accounts Receivable

► eMALL

► Location Information

► Fee and Vendor Compliance Holds

Fee Exempt :

Tax Clearance :

Registration Application Date : 08/18/2025



Unemployment Insurance :

Registration Effective Date : 09/04/2025

Worker's Compensation :

Registration Expiration Date : 09/04/2026

Secretary of State Registration :

Pre-Registration Code :

Federal Debarred :

► Executive Compensation

► Additional Information

► Travel

► Change Management

Top

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#)

[Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#)

[Vendor Service Areas](#)

[VCM Query](#)

[Historical Vendor Information](#)

[Vendor Notes](#)

[Vendor Transaction History](#)



WEST VIRGINIA DEPARTMENT OF  
**HUMAN  
SERVICES**  
STATE OF WEST VIRGINIA  
DEPARTMENT OF HUMAN SERVICES  
BUREAU FOR CHILD SUPPORT ENFORCEMENT

Alex J. Mayer  
Cabinet Secretary

Garrett Jacobs  
Commissioner

Date: November 17, 2025  
To: Purchasing  
From: Virginia Hill *Virginia Hill*  
Reference: Emergency Contract for SDU CMA CSE19\*1

The West Virginia Bureau for Child Support Enforcement is respectfully requesting permission to request an emergency direct award contract to System and Methods Inc for our SDU contract. The need for this emergency award is due to not having the contract out to bid on time. The specs are with the Treasurer's office for approval since June 9, 2025. We had a few Vendor meetings beforehand that led to the late submittal of getting all the approvals needed before submitting for bids.

BCSE has used an outside source to handle the incoming and outgoing of the Agency's lockbox operations since July 1988. The Vendor's responsibilities include but not limited to: receiving, opening, sorting, and imaging mail; depositing receipts into an interest bearing account; identifying the correct payor and payee when necessary; loading all required information into the Agency's Automated Computer System; distributing money to the appropriate party based on a computer file generated by the Agency's Automated Computer System via check, direct deposits, or debit card; and maintaining a Web-based payment option for non-custodial parents to initiate payments via Master Card, Visa, Debit Card, or Automatic Clearing House network.

If this is not approved, the Agency would not be able to process incoming or outgoing payments within the State Code timeframe for forty-eight (48) hours. We would like the emergency to be for six months plus a six-month renewal. The current contract expires November 30, 2025.

The total cost for this contract is a year is around \$600,000.00

Thank you.





STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY

Eric L. Householder  
Cabinet Secretary

State Capitol  
Charleston, West Virginia 25305

Heather D. Abbott  
Chief Information Officer

**TO:** Christopher Itson, Information Systems Consultant  
WVDHHR, Bureau for Child Support Enforcement

**FROM:** Heather D. Abbott, Chief Information Officer  
Office of Technology *Heather D. Abbott*

**SUBJECT:** INFORMATION TECHNOLOGY PROCUREMENT  
WVOT Number 2026-0192

**DATE:** October 27, 2025

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

A review has been conducted of your request for approval for a RFQ Release Stage for SDU (State Disbursement Unit) Services , the Office of Technology has determined:

Your request is approved. **Additional renewal years are approved contingent upon the contract having no changes in price or scope.**

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at [Consulting.Services@wv.gov](mailto:Consulting.Services@wv.gov).



STATE OF WEST VIRGINIA  
Purchasing Division

## CERTIFICATION OF NON-CONFLICT OF INTEREST

**West Virginia Code § 5A-3-31:** "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

**West Virginia Code § 6B-2-5(b)(1):** "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

**West Virginia Code § 6B-2-5(d)(1):** "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . ."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [ Am A CSE 26#1 ]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Virginia Hill Accountant/Auditor 3	WV DoHS BCSE	<i>Virginia Hill</i>	11/26/25