



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

State of West Virginia
Master Agreement

Order Date: 03-20-2026

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:	CMA 0511 2754 CSE2600000001 1	Procurement Folder:	1824637
Document Name:	CHILD SUPPORT PAYMENT COLLECTION AND DISTRIBUTION	Reason for Modification:	
Document Description:	CHILD SUPPORT PAYMENT COLLECTION AND DISTRIBUTION		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2030-05-31

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		
US	30117		
Vendor Contact Phone:	7708340831		
	Extension: 2908		
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

2026
 FILE LOCATION _____

INVOICE TO	SHIP TO
FISCAL UNIT MANAGER 304-356-4715	FISCAL UNIT MANAGER 304-356-4715
HEALTH AND HUMAN RESOURCES	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

3/23/26 6C

Total Order Amount:	Open End
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Purchasing Division's File Copy

CH 3/23/26

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tarahly 3/23/26*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Cody Rose
 DATE: *3-25-26*
 ELECTRONIC SIGNATURE ON FILE

3/24/2026

Extended Description:

THE VENDOR, SYSTEMS & METHODS INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, BUREAU FOR CHILD SUPPORT ENFORCEMENT, ENTER INTO AN OPEN-END CONTRACT FOR CHILD SUPPORT PAYMENT COLLECTION AND DISTRIBUTION PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 02/18/2026, AND THE VENDOR'S BID DATED 03/04/2026, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			MO	53000.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Bank Contract year 1

Extended Description:

Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	84121500			MO	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Transition

Extended Description:

Transition

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	84121500			MO	54590.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Bank Contract year 2

Extended Description:

Year 2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	84121500			MO	56228.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Bank Contract year 3

Extended Description:

Year 3

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	84121500			MO	57915.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Bank Contract year 4

Extended Description:

Year 4

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.
 - 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: The Initial Contract Term will be for a period of four (4) years. The Initial Contract Term 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 Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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 three (3) 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ 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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ 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, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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 Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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 a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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 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. 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.

11. 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 per occurrence per day for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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.

14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

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. 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.

18. 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.

19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. 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.

35. 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.

36. 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.

37. 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, neither the Vendor nor any related party owe a debt as defined above, and neither the 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.

38. 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.

39. 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.

40. 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. 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.

45. 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Bo Stone, Chief Strategy Officer

(Address) 106 Wedgewood Drive, Carrollton, GA 30117

(Phone Number) / (Fax Number) (404) 805-0852 / (770) 834-7306


(email address) bo.stone@smimail.net

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Systems & Methods, Inc.

(Company)


(Signature of Authorized Representative)

Bill Stone, Chief Executive Officer

(Printed Name and Title of Authorized Representative) (Date)

(770) 834-0831 x2001 / (770) 834-7306

(Phone Number) (Fax Number)

bill.stone@smimail.net

(Email Address)

Child Support Payment Collection and Distribution

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-Federal Funds Addendum

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 all of the following: 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.

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 all of the following: 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.

- 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.

Child Support Payment Collection and Distribution

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.

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. Vendors should submit all documentation to demonstrate evidence of mandatory qualifications with bid, must be provided upon request:

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 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

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

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

Child Support Payment Collection and Distribution

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 Collection, distribution, and tracking of child support payments

4.1.1.1 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.

4.1.1.2 Shall agree that no aspect of its performance under the contract will be contingent upon the Agency's personnel or the availability of the Agency's resources, except for access to the Agency Automated Computer System and the training required to perform the contract.

4.1.1.3 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.

4.1.1.4 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.

4.1.1.5 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.

Child Support Payment Collection and Distribution

- 4.1.1.6** 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.
- 4.1.1.7** 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.
- 4.1.1.8** 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.
- 4.1.1.9** 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
- 4.1.1.10** 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.

Child Support Payment Collection and Distribution

4.1.1.11 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:

- Choosing or changing a Personal Identification Number (PIN);
- Reporting lost or stolen cards;
- Requesting replacement cards;
- Checking remaining account balances;
- Locating the nearest network ATM; and
- Resolving any other question/issues regarding use of the card.

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:

- the total number of cards issued;
- The total number of cards cancelled;
- A list of accounts with balances having no customer usage during the preceding six month period; and
- A list showing debit cards mailed but not activated.
- If necessary, other reports may be added during the transition phase of the project as required by the agency.

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

4.1.1.14 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

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Eastern Time, Monday through Sunday, and a 24/7 internet customer service website, both to be operated with no cost to the customers.

4.1.1.15 The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within ten (10) business days after receipt of the request.

4.1.1.16 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

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- 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 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

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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:

- Amount- When the written amount and the numeric amount disagree, the remittance documents shall be returned to the maker.
- 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.
- 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.
- Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from the "Bureau for Child Support

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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 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

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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 charge the Agency's operating account for any checks that have not been honored by the drawee bank and subsequently returned. Said checks, along with the debit advice, shall be forwarded to the Agency along with the daily attachments. 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 Virginia area, rather than transporting the receipts to the processing center by a courier 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

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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:

- 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.
- 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.
- 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:

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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., $100 \text{ errors} / 80,000 \text{ receipts} = .00125\% \text{ error rate}$. 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% confidence level and a standard deviation of no more than

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.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:

- Predesign Phase that must include Contracting, Kick-off Meeting, Weekly Progress Reports, Facility, and Bonded Courier Service.
- 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.
- 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.
- Transition Phase must include files and data transfer schedule, authorizer transition, activate debit card customer service components, and begin daily settlement process

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- Operations Phase must include monthly status meetings, update detailed 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.

4.1.4.11.3 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

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the Agency's computer center, Management Information Service (MIS), as follows:

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

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.

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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

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

- Opening ledger;
- Credits;
- Debits;
- Closing ledger;
- Total float;
- Float adjustment;
- Total monthly credits;
- Total monthly debits;
- Average debits and credits, both monthly and yearly to date;

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- Total ach credits;
- Total ACH settlement debits;
- Total checks paid; and
- Total deposited items returned.

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 and Vendor Responsibility

4.1.5.2.1 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.

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

4.1.5.2.3 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.

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

- First Name
- Last Name
- Address Line 1
- Address Line 2
- City
- State
- Zip Code
- Phone Number (if known)
- Social Security Number
- Date of Birth
- The Agency Automated Computer System PIN number

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- 4.1.5.2.5** The Debit Card shall perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.
- 4.1.5.2.6** The Card shall operate as a Debit Card and have no line of credit associated with it.
- 4.1.5.2.7** The Vendor shall provide and issue the initial cards to the customers at no cost to the Agency.
- 4.1.5.2.8** 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.
- 4.1.5.2.9** 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.
- 4.1.5.2.10** 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.
- 4.1.5.2.11** The network shall be accessible to customers and the technology used shall be currently active and available throughout the state.
- 4.1.5.2.12** 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.
- 4.1.5.2.13** Funding transactions from the Agency to the financial institution shall be made according to the National Automated

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Clearing House Association (NACHA) approved Cash Concentrations of Disbursement accompanied by one addenda record (CCD+) format for child support transactions.

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

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

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

4.1.5.2.17 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.

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

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

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

4.1.5.2.21 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.

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4.1.5.2.22 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.

4.1.5.2.23 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.

4.1.5.2.24 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;

- Tasks that were completed that month;
- Tasks to be completed the following month; and
- Outstanding issues that need to be resolved

4.1.5.2.25 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.

4.1.6 State's Responsibilities:

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

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

- The customer's case with the Agency changes from an establishment case to an enforcement case;
- The customer opens a new case with the Agency as an enforcement case;
- The customer has a distribution in a case which does not already have a Debit Card or
- The Customer must be refunded overpaid support.

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4.1.6.2 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).

4.1.6.3 Required Scope of Work for Debit Cards:

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

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

4.1.6.3.3 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.

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

4.1.6.3.5 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.

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

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

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

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

4.1.6.3.10 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.

4.1.6.3.11 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.

4.1.6.3.12 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.

4.1.6.3.13 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.

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

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

4.1.6.3.16 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.

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

4.1.7 Reporting:

4.1.7.1 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.

4.1.7.2 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.

4.1.7.3 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.

4.1.7.4 The Vendor shall provide the Agency with the functionality to:

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- See, approve, and pay or return items that have been rejected due to stop pay, duplicate items, stale dated checks, etc.;
- 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);
- Stop payments on checks as well as remove stop payment requests;
- Research, identify and print copies of credits to the Agency's accounts resulting from recall requests of outgoing ACH transactions;
- Research and retrieve images of paid items; and
- Research and print images of incoming items.

4.1.8 Disbursement Errors:

4.1.8.1 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.

4.1.8.2 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.

4.1.8.3 The potential for loss resulting from disbursement errors through the use of Direct Deposit or Debt Card is greater than with check

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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. 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:

<i>File Description</i>	<i>Created by</i>	<i>Frequency</i>
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

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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.

4.2.3 Receipt of Mail:

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

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

4.2.3.3 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.

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

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

4.2.4 Document Imaging Retrieval

- 4.2.4.1 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.
- 4.2.4.2 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.
- 4.2.4.3 Vendor shall provide the Agency with the electronically imaged information on a daily basis.
- 4.2.4.4 The electronically imaged information shall be provided in a format that allows Agency staff to instantaneously retrieve the secured,

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electronic documents from their desktops for viewing, annotating, faxing, printing, or e-mailing.

- 4.2.4.5** 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.
- 4.2.4.6** 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.
- 4.2.4.7** 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 interest rate

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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.

4.2.4.7.1 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.

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

4.2.5.1 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/ffediguide.pdf).

4.2.5.2 The Vendor's responsibilities shall include:

- Receiving transmissions from the Agency which contain information for outbound transactions/direct deposit;
- 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;
- Crediting the Agency's account with the proper transaction amount for all inbound ACH transactions and providing the Agency with the appropriate credit advices;
- 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

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- 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.

4.2.6 System Transition: 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:

4.2.6.1 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

4.2.6.2 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.

4.2.6.3 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.

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

4.2.6.5 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.

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4.2.6.6 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.

4.2.6.7 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:

- Planned Activities
- Staffing levels;
- A time line for completion and appropriate deliverables;
- A checklist for review and acceptance by the Agency of the policies and procedures developed by the Vendor to accomplish a successful transition; and
- 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.

4.2.6.8 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,

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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 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.

- 4.2.6.9** 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 this RFQ. This must include terminal emulation software on Agency's automated computer system.
- 4.2.6.10** The Vendor shall provide test data files for the Agency's use in testing the operation of its collection and distribution processes.
- 4.2.6.11** 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.
- 4.2.6.12** Shall include incoming Payment Processing—mail, ACH, Web-based, and Integrated Voice Response (IVR)

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- 4.2.6.13** Shall provide Payment Processing- Inquiry and entry;
- 4.2.6.14** Shall provide Disbursement Processes- Check, ACH, Debit Card, Direct Deposit
- 4.2.6.15** Shall include Banking Services;
- 4.2.6.16** Shall include Security and Confidentiality; and
- 4.2.6.17** Shall include Disaster Recovery Plan.
- 4.2.6.18** 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
- 4.2.6.19** 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.
- 4.2.6.20** 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 bid
- 4.2.6.21** 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.
- 4.2.6.22** The Vendor shall be responsible for staffing the centralized collection and distribution function with trained personnel. In order to

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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).

4.2.6.23 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.

4.2.6.24 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.

4.2.7 Milestones and Deliverables:

4.2.7.1 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 each of the centralized collection and distribution process functions

4.2.7.2 Completed Procedural Test Process: Weekly progress reports shall be provided to the Agency beginning two weeks after the effective date of

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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.

4.2.7.3 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.

4.2.7.4 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.

4.2.7.5 Vendor Compensation: The Vendor's compensation for any transition efforts associated with the testing and development of operational procedures shall be based upon an agreed fixed price. Equal monthly progress payments covering the transition costs shall be made during the transition period. Payments shall begin one month after the Agency's approval of the transition plan. Each payment shall only be made upon review and approval of a detailed invoice outlining the milestones and/or deliverables achieved during the invoice period. The transitional cost shall be included as a part of the bid.

4.2.7.6 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

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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.

4.2.7.7 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.

4.2.7.8 Technical Information: 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.

4.2.7.9 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.

4.2.7.10 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 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.

4.2.7.11 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

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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.

- 4.2.7.12** 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:
 - 4.2.7.13** Establishing cases in Agency Automated System; Addressing client and respondent inquires and complaints, except for complaints relating to the Debit Card program;
 - 4.2.7.14** Initiating and/or completing enforcement actions;
 - 4.2.7.15** Processing adjustments to case level accounting (for error resolution, undeliverable checks, and billing statements, etc.);
 - 4.2.7.16** Maintaining case files;
 - 4.2.7.17** Performing bank reconciliation based on information provided by the Vendor; and
 - 4.2.7.18** Extracting daily reports from the Agency Automated System.
- 4.2.7.19** 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 returned checks. The Vendor shall work with the Agency to develop other reports that may

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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.

4.2.7.20 Error Resolution: 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.

4.2.7.21 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

Child Support Payment Collection and Distribution

overall total cost as shown on the Pricing Pages. Vendor shall assume full and complete responsibility for the cost of all activities and duties required by this RFQ.

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

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.

Child Support Payment Collection and Distribution

- 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.

Child Support Payment Collection and Distribution

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: _____



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

**State of West Virginia
 Centralized Request for Quote
 Service - Misc**

Proc Folder: 1824637			Reason for Modification: ADDENDUM 1 TO ANSWER VENDOR QUESTIONS AND EXTEND BID OPENING
Doc Description: CHILD SUPPORT PAYMENT COLLECTION AND DISTRIBUTION			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-18	2026-03-04 13:30	CRFQ 0511 CSE2600000001	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR CHILD SUPPORT PAYMENT COLLECTION AND DISTRIBUTION PER THE ATTACHED DOCUMENTS

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bank Contract year 1	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Year 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Bank Contract year 2	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Year 2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Bank Contract Optional Renewal Year 1	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Year 5

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Bank Contract Optional Renewal Year 2	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Year 6

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Bank Contract Optional Renewal Year 3	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Year 7

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Transition	6.00000	MO		

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description:
Transition

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2026-02-09

SOLICITATION NUMBER: CRFQ CSE2600000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To extend bid opening date

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

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Addendum 1

Question 1: What is the name of the incumbent/ current vendor? What is the last awarded pricing or monetary amount for these services?

Answer 1: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request to purchasingfoia@wv.gov

Question 2: Can you provide 1-2 months of historical analysis statements, including average deposit balances?

Answer 2: See answer to question 1.

Question 3: INSTRUCTIONS TO VENDORS SUBMITTING BIDS SECTION 7. Will the State consider a 3 week extension (March 18) to allow vendors sufficient time to provide competitive proposals after receipt of the State's answers to submitted questions?

Answer 3: We will extend the bid opening to March 4th.

Question 4: INSTRUCTIONS TO VENDORS SUBMITTING BIDS Please confirm that this proposal can be submitted electronically via the WV OASIS system and no paper submission is required in addition to the electronic version.

Answer 4: Responses to the request for quotation may be submitted through WVOasis. If vendors choose to submit their bid via WVOasis, no paper version is required.

Question 5: GENERAL TERMS AND CONDITIONS, SECTION 15. Does the Vendor have the option to select payment via electronic funds transfer only and not P-Card?

Answer 5: Vendors doing business with the State of West Virginia may go to the State Auditor's Office website (WVSAO.gov) and file to receive payment through the state's Electronic Funds Transfer payment system, or accept the State Purchasing Card

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Addendum 1

Question 6: GENERAL TERMS AND CONDITIONS, SECTION 40. What is the cost to submit to a fingerprint-based state and federal background inquiry through the state repository?

Answer 6: The WV Dept of Health does not have that information, please contact WV Division of Protective Services at 304-558-9911 to inquire cost for those services.

Question 7: SECTION 3.1.1 Please define the term "lockbox operations".

Answer 7: A child support lockbox is a secure, centralized post office box managed by a financial institution or state agency to expedite the processing of payments. It is often used when automated withholding fails, requiring manual payments, check, or money order submissions to ensure timely deposit and accurate record-keeping.
Operation: Payments (checks/money orders) are sent directly to the lockbox address.
Processing: Financial agents collect, deposit the funds, and electronically record the transaction to update case records.
Purpose: Provides a secure, efficient way to manage payments, particularly when automatic payroll deductions are not in place, acting as a direct, traceable channel for compliance.
Information Management: Many systems use digital imaging to store records of checks and documents for verification.

Question 8: SECTION 4.1.1.7: Could the State provide the historical amount assessed against the incumbent Vendor for improperly disbursed support payments annually for the past three years, including the amount of recoveries, if applicable?

SECTION 4.1.1.7: What are the Vendor's options for recouping any improperly disbursed support payments?

SECTION 4.1.1.7: What are the State's procedures for recouping any improperly disbursed support payments, which were caused by Vendor error?

SECTION 4.1.1.7: What are the Vendor's options for recouping efforts/actions (recouping) for any improperly disbursed support payments which were caused by Vendor error?

SECTION 4.1.1.7: Will the Vendor be responsible for improperly disbursed payments that occurred under the incumbent vendor, prior to the

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Addendum 1

beginning of Vendor operations, but not recouped or identified until the new Vendor is performing the SDU operations?

Answer 8: Please see answer to question 1.
A-C. You are fully responsible for the full amount of the improperly disbursed money that was the result of your action.
D. No, you will not be held responsible for anything prior to the beginning of the contract.

Question 9: SECTION 4.1.1.8: Please clarify what "web-based" means in this context, for example does it mean using HTTPS to complete the file transfers.
A. Please provide file format specifications for the files referred to in this section.

Answer 9: This refers to payments made via your electronic website.
A. File layouts are discussed after award is issued.

Question 10: SECTION 4.1.1.8. This section appears to have both disbursements "Shall manage the debit card program for the disbursement of child support to obligees or child support refunds to obligors". AND COLLECTIONS "Vendor shall maintain Web-based and telephonic payment options which must be user friendly and accessible by custodial parents, non-custodial parents, employers, etc. with credit card, debit card and ACH initiated payment options available." And appears to be duplicate of 4.1.1.14 with the additional requirement that it not cost the users anything. Does the Agency intend to exclude convenience fees?
A. If yes, this will most likely increase the cost to the Agency for services rendered since that volume and cost is volatile and can fluctuate greatly requiring vendors to build in higher costs to cover risks?

Answer 10: Yes.
A. That should be built into the costs.

Question 11: SECTION 4.1.1.13: Should the debit card provider not be able to provide an in-network ATM location in all 55 counties; would the State consider a cardholder pricing model that allowed for other methods of free cardholder cash access?"
A. Does the current vendor meet this requirement (one network ATM in each of the 55 counties)? If so, what ATM network do they utilize?

Answer 11: Yes, we would accept the other methods if no atm is available.
A. Please see answer to question number 1.

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- Question 12:** SECTION 4.1.4.4.1: Could the State provide the cost of the existing PO Box dedicated to the receipt of child support collections and related activities?
- A.** Please confirm the awarded vendor will assume and maintain the current post office box dedicated to the receipt of child support collections and related activities.
 - B.** Please provide the physical location of the post office box dedicated to the receipt of child support collections and related activities.
 - C.** Please provide a copy of the current schedule for daily pick-up of mail at the post office facility for delivery of mail to the SDU.

- Answer 12:** The cost is around \$3000 per year for both lockboxes.
- A.** Yes, AWARDED VENDOR WOULD assume control and maintain control of the lockboxes.
 - B.** They are located at 1002 Lee St East, Charleston, WV 25301.
 - C.** You are to pick up the mail two times in the morning Monday through Saturday to allow for daily processing.

- Question 13:** SECTION 4.1.4.4.2: What are the current mail pick-up times from the post office?
- A.** Is mail picked up on Saturdays?
 - B.** Is a third party bonded courier used currently, or is post office mail pick-up conducted by a Vendor employee?

- Answer 13:** That is to be determined by you as long as it fits in time for the timeframe of question 12C.
- A.** Yes, twice a day on Saturday in the morning.
 - B.** No, currently vendor employee.

- Question 14:** SECTION 4.1.4.4.3: Is the Vendor responsible for the cost of the Agency courier pick-ups?
- A.** Rather than couriating correspondence to the Agency, is the Agency willing to access correspondence images in the Document Repository?

- Answer 14:** The Vendor would be responsible for the cost of courier pick-ups.
- A.** No, as we have to pick up original documents and checks that we ask to be pulled due to IRS/FTI protocol.

- Question 15:** SECTION 4.1.4.5: Document Imaging and Retrieval – please confirm whether the awarded vendor will be required to convert historical images into the vendor’s imaging solution.
- A.** If yes, please provide the current volume and space of the legacy data.

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Answer 15: Not required.
A. N/A

Question 16: SECTION 4.1.4.5: Document Imaging and Retrieval – please provide the number of State users who will require access to the vendor’s imaging solution.

Answer 16: Approximately 400+ Child support employees.

Question 17: SECTION 4.1.4.5.4: What image formats are acceptable by the State?

Answer 17: Readable un-updatable format.

Question 18: SECTION 4.1.4.6.3: Please confirm if the Vendor is responsible for the cost of all non-sufficient funds checks or other returned deposit items and then bills the State for reimbursement on its monthly invoice?

- A. If the Vendor is responsible, what are the Vendor’s options for recouping any returned deposit items and fees?
- B. What collection efforts will the State engage in?

Answer 18: A. No, the agency recoups all non-sufficient funds ourselves.
B. The agency has NSF policy allowing collection from subsequent payments.

Question 19: SECTION 4.1.4.7.1. The vendor has three business days to research exception items before posting them as unidentified in The Agency automated computer system collections data file. Does the Agency require the checks to be deposited on the day of receipt or to hold until either posted or returned to sender?

Answer 19: All payments must be deposited the day of the receipt.

Question 20: SECTION 4.1.4.12.1: What is the settlement requirement for deposits for the ACH file received at 6:00 PM?

- A. Could a sample calendar be provided?

Answer 20: Anything after 6:00PM is attached in the next days receipt file.
A. Please see answer to question 1.

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Question 21: SECTION 4.1.5.1.3: Would the State consider making postage a reimbursable expense item? Otherwise, the Vendor must project the cost of postage for seven years, which will likely result in a higher cost to the State.

Answer 21: No, we will not consider that as it's part of the requirement.

Question 22: SECTION 4.1.5.1.4: Will the envelope stuffers be charged separately upon occurrence?

A. If not, will the State provide information on any historical stuffers, including frequency, volumes and other specifications that would be relevant to determining costs?

Answer 22: No, as the stuffer would be included with the check so additional cost would be incurred.

A. Please see answer to question 1.

Question 23: SECTION 4.1.5.1.5: Please confirm that this is a valid requirement for this procurement.

Answer 23: Yes, it is a valid requirement for this procurement.

Question 24: SECTION 4.1.5.2.11: Please explain what the statement "the technology used shall be currently active and available throughout the state" means in the context of the debit card requirements.

Answer 24: This means that the debit card network needs to be available throughout the state.

Question 25: SECTION 4.1.5.2.18: What criteria has the state established for determining an "eligible" customer.

A. Does Vendor have right to close accounts for such things as illegal activities, multiple fraud claims due to cardholder giving out PIN, etc.

Answer 25: Valid Social Security Number, verified and recorded date of birth, Valid address, and special handling for out of country address.

A. Yes, the vendor has a right if fraud or something similar but must report to the agency.

Question 26: SECTION 4.1.5.2.1.23: Does this only apply to services and not to the fee structure?

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Answer 26: This is only for the services portion.

Question 27: SECTION 4.1.6.3.7: Please confirm that the State is requiring unlimited free teller withdraws.

Answer 27: Yes, unlimited free teller withdraws.

Question 28: SECTION 4.1.7.3: Please confirm whether this include float on the debit cards.

Answer 28: This does not include debit cards.

Question 29: SECTION 4.1.8: Has the incumbent vendor been assessed any disbursement error charges? If so, please provide the quantity of errors and corresponding assessed damages to date?

Answer 29: Please see answer to number 1.

Question 30: SECTION 4.1.8.3: Are file transfers using SFTP supported?
A. Please explain how the statement "Must be able to create an excel chart...", relates to disbursement file transfers?

Answer 30: Yes.
A. Any spreadsheet to show this information would be acceptable.

Question 31: SECTION 4.2: Are the payments received at this PO Box identified to a case and included in a separate OSCAR collection data file (or similar) or are the funds just needing to be deposited in the bank?

Answer 31: Yes, if correspondence has been supplied by remitter. If not then it will need to be investigated.

Question 32: SECTION 4.2.3.1: Could the State provide the cost of the existing PO Box dedicated to the receipt of repayments and expense reimbursements?

Answer 32: The total approximate cost for both lockboxes is around \$3000.

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Question 33: SECTION 4.2.3.1: Is the awarded vendor required to establish a new post office box for receiving mail relating to repayments and expense reimbursements?

Answer 33: No, they keep the current lockboxes.

Question 34: SECTION 4.2.4.4: What image formats are acceptable by the State?

Answer 34: It must be a restricted readable format.

Question 35: SECTION 4.2.6.2: Up to how many people will the Agency train?
A. Approximately how long will the training last?

Answer 35: The Agency will train anyone that the Vendor needs trained.
A. The training can be completed within an 8 hour workday.

Question 36: SECTION 4.2.6.5: A transition period is identified as being six months. What is the target date for implementation?

Answer 36: Full implementation would begin at the end of that 6 month period.

Question 37: SECTION 4.2.6.8: Please provide the address which the facility needs to be within one mile.

A. Would the State consider allowing vendor to lease space in the Agency's main office for the SDU?

Answer 37: 350 Capitol St, Rm 147, Charleston, WV 25301

A. No, we do not have any available space.

Question 38: General: Please confirm if the Vendor is responsible for any of the banking fees associated with any of the bank accounts.

A. If the Vendor is responsible for any of the banking fees, please confirm the quantity and types of bank accounts required.

B. If the Vendor is responsible for any of the banking fees, please provide the current annual banking fees?

Answer 38: A. Vendor is responsible for paying the bank fees then bills us for the fees.

B. Please see answer to question 1.

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Question 39: General: Is the Vendor required to reserve any cubicle or office space for Agency staff?

A. If so, how many spaces?

Answer 39: No

A. N/A

Question 40: General: What is the required retention period for electronic images?

A. Does the State require access to the electronic repository?

Answer 40: Seven (7) years.

A. Yes, we require access to the electronic repository.

Question 41: General: Could the State provide a copy of the current contract and corresponding pricing?

Answer 41: See answer to question 1.

Question 42: General: Could the State provide an organizational chart including the position titles and number of FTEs per position for the existing SDU operation?

Answer 42: Please see answer to question 1.

Question 43: General: For the existing SDU operation, could the State confirm if all of the SDU functions are performing within the facility located in Charleston.

A. If not all of the functions are performed within the Charleston facility, what activities are performed elsewhere?

Answer 43: The basic SDU functions of collections and disbursements is handled within the facility located in Charleston.

A. Information technology is located offsite.

Question 44: General: Could the State provide volumes for the past three years for the following?

A. Number and total dollar amount of incoming cash payments received at the SDU.

B. Break down transaction volumes by payment method (ACH debit, ACH credit, check, card, cash, other).

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- C. Percentage of total collections are currently received via electronic methods versus paper instruments.
- D. Incoming correspondence volume received at the SDU.
- E. Average number of envelopes received for processing from the post office on a high-volume day (e.g. day after a holiday).
- F. Average number of payment envelopes received for processing from the post office Monday through Friday.
- G. Mail payments posted.
- H. EFT/EDI payments posted.
- I. Per payment disbursed per ACH
- J. Checks disbursed
- K. Debit Cards Issued
- L. Debit Card Deposits
- M. Web-Based Payments
- N. Customer Service Representative Payments
- O. Integrated Voice Recognition Payments.
- P. Customer service representative call volumes and average duration.
- Q. IVR call volumes and average duration.

Answer 44: Please see answer to question 1.

Question 45: General: Has the incumbent vendor adjusted their pricing since initial proposal?

Answer 45: No, pricing is fixed firm for the life of the contract.

Question 46: General: Has the State or incumbent vendor conducted any EFT payment outreach campaigns?

Answer 46: Yes.

Question 47: General: Does the current operation run five or six days per week?

Answer 47: Six days a week unless a federal holiday is observed.

Question 48: General: Has the current Vendor been assessed any other liquidated damages, aside from disbursement error charges?

A. If so, please provide the quantity of errors and corresponding assessed damages to date?

Answer 48: No.

A. N/A

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- Question 49:** General: Could the State provide a copy of the staffing matrix, including number of FTEs by position title for the current operation?
- Answer 49:** Vendors will be responsible for determining the staffing needs for specific roles.
- Question 50:** General: Please provide the digital document storage retention policy for financial instruments, and correspondence.
- Answer 50:** Digital Retention Policy is for seven (7) years. Paper Retention Policy is for three (3) months on site.
- Question 51:** General: Are there any program changes planned that would impact transaction volumes causing them to increase, decrease, or remain stable over the initial contract term?
- Answer 51:** No.
- Question 52:** General: Please identify any seasonal volume fluctuations that vendors should account for in staffing and capacity planning.
- Answer 52:** Tax season February through June
- Question 53:** General: Is vendor required to provide Debit Card as part of this contract?
- Answer 53:** Yes
- Question 54:** General: How many active debit cards are currently issued to recipients?
- Answer 54:** Please see Answer 1
- Question 55:** General: What is the average monthly card load volume and average load amount per card?
- Answer 55:** Please see Answer 1
- Question 56:** General: Are card issuance, replacement, and customer service expected to be included in the vendor's scope?
- Answer 56:** Yes
- Question 57:** General: Please confirm whether multiple disbursement methods (card, ACH, check) must be supported concurrently.

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Answer 57: Yes

Question 58: General: Are there anticipated changes to the disbursement method mix during the contract term and can we provide/offer additional options?

Answer 58: No

Question 59: General: Is the vendor required to propose a bank as part of the proposal?

Answer 59: Yes, they need to subcontract a bank

Question 60: General: Please identify the State's current depository bank(s) supporting SDU operations.

Answer 60: Please refer to specification 4.1.4.6.1

Question 61: General: What is the average daily ACH file size (items and dollar value)?

Answer 61: Please see Answer 1

Question 62: General: Please clarify expectations for same-day ACH or real-time payment capabilities, if any

Answer 62: Currently same day ACH payments and transitioning to real-time with incumbent vendor

Question 63: General: Are parallel processing or dual-run periods expected during transition?

Answer 63: Yes

Question 64: General: What are the expected hours of operation for payment processing and customer support?

Answer 64: A64. expectation for all payments received to be deposited and uploaded to a receipt file by close of business each day, please see specification 4.1.1.14

Question 65: General: Are there any service-level expectations (e.g., posting timelines, call response times) not explicitly stated in the CRFQ?

Answer 65: No, the service-level expectations are noted in the CRFQ.

Question 66: General: Please clarify reporting requirements, including frequency, format, and reconciliation expectations.

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- Answer 66:** All reports should be done monthly in spreadsheet format with the information contained in specifications 4.1.1.11 and 4.1.1.12.
- Question 67:** General: Are there specific audit or certification requirements (e.g., SSAE, SOC reports) beyond standard SDU practices?
- Answer 67:** No
- Question 68:** General: Please clarify scenarios under which liquidated damages would be assessed and whether cure periods apply.
- Answer 68:** We will remove the liquidated damages.
- Question 69:** General: Are vendors expected to comply with any state-specific cybersecurity frameworks beyond standard industry practices?
- Answer 69:** Yes. Vendors are required to meet the WVOT-PO1001: Information Security policy and the WV Cloud-SaaS Procurement.
- Question 70:** General: Please confirm whether transaction data and reports will be subject to public records disclosure in full or with redactions.
- Answer 70:** Redactions will be required
- Question 71:** General: Are vendors permitted to propose tiered pricing based on transaction volume thresholds?
- Answer 71:** No, pricing must be submitted as detailed in section 5.2 of the specifications and Exhibit B
- Question 72:** General: Please confirm whether pricing should assume fixed volumes or accommodate variability over the contract term.
- Answer 72:** Vendors must submit pricing based on the instructions in Section 5.2
- Question 73:** General: Is the transition line item expected to be one-time only cost, or can it be amortized?
- Answer 73:** It's one-time only spread out only during the first year
- Question 74:** General: Are there any anticipated amendments to the scope or pricing structure following award?
- Answer 74:** No
- Question 75:** General: Please confirm whether the State intends to retain its existing SDU depository bank(s) for the duration of the contract.

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Answer 75: The SDU depository bank is up to the vendor as a subcontractor

Question 76: General: Is the vendor required to propose, contract with, or manage a depository bank, or will all banking relationships remain State-owned?

A. If banking relationships remain State-owned, please clarify whether the vendor will be expected to originate ACH files directly or transmit files to the State's bank for.

Answer 76: Yes, we own the accounts but vendors are responsible for everything else

76A. Yes, vendor is expected to originate ACH files directly to the bank

Question 77: General: Can services be provided outside the state (e.g. check print/mail, card customer service, etc.?)

Answer 77: Check printing must be done within a mile of 350 Capitol Street, Charleston, WV 25301. Debit card customer service can be house anywhere in the United States but must be available during the hours of 7:00 AM ET to 5:00 PM ET.

Question 78: CRFQ Sections 3.1.1.1 and 3.1.1.2 are duplicate. Both state "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." Please confirm requirement 3.1.1.3 should be renumbered 3.1.1.2 and the duplicate removed.

Answer 78: Yes, it was duplicated

Question 79: Please clarify if the banking contract(s) and any associated fees are the responsibility of the vendor or the Agency.

Answer 79: The original fees are absorbed by the vendor and then billed to the agency

Question 80: 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. If the vendor is affiliated with a financial institution rather than being a financial institution, is it sufficient for the vendor to allow for four ATM withdrawals per month per customer from the vendor's ATM network at no cost to the debit card holder?

Answer 80: Yes

Question 81: Is the beginning of this requirement accurate? It is a duplicate of 4.1.1.12 lead in text and doesn't seem to go with the bullets below. The bullets in

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requirement 4.1.1.11 seem to be about debit card customer service requirements.

Answer 82: Information is needed in both areas

Question 83: The Vendor shall not have the right to directly charge the Agency's operating account for any checks that have not been honored by the drawee bank and subsequently returned. Said checks, along with the debit advice, shall be forwarded to the Agency along with the daily attachments. Charges for dishonored checks shall be detailed on the Vendor's monthly invoice. Can the State clarify the charges the Vendor would invoice for dishonored checks?

Answer 83: That is included in the bank fees that the vendor pays then billed to the agency

Question 84: 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. If the vendor is affiliated with a financial institution rather than being a financial institution, is it sufficient for the financial institution to meet these requirements?

Answer 84: Yes

Question 85: "The Agency shall provide test data files for the Vendor's use in testing the operation of its collection and distribution processes. The Agency owns all of the computer programs, manual procedures, operating plans, documentation, data, records, and any related items arising out of the collection and distribution process, and shall make any and all of these available to the Vendor when it is deemed" Has a portion of this requirement been inadvertently omitted?

Answer 85: No

Question 86: Should these requirements be renumbered as 4.2.6.11.1 through 4.2.6.11.6 (as subsections to 4.2.6.11 instead of their own requirements)?

Answer 86: No

Question 87: Should these requirements be renumbered 4.2.7.12.1 to 4.2.7.12.6 (as subsections to 4.2.7.12 instead of their own requirements)?

Answer 87: No

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Question 88: Please confirm that the State intends for respondents to propose a single contracted flat monthly fee covering all required services, rather than pricing individual components or work activities separately.

Answer 88: Yes, vendors are to provide a single flat monthly fee for all required services. See Exhibit B and Section 5.2 of the specifications for instructions on how to complete the pricing pages

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

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 complaint.

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 complaint. 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

By: Althea Greenhowe

Printed Name: Althea Greenhowe

Title: Procurement Specialist, Sr

Date: 3/12/2026

Vendor Name:

By: Bill Stone

Printed Name: Bill Stone

Title: Chief Executive Officer

Date: March 4, 2026

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

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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

Exhibit A
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 pricing page, the Vendor shall provide a bid that includes pricing for the transition phase, the monthly operational costs. The Vendor must also provide for projected costs for all future optional services.

Cost Sheet

Time Frame

<u>Transition cost</u>	<u>Monthly cost</u>
0	
	\$53,000.00
	\$54,590.00
	\$56,228.00
	\$57,915.00
	\$59,652.00
	\$61,442.00
	\$63,285.00

Year 1
Year 1
Year 2
Year 3
Year 4
Year 5
Year 6
Year 7
Grand total cost

The Basis of Award:

The Vendor must bid on all tasks listed above. Upon request, the Vendor must provide documentation supporting the meeting of all Mandatory Qualifications as listed. The contract will be awarded to the lowest bidder who can meet all the requirements of this RFQ.

Company Name: Systems and Methods, Inc.

Vendor Signature: *Bill Stone*

Address: 106 Wedgewood Drive, Carrollton, GA 30117

Date: 3/4/2026

Exhibit C
Account Rate Structure

Account Rate Structure

Account Type	Proposed Rate Calculation	Current Rate
Interest Bearing Checking Account	N/A	N/A
Earnings Credit	*1.80%	*1.80%

*Rate is a managed rate and subject to change with market conditions

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.