



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: 03-04-2024

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 0323 0323 WWV2400000004 1	Procurement Folder:	1339335
Document Name:	Banking services	Reason for Modification:	Award for CRFQ WWV2400000005
Document Description:	Banking services		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-03-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-03-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000213792			Requestor Name:	Debra K Morgan
TRUIST BANK				Requestor Phone:	(304) 558-2631
300 SUMMERS ST				Requestor Email:	debra.k.morgan@wv.gov
CHARLESTON	WV	25301-1624			
US					
Vendor Contact Phone:	304-348-7078	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0	<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>	
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

2-15-24 61

Purchasing Division's File Copy

Total Order Amount:	Open End
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[Signature] 3/4/2024

PURCHASING DIVISION AUTHORIZATION
 DATE: *Mun Cox - 3/5/2024*
 ELECTRONIC SIGNATURE ON FILE

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

5/12/2024

ENCUMBRANCE CERTIFICATION
 DATE: *Dan Gray 3-12-24*
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, TRUIST BANK, agrees to enter with the agency, WorkForce West Virginia into an open-end contract for the purchasing Auditing Services per the Specifications, Terms and Conditions, Bid Requirements, Addendum 1 dated 12/21/2024, and the vendor's bid dated 12/27/2024, incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Banking Services

Extended Description:

Banking services to provide benefit distribution services for West Virginia Unemployment Claimants per specifications hereto in.

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 one (1) year _____. 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: \$1,000,000.00 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: _____ 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:

_____ 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.b.

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 heath, 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) Michael Holtsclaw

(Address) 300 Summers Street Charleston, WV 25301

(Phone Number) / (Fax Number) 304-348-7078/304-348-1185

(email address) Michael.Holtsclaw@Truist.com

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.

Truist Bank

(Company)

Michael Holtsclaw SVP

(Signature of Authorized Representative)

Michael Holtsclaw SVP

12/28/2023

(Printed Name and Title of Authorized Representative) (Date)
304-348-7078/304-348-1185

(Phone Number) (Fax Number)

Michael.Holtsclaw@Truist.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WWW2400000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Truist Bank

Company

Michael Heltschaw SVP

Authorized Signature

12/27/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia ("WFWV") to establish an open-end contract for banking services for benefit distribution to our clients as well as clearing account functions. WFWV distributes benefits to clients who receive checks via Unemployment Compensation Benefit Payment, Trade Readjustment Act, Disaster Unemployment Act, Trade Adjustment Assistant Act, Alternate Trade Adjustment Assistance Act, and other special funds.

WFWV has two (2) separate clearing accounts – one account is for the receipt of employer contributions and issuance refunds for overpayments and one account is for the receipt and transfer of other federal monies.

WFWV has six (6) separate benefit accounts – Unemployment Compensation Payment; Trade Readjustment; Disaster Unemployment Act; Special Account; Trade Adjustment Assistance Act; and the Alternate Trade Adjustment Assistance. These are discussed in section 2.1.3.

The Unemployment Assistance program is supported by the U.S. Department of Labor. This contract will be financed 100% with federal funds.

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

2.1 "ACH" means Automated Clearing House.

2.2 "Agency" means WorkForce West Virginia (WFWV).

2.3 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.4 "Contract" means the binding agreement that is entered into between the State and the vendor to provide the Contract Items as specified herein.

2.5 "DIF" means Deposit Insurance Fund.

2.6 "Earnings Rate" means the interest rate paid by the financial institution and is part of the pricing.

2.7 "EDT" means Eastern Daylight Time.

2.8 "FAM" means Fiscal and Administrative Management section of WorkForce West Virginia.

2.9 "FDIC" means Federal Deposit Insurance Corporation.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 2.10 "Form ETA 8413" means Income-Expense Analysis form shown in Attachment A.
- 2.11 "Form ETA 8414" means Income-Expense Analysis UC/Clearing Account form shown as Attachment B.
- 2.12 "SFTP" means Secure File Transfer Protocol.
- 2.13 "MIS" means Management Information Systems Division.
- 2.14 "NACHA CCD+" means transactions which are corporate to corporate.
- 2.15 "NACHA" means National Automated Clearing House Association.
- 2.16 "Pricing Pages" means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit A as used to evaluate the CRFQ.
- 2.17 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.18 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.19 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
- 2.20 "TPA" means Third Party Administrator that processes and submits the wage reports, contribution tax reports, and payments for employers to WFWV.
- 2.21 "WFWV" means WorkForce West Virginia.
- 2.22 "WIRE" means an electronic transfer of funds across a network.

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. The vendor must have at least ten (10) years of experience with reviewing internal control and uniform guidance compliance related to Federal grants.
 - 3.2. The vendor, upon request from WFWV, must be able to provide a list of references (name, phone number, and mailing address of client) as proof of the required experience.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1. Vendor must be a state or national bank or state and federal savings and loan association that is approved as a designated state depository, or eligible to be a designated state depository, as provided by W.Va. Code §12-1-2 and 12-1-3.

4.1.2. Vendor must certify it does not engage in the boycott of energy companies as outlined in West Virginia State Code 12-1c-1:

““Boycott of energy companies” means without a reasonable business purpose, refusal to deal with a company, termination of business activities with a company, or another action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- A. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy;
- B. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
- C. Does business with a company that engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy.”

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.3. Benefit Accounts:** The financial institution must provide WFWV with the following benefit accounts named as follows.
- 4.1.3.1.** “Unemployment Compensation Payment Account” to be used to pay Unemployment Benefits to claimants.
 - 4.1.3.2.** “Trade Readjustment Account” used to pay claimants that are affected by Foreign Competition.
 - 4.1.3.3.** “Disaster Unemployment Act Account” used to pay claimants that are unemployed due to a type of disaster (i.e. Business was flooded).
 - 4.1.3.4.** “Special Account” used to pay for court costs for appeals and other costs not associated with benefit payments. Funding for this account comes from a transfer from the Unemployment Compensation Clearing Account A.
 - 4.1.3.5.** “Trade Adjustment Assistance Act” account to pay participants registered in the training program.
 - 4.1.3.6.** “Alternate Trade Adjustment Assistance” account to pay participants registered in the Trade Adjustment Assistance Program that are over the age of 55.
- 4.1.4. Benefit Accounts:** The financial institution must provide WFWV with the following services for the benefit accounts shown in 2.1.1.
- 4.1.4.1.** The financial institution must provide WFWV with online access to all accounts. WFWV must have the ability to view account balances and account activity, transfer funds between accounts, issue stop payments, and receive ACH and WIRE payments.
 - 4.1.4.2.** WFWV will send, to the financial institution, a report electronically by 8PM ET Monday through Friday containing all checks written against the account daily. On a daily basis, the financial institution must provide WFWV an electronic notification containing a report that lists any check exceptions which are items that do not match the electronic file, if any exist. The report must be submitted to WFWV by 11AM ET daily. WFWV will respond to any exceptions by 4PM ET, the “default” will be to not honor those exceptions. However, WFWV reserves the right to change the “default” at any time. The financial institution must pay all benefit checks written on WFWV’s accounts when presented for payment unless there are exceptions that are deemed to be invalid after investigation.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.4.3.** The financial institution must on a monthly basis provide separate electronic transmittals of the monthly check reconciliation data for each account specified on the transmittal. Content must be provided to the financial institution by WFWV prior to delivery. The checks shall be listed in groups of one hundred items with the subtotals as well as a grand total at the end of the listing. In addition, the financial institution must provide access to a searchable on-line archival system that maintains the imaged copies of all checks cleared for the length of the contract. At the end of the contract, the vendor must provide WFWV with a searchable archive via a commonly used format or other agreed upon media, to be delivered within 15 business days. All items required by this paragraph must be provided by no later than the ninth calendar day of the following month said checks are paid. The Management Information System (MIS) Division reserves the right to accept or reject electronic transmittals provided by the financial institution. Transmittals rejected will be returned to the financial institution with problems identified and the financial institution will have five (5) calendar days to provide a corrected file.

Note: The on-line system must have the following queries available: Banking Account Number, Bank Statements by Month with search icon after the check number. In addition, there must be a searchable field on Date, Bank Account, Amount, Serial Number, Item Sequence Number, Trans Routing Number, and Trans Code.

- 4.1.4.4.** The financial institution is not required to sort in numeric order and deliver to WFWV all checks paid on each account. Checks instead, will be destroyed after 45 calendar days.
- 4.1.4.5.** The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The reserve requirements will be calculated in accordance with FDIC regulations [Codified at 12 CFR §204.4] and furnished to WFWV and will be subjected to verification by WFWV. The earnings rate will be calculated by the institution and will be subject to verification by WFWV.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.4.6.** Each month, the financial institution must provide the information necessary to WFWV to complete the United States Department of Labor Form ETA 8413, for Benefit Payment Account attached here to as Attachment A and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8413, the financial institution will provide FDIC cost for Line 17 Other Costs. Lines 18 and 19 may include service fees. The FDIC cost must be listed separately on the invoice. The only service charges allowable in any resulting contract shall be the charges quoted in the attached Pricing Pages, (Exhibit A).
- 4.1.4.7.** The financial institution must allow WFWV the right to open four (4) additional accounts if the Department of Labor would start a new program that necessitates segregating funds in separate outside accounts.
- 4.1.5. Clearing Accounts:** The financial institution must provide WFWV with the following clearing accounts named as follows.
- 4.1.5.1.** "Operating Account A" – Funds going in this account will be the employer contributions to the unemployment compensation system and checks will be written for employer refunds.
- 4.1.5.2.** "Clearing Account B" – This special clearing account will be established for the same-day processing of federal monies (wires, transfers, and ACH). No checks will be written on this account.
- 4.1.6. Clearing Accounts:** The financial institution must provide WFWV with the following services for the clearing accounts listed in 2.1.3.
- 4.1.6.1.** The financial institution must provide a remote deposit check processing service. All equipment and necessary software will be provided by the financial institution. This is WFWV's preferred option for check deposits. The vendor should provide literature on the remote scanner being bid.
- 4.1.6.1.1.** WFWV will maintain the physical checks for 45 calendar days before being shredded.
- 4.1.6.1.2.** The financial institution must provide a consultant who will schedule implementation, onboarding, and training of the remote deposit check processing service.
- 4.1.6.1.3.** Scanner must have inkjet capability and process 75 documents per minute.
- 4.1.6.1.4.** Scanner must include a 3 year next day exchange warranty.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.6.2. Secondary option, the financial institution must provide daily armored/car/courier services for transporting of all deposits from WFWV located at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV by 3PM EDT to their location.
- 4.1.6.3. The financial institution will credit WFWV for all deposits on the financial institution's ledger on the same day that the deposit is delivered.
- 4.1.6.4. The financial institution, by 10:30AM ET, on the day following the deposit pick-up will; (1) process the deposit checks and cash through the proof WFWV and sort such deposit checks by zero-, one-, and two-day clearing times; and (2) provide WFWV with the collected balance, upon request. The financial institution will send an email each morning to WFWV of the total cash balance on hand to the Director of FAM, Assistant Director of FAM, Accounting Section, and his/her designee(s) for all benefit and clearing accounts. The daily balance notification and information is required and not negotiable. WFWV will be responsible for determining the amount of transfer to the trust funds from the Operating Account A. Said transfer will be made in increments of one hundred dollars. As promulgated by State Code, §21A-8-5 which states Clearing Account; upon the receipt of payments and other moneys payable into the clearing account fund under this chapter, shall immediately be deposited in the clearing account.
<https://code.wvlegislature.gov/21A-8-5/>

Note: The number of checks deposited is approximately 3,200 in any given month. WFWV estimates that 40 returned deposit items occur in any given month. Please note that WFWV does not re-deposit returned items.

- 4.1.6.5. The financial institution will debit or credit to the account any insufficient fund checks and deposit errors and will return items with associated debit and credit slip to WFWV by an on-line service or secure email by 3PM ET each day.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.6.6.** The financial institution must receive and accept ACH and Wire Credit electronic payments from employers and Third-Party Administrators (TPAs) for employer contributions and deposit the funds into the Clearing Account A. The financial institution must accept addendum records in NACHA CCD+ format from the TPAs, balance settlement totals daily against deposits posted to the account per NACHA Operating Rules, and provide the information embedded in the addendum records to WFWV, electronically, via a secure FTP site. Information such as employer, employer ID number, amount of payment, and quarter/year the payment applies to, etc. The financial institution may be required to adjust procedures to conform to technical requirements. The financial institution must identify the TPA and deposit amount on the daily e-mail to WFWV. *Note: The agency has approximately 10 TPAs per month which reflects approximately 2,500 deposits per month.*
- 4.1.6.7.** The financial institution must provide WFWV with on-line access to all clearing accounts. WFWV must have the ability to view account balances, daily deposits, and account activity, to transfer funds between accounts, and receive ACH and Wire payments. The agency does utilize both current and prior day reporting.
- 4.1.6.8.** The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The earnings rate will be determined by the institution.
- 4.1.6.9.** Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8414, for the Operating Account A, attached here to as in "Attachment B", and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8414 the financial institution will provide FDIC cost for Line 17 Other Costs. Lines 18 and 19 may include service fees and CCD+ addendum file fees associated with accepting deposits from a TPA. The FDIC cost and fees associated with TPA payments must be listed separately on the invoice. The only service charges allowable shall be the charge quoted in the attached Pricing Pages (Exhibit A).
- 4.1.6.10.** The financial institution must only charge a single fee for ACH credits, which includes the associated addenda records. Therefore, an ACH credit with one addenda record would be charged the same fee as an ACH credit with multiple addenda records. The agency is referring to ACH credits which are incoming credits to WFWV. The financial institution will also charge for the delivery of the NACHA CCD+ formatted file containing ACH credit transactions and the associated addenda record(s).

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.6.11.** The financial institution must not charge for ACH items originating from the WV Treasurer identified as Company ID 1556000814. *Note: the agency estimates the approximately 40 ACH items occur per month.*
- 4.1.6.12.** Vendor must provide collateral for all deposit balances according to West Virginia State Code §12-1-4 and 12-1B. Collateral provided should follow the guidelines set by the West Virginia State Treasurer's Office collateral policy.
- 4.1.6.13.** According to West Virginia State Code §5A-3-4-(8) <https://code.wvlegislature.gov/5A-3-4/> and the attached Terms and Conditions (section 11), the financial institution agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide collateral requirements. This clause shall in no way be considered exclusive and shall not limit the State or WFWV's right to pursue any other available remedy. The Executive Director may waive this assessment in his judgement if circumstances beyond the control of the financial institution caused the collateral deficiency. Any such circumstances must be documented in writing and submitted to the Executive Director for consideration.
- 4.1.6.14.** In the clearing account, the financial institution must have the capability of receiving and transmitting monies by wire. Said monies received by the financial institution will be considered immediately collectable and available for transfer. Note: WFWV estimates that approximately 12 employees could potentially originate wire transfers and under normal circumstances the agency processes approximately 100 wire transfers in any given month.
- 4.1.7.** The financial institution must provide WFWV with data transmission solutions that meet WFWV's requirements which do the following.
- 4.1.7.1.** Data File Transmittals – provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.
- 4.1.7.2.** Security Design and Safeguard Features – Include design features that safeguard against fraud, abuse, and waste.
- 4.1.7.3.** Right of Privacy of Clients – Protect the right of privacy of all WFWV clients.
- 4.1.7.4.** Use of Tested State-of-the-Art Techniques – Use tested and state-of-the-art techniques as opposed to untested technology that may or may not be successful.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

The financial institution shall receive a daily file Sunday through Friday from WFWV of checks written and checks voided that day. This file will be electronically transmitted to the bank by direct transmission. The record layout is below:

Field	Length	
Record Type	X (1)	C = Check Issued V = Check Voided D = Other
Account Number	10	
Check Number	10	
Check Amount	10	DDDDDDDDCC Format where D=Dollars and C=Cents. No decimal point. Maintain leading zeros
Date Check was Issued or Voided	8	MMDDYYYY Format

This file will be used by the financial institution to supply a daily reconciliation for WFWV. It will also be utilized to ensure that no fraudulent checks are cleared.

Monthly check reconciliation transmittal:

Field	Data Type	Size
Check Number	Numeric	7
Amount	Numeric	10
Clear Date	Numeric	8

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.8.** The successful vendor will be completely responsible for implementation and the transition from the current banking system. This section details the specifics of the tasks involved.
- 4.1.8.1.** The vendor will perform a walk-through immediately after the bid is awarded and will identify, in writing, necessary changes to WFWV's current banking operations.
- 4.1.8.2.** The vendor will provide a one-time virtual training consisting of two sessions each lasting approximately four (4) hours at 1900 Kanawha Blvd., East, Building 3, 3rd Floor, Charleston, WV for a maximum of twenty (20) people on the usage of required on-line banking services and transmissions of files at no additional cost to WFWV.
- 4.1.8.3.** WFWV will be responsible for making networking changes deemed necessary and agreed upon by WFWV.
- 4.1.8.4.** WFWV will name a project manager who will be responsible for assembling WFWV project team and will be the focal point for all project issues.
- 4.1.9.** The vendor will be responsible for testing all aspects of the new banking system prior to implementation. UA (User Acceptance) test results will be documented in writing by the financial institution and will be verified and subject to acceptance by WFWV.
- 4.1.9.1.** Testing will minimally consist of the following:
1. Transmission of electronic files to and from the vendor and WFWV.
 2. On-line activities to test transactions.
 3. Connectivity tests (i.e. password access, data limits, etc.).
- 4.1.9.2.** Test results will be documented in writing, presented to WFWV for review and subject to their written approval.
- 4.1.9.3.** The vendor must provide service coverage during the hours of 9AM to 5PM ET Monday through Friday.
- 4.1.9.4.** The vendor must provide two (2) hour response time during regular business hours of 9AM – 5PM ET.
- 4.1.9.5.** The vendor must establish a primary operating facility at a single site through use of existing facilities, expansion of facilities, or acquisition of a new facility because the agency requires the vendor to have a physical operating facility.
- 4.1.9.6.** Unless herein specifically provided otherwise, the vendor must ensure that all required monthly reports must be received by WFWV by the 15th day of the month subsequent of the reporting period. For example, a report for the month of February must be received by WFWV by March 15th, in the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.
- 4.1.10.** The vendor must provide the following mandatory requirements.
- 4.1.10.1.** The Federal Deposit Insurance Corporation (FDIC) must insure the financial institution. Proof of deposit insurance must be provided within forty-eight (48) hours of notice of award.
- 4.1.10.2.** The financial institution shall implement any FDIC Depositors Insurance Fund fee at the prevailing current published rate and charge through monthly analysis of qualifying accounts.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

- 4.1.10.3.** The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.
- 4.1.10.4.** The financial institution must conform to National Automated Clearing House Association (NACHA) rules.
- 4.1.10.5.** The financial institution must comply with all Federal and State Banking Regulations.
- 4.1.10.6.** The State shall have full and free use of all systems, products, and deliverables supplied by Purchase Order resulting from this CRFQ.
- 4.1.10.7.** WFWV will supply their own check drafts as well as print their own checks.
- 4.1.10.8.** Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard published monthly rate.

5. CONTRACT AWARD:

- 5.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specification for the lowest overall total cost as shown on the Pricing Pages.
 - 5.1.1.** Vendor should include with their bid a copy of any Software Terms and Conditions that the State of West Virginia or the Agency will have to agree or accept as part of this solicitation. **This information will be required before Purchase Order is issued.**
- 5.2. Pricing Page:** Vendor should complete the Pricing Page by providing a rate for each item listed. 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. If submitting a bid online, Vendors should enter the Grand Total from the electronic copy of the Pricing Page into the commodity line. If responding with a paper bid, Vendors should download and/or print the assembled Final Solicitation document (with highest version number) from wvOasis and insert their Grand Total in the Commodity Line.

- 8. 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.
- 9. PAYMENT:** Agency shall pay for the services provided, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract on a monthly basis. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 10. 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.

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1. Vendor must identify principal service personnel which may be issued access cards and/or keys to perform service.
- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. VENDOR DEFAULT:

- 12.1. The following shall be considered a vendor default under this Contract.
 - 12.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 12.1.2. Failure to comply with other specifications and requirements contained herein.
 - 12.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 12.1.4. Failure to remedy deficient performance upon request.
- 12.2. The following remedies shall be available to Agency upon default.
 - 12.2.1. Immediate cancellation of the Contract.
 - 12.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 12.2.3. Any other remedies available in law or equity.

13. MISCELLANEOUS:

13.1. **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: _____

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

ATTACHMENT A

ETA 8413 Income-Expense Analysis, UCJ Benefit Payment Account
Report for Period Ending: State: WV Region: 02

Bank Name:		Bank City:
Account Number:		
Ledger		
1.	Beginning Balance	
2.	Total Deposits	
3.	Total Withdrawals	
4.	Ending Balance	
INCOME ANALYSIS		
5.	Total Daily Ledger Balance	
6.	Average Daily Ledger Balance	
7.	Average Daily Float	
8.	Average Daily Collected Balance (Line 6 – Line 7)	
9.	Reserves at %	
10.	Average Daily Loanable Balance (Line 8 – Line 9)	
11.	Earning Value at %	
EXPENSE ANALYSIS		
12.	Checks Deposited: Number at \$	
13.	Checks on Account: Number at \$	
14.	Checks on Account: Number at \$	
15.	Checks on Account: Number at \$	
16.	Other Costs	
17.	Other Costs	
18.	Other Costs	
19.	Total Costs (Line 12 through Line 18)	
20.	Net Profit/Loss	

Comments: (Maximum size of the comment is approximately 150 words.)

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

OMB No.:1205-0154

OMB Expiration Date: 03/31/2019

OMB Burden Minutes: 30

OMB Burden Statement

OMB Burden Statement: These reporting instructions have been approved under the Paperwork reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a valid OMB control number. Public reporting burden for this collection of information includes the time for reviewing instructions, searching existing data sources, gathering, and maintain the data needed, and completing and reviewing the collection of information. Submission is required to obtain or retain benefits under SSA 303(a)(6). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Workforce Security, Room 5-452, 200 Constitution Ave., NW, Washington, DC, 20210

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

ATTACHMENT B
ETA 8414 Income-Expense Analysis, UC/Clearing Account
Report for Period Ending: State: WV Region: 02

Bank Name:		Bank City:
Account Number:		
Ledger		
1.	Beginning Balance	
2.	Total Deposits	
3.	Total Withdrawals	
4.	Ending Balance	
INCOME ANALYSIS		
5.	Total Daily Ledger Balance	
6.	Average Daily Ledger Balance	
7.	Average Daily Float	
8.	Average Daily Collected Balance (Line 6 – Line 7)	
9.	Reserves at %	
10.	Average Daily Loanable Balance (Line 8 – Line 9)	
11.	Earning Value at %	
EXPENSE ANALYSIS		
12.	Checks Deposited Local: Number at \$	
13.	Checks Deposited Tran: Number at \$	
14.	Checks on Account: Number at \$	
15.	Checks on Account: Number at \$	
16.	Checks on Account: Number at \$	
17.	Other Costs	
18.	Other Costs	
19.	Other Costs	
20.	Total Costs (Line 12 through Line 19)	
21.	Net Profit/Loss	

Comments: (Maximum size of the comment is approximately 150 words.)

REQUEST FOR QUOTATION
WorkForce West Virginia Banking Services

OMB No.:1205-0154

OMB Expiration Date: 03/31/2019

OMB Burden Minutes: 30

OMB Burden Statement

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Exhibit A - Pricing Page for WorkForce West Virginia Banking Services

5/5/2023 Revised

	Unit of Measure	Monthly Est. Qty	Unit Rate Per Item	Monthly Cost = Quantity X Rate per Item	Total Annual Cost = Monthly Cost X 12
4.1.3 Banking Services for six (6) Benefit Accounts					
1. Price per draft presented, edited, and paid	Per Draft		\$ 0.10	\$	\$
2. Stop payment per draft	Per Draft		\$ 5.00	\$	\$
3. Daily Balance/Reporting On-line	Service Fee		\$ 25.00	\$	\$
4. Daily Reconciliation and Exception Report	Service Fee		\$ 25.00	\$	\$
5. Other <i>(Note: Check-Imaging Cd ROM.)</i>	Per Draft		\$ 0.10	\$	\$
6. Total for Benefit Accounts					\$
4.1.5 Banking Services for two (2) Clearing Accounts					
7. Price per draft presented, edited and paid	Per Draft		\$ 0.25	\$	\$
8. Price per Deposit associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis	Per Deposit		\$ 0.25	\$	\$
9. Price per CCD+ Addendum file accepted from TPA's Files and Deposits in Clearing Account A to be received on a quarterly basis.	Per File		\$ 100.00	\$	\$
10. Price per CCD+ Addendum file from TPA's balanced to deposit, and information transmitted to WorkForce West Virginia. Files and deposits in Clearing Account A to be received on a quarterly basis.	Per File		\$ 100.00	\$	\$
11. Price per draft for ACH debits and debit blocks.	Per Draft		\$ 0.20	\$	\$
12. Price for Authorized ACH Company ID.	Flat Monthly Fee		\$ 25.00	\$	\$
13. Price for ACH Debits Received.	Flat Monthly Fee		\$ 150.00	\$	\$
14. Daily Balance/Reporting On-line	Service Fee		\$ 25.00	\$	\$
15. Total for Clearing Account					\$
Earnings Credit Rate Reduction					
16. Earnings Credit Rate Reduction for both Benefit and Clearing Accounts.	Percent		\$ 0.012500000	Monthly Amount	Monthly Amount X 12 = Total Annual Cost
FDIC Deposit Insurance Fund					
17. FDIC Deposit Insurance Fund (DIF) for both Benefit and Clearing Accounts <i>(Note: FDIC Fee to be assessed to qualifying accounts at the standard published monthly rate. EXAMPLE: 9.1333% per \$1,000 on average ledger balances.)</i>	Rate		\$ 0.0001465	Monthly Cost = Quantity X Rate per Item	Total Annual Cost = Monthly Cost X 12
Daily Armored Car/Courier Service					
18. Daily Armored Car/Courier Service <i>(See Section 4.1.6.2 of RFO for pickup location.)</i>	Flat Daily Rate		\$0.00		
4.1.6.1. Remote Deposit Check Processing Service					
19. Remote Deposit Check Processing Equipment	Flat Fee				\$ 817.00
20. Remote Deposit Check Processing Software	Flat Fee				\$0.00
21. Remote Deposit Check Maintenance Contract	Flat Fee				\$ 225.00
GRAND TOTAL					
<i>(Note: Add lines six (6); line fifteen (15); and line sixteen (16); line seventeen (17); line eighteen (18); line nineteen (19); twenty (20); and line twenty-one (21).</i>					

VENDOR IS REQUIRED TO ENTER THEIR TOTAL COST IN WVOASIS PRICING SECTION COMMODITY LINE A. IN ADDITION, VENDOR MUST ALSO SUBMIT THE EXHIBIT "A" PRICING PAGES PER THE DIRECTIONS IN SECTION 5.2 OF THE SPECIFICATIONS.

(NOTES VENDOR SHOULD BE AWARE OF: (1) WorkForce West Virginia supplies its own check drafts. (2) Costs/charges not specifically identified above will not be allowable. The above list contains all items for which the successful vendor will be permitted to charge under any resulting Purchase Order. (3) Attachments A & B are for example only showing what information the successful vendor will submit to the agency so that the agency will be in compliance with the reporting requirements from the Department of Labor.)