



RECEIVED  
2019 MAR 15 AM 11:35  
WV PURCHASING  
DIVISION

March 14, 2019

Michelle L. Childers  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

RE: CRFQ 0323 WWV1900000004

Ms. Childers,

United Bank welcomes the opportunity to submit the attached response to CFFQ1900000004. As detailed within the attached response, United Bank can provide the required banking services. Moreover, all required services will be performed and coordinated from United Bank's primary Operations Center located at 122 Hills Plaza, Charleston, WV 25312.

Please do not hesitate to contact me at 304.348.8396 or [Larry.Salyers@bankwithunited.com](mailto:Larry.Salyers@bankwithunited.com) should you have questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Larry Salyers', with a long horizontal flourish extending to the right.

Larry Salyers, CTP  
Senior Vice President

**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.

Larry Salyers, SUP  
(Name, Title)  
Larry Salyers, SUP  
(Printed Name and Title)  
500 Virginia Street, East Charleston, WV  
(Address)  
304-348-8396 Fx 304-348-8327  
(Phone Number) / (Fax Number)  
larry.salyers@bankwithunited.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

**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 checked="" 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.

United Bank  
Company

[Signature]  
Authorized Signature

3/15/2019  
Date

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



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

State of West Virginia  
 Request for Quotation  
 14 - Financial

Proc Folder: 550389

Doc Description: Addendum 2 - Banking services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-08	2019-03-15 13:30:00	CRFQ 0323 WWV1900000004	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

*Unite D Bank  
 500 Virginia Street, East  
 Charleston, WV 25301 FEIN 54-1071198*

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X *AT Daly* FEIN # *54-1071198* DATE *3/15/2019*

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

**ADDITIONAL INFORMATION:**

## Addendum

Addendum No. 2 issued to for the following:

1. To publish the vendor questions and agency answers.
2. To publish and attach revised specifications, Exhibit A Pricing Page, and Exhibit B.
3. To modify the bid opening date to March 15, 2019 at 1:30 PM EST.

End of Addendum

\*\*\*\*\*

## Request for Quotation

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 Assistance Act, Alternate Trade Adjustment Assistance Act, and other special funds.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Banking Services				

Comm Code	Manufacturer	Specification	Model #
84121500			

**Extended Description :**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

WWV1900000004	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 2 - Banking services	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## Exhibit A - Pricing Page for WorkForce West Virginia Banking Services REVISED FOR ADDENDUM 2

(Note: All quantities are estimates.)

3/06/2019 Revised

	Unit of Measure	Unit Cost	Monthly Est. Qty	Month per Year	Extended Cost
<b>3.1.1 Banking Services for six (6) Benefit Accounts</b>					
1. Price per draft presented, edited, and paid <i>(Note: Estimated at 60,000 per calendar year.)</i>	Per Draft	0.25	5,000	12	15000.000
2. Stop payment per draft <i>(Note: Estimated at 360 per calendar year.)</i>	Per Draft	0.05	30	12	18.000
3. Daily Balance/Reporting On-line	Service Fee	18	21	12	4536.000
4. Daily Reconciliation and Exception Report	Service Fee	12	21	12	3024.000
5. Other <i>(Note: Check-Imaging Cd ROM.)</i>	Per Draft	0.005	5,000	12	300.000
6. Total for Benefit Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add lines one (1) through five (5).)</i>					22878.000
7. Earnings Credit <i>(Note: Average ledger balance estimated at 1,350,000 per month.)</i> <b>*Vendor must enter rate as a decimal*</b> <b>Example: 3.5% entered in cell as .035.</b>	Percent/Rate	0.01	1,350,000	1	13500.000
8. Total for Benefit Accounts after Earning Credit Rate Reduction <i>(Line six (6) minus line seven (7).)</i>					9378.000
<b>3.1.3. Banking Services for two (2) Clearing Accounts</b>					
9. Price per draft presented, edited and paid <i>(Note: Deposits are made on a Daily Basis estimated to be 87,000 per calendar year.)</i>	Per Draft	0.15	7,250	12	13050.000
10. Price per Deposit/Item associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis <i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>	Per Deposit/Item	0.25	200	12	600.000
11. Price per CCD+ Addendum file accepted from TPA's Files and Deposits in Clearing Account A to be received on a quarterly basis. <i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>	Per File	62	2	12	1488.000
12. 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. <i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>	Per File	62	2	12	1488.000
13. Price per draft for ACH debits and debit blocks.	Per File	0.08	7,250	12	6960.000

14. Price for Authorized ACH Company ID.	Flat Fee	10	1	12	120.000
15. Price for ACH Debits Received.	Flat Fee	0	1	12	0.000
16. Daily Balance/Reporting On-line	Service Fee	5	21	12	1260.000
17. Total for Clearing Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add line nine (9) through sixteen (16).)</i>					24966.000
18. Earnings Credit <i>(Note: Average ledger balance estimated at 1,670,000 per month.)</i> <i>*Vendor must enter rate as a decimal*</i> <i>Example: 3.5% entered in cell as .035.</i>	Percent/Rate	0.01	1,670,000	1	16700.000
19. Total for Clearing Accounts after Earnings Credit Rate Reduction <i>(Note: Line seventeen (17) minus line eighteen (18).)</i>					8266.000
20. FDIC Deposit Insurance Fund (DIF) <i>(Note: Average ledger balance estimated at 3,020,000 per month.)</i> <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	0.000588	3,020,000	1	1775.760
21. Earnings Credit <i>(Note: Average ledger balance estimated at 3,017,118 per month.)</i> <i>*Vendor must enter rate as a decimal*</i> <i>Example: 3.5% entered in cell as .035.</i>	Percent/Rate	0	3,017,118	1	0.000
22. Total FDIC for both Benefit and Clearing Accounts after Earnings Credit Rate Reduction. <i>(Note: Line twenty (20) minus line twenty-one (21).)</i>					1775.760
23. Daily Armored Car/Courier Service <i>(See Section 3.1.4.1 of RFQ for pickup location and time.)</i>	Flat Daily Rate	32	22	12	8448.000
<b>GRAND TOTAL</b> <i>(Note: Add lines eight (8); line nineteen (19); and line twenty-two (22); and line twenty-three (23)).</i>					27867.760

**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 4.2 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.)**



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWW1900000004**

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(Check the box next to each addendum received)

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| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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United Bank  
Company

  
Authorized Signature

3/15/19  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 14 - Financial

Proc Folder: 550389

Doc Description: Banking services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-21	2019-03-07 13:30:00	CRFQ 0323 WWV1900000004	1

**BID RECEIVING LOCATION**

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


**VENDOR**

Vendor Name, Address and Telephone Number:

*United Bank  
 500 Virginia Street, East  
 Charleston, WV 25301*

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X  FEIN # *54-1071198* DATE *3/15/2019*

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

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 Assistance Act, Alternate Trade Adjustment Assistance Act, and other special funds.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Banking Services				

Comm Code	Manufacturer	Specification	Model #
84121500			

**Extended Description :**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

WWV1900000004	<b>Document Phase</b> Final	<b>Document Description</b> Banking services	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 14 - Financial

Proc Folder: 550389

Doc Description: Addendum 1 - Banking services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-04	2019-03-13 13:30:00	CRFQ 0323 WWV1900000004	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

*United Bank  
 500 Virginia Street, East  
 Charleston, WV 25301*

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X *[Handwritten Signature]* FEIN # *54-1071198* DATE *3/15/2019*  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum  
Addendum No. 1 issued to modify the bid opening date to March 13, 2019 at 1:30 PM to allow the agency more time to answer vendor questions.  
End of Addendum  
\*\*\*\*\*

**Request for Quotation**

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 Assistance Act, Alternate Trade Adjustment Assistance Act, and other special funds.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US		OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Banking Services				

Comm Code	Manufacturer	Specification	Model #
84121500			

**Extended Description :**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

WWV1900000004	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1 - Banking services	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **SPECIFICATIONS**

**CRFQ 0323 WWV 1900000004**

### **UNITED BANK RESPONSE**

**PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WorkForce West Virginia (“WFWV”) to establish an open-end contract for banking services for benefits 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, and other special funds.

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

#### **GENERAL REQUIREMENTS:**

3.1.1 The financial institution must provide WFWV with the following benefits accounts.

- 3.1.1.1 Unemployment Compensation Payment Account to be used to pay Unemployment Benefits to claimants
- 3.1.1.2 Trade Readjustment Account used to pay claimant that are affected by Foreign Competition
- 3.1.1.3 Disaster Unemployment Act account used to pay claimants that are unemployed due to a type of disaster
- 3.1.1.4 Special Account used to pay for court costs for appeals and other costs not associated with benefits payments. Funding for this account comes from a transfer from the Unemployment Compensation Clearing Account A
- 3.1.1.5 Trade Readjustment Assistance Act account to pay participants registered in the training program.
- 3.1.1.6 Alternate Trade Adjustment Assistance account to pay participant registered in the Trade Adjustment Assistance Program that are over the age of 55.

#### **UNITED BANK WILL PROVIDE THE REQUIRED ACCOUNTS**

3.1.2 The financial institution must provide WFWV with the following services for the benefits accounts shown in 3.1.1.

- 3.1.2.1 The financial institution must provide WFWV with online access to all accounts. WFWV must have the ability to view account balances and activity, transfer funds between accounts, issue stop payments, and receive ACH payments.



3.1.2.2 WFWV will send a report electronically by 8 PM EST Monday through Friday containing all checks written against the account on a daily basis. On a daily basis, the financial institution must provide WFWV a report listing, if any, exceptions of checks that do not match the electronic file. The report should be submitted to WFWV by 11:00 AM EST on a daily basis. WFWV will respond to any exceptions by 12:00 PM EST, or within one hour of receipt of the exceptions report, the default will be to honor those exceptions. However, WFWV reserves the right to alter 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.

**UNITED BANK WILL COMPLY WITH THIS REQUIREMENT TO RECEIVE A CHECK ISSUES FILE FROM WFWV. UNITED BANK WILL PROVIDE WFWV SECURE ACCESS TO IT'S BUSINESS ELECTRONIC BANKING TREASURY INTERFACE IN ORDER TO REVIEW AND DECISION ALL EXCEPTION CHECKS EACH BUSINESS DAY WITHIN THE REQUIRED TIME-FRAME.**

3.1.2.3 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 financial institution by WFWV prior to delivery. The checks will be listed in groups of one hundred items with the subtotals as well as the grand totals at the end of the listing. Also, the financial institution must provide online access of the imaged copies of all checks cleared or via CD Rom if online access is not available. All items required by this paragraph must be provided by the ninth calendar day of the month following said checks are paid. Management Information Systems (MIS) Division reserves the right to accept or reject electronic 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 the corrected file.

**UNITED BANK WILL PROVIDE AUTHORIZED WFWV STAFF SECURE ACCESS TO FULL ACCOUNT RECONCILIATION FILES VIA IT'S BUSINESS ELECTRONIC BANKING TREASURY INTERFACE WITHIN THE REQUIRED TIME-FRAME.**

3.1.2.4 The financial institution is not required to sort in numeric order and deliver to WFWV all checks paid on each account. Check, instead, will be destroyed after 45 days.

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.2.5 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 requirement will be calculated in accordance with FDIC regulations [Codified at 12 C.F.R., 204.4] and furnished to WFWV and will be subject to verifications by WFWV. The earnings credit will be calculated by the financial institution and will be subject to verification by WFWV.

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.2.6 Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8413, for the Benefit Payment Account attached hereto as "Attachment A" and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The institution agrees to provide the required analysis by no later than the 15<sup>th</sup> calendar day of the subsequent month. In the event the 15<sup>th</sup> calendar day of the month falls on a weekend, the institution agrees to provide the analysis on the preceding Friday. On the form ETA 8413, the financial institution will provide FDIC cost for Line 16 Other costs. Line 17 and 18 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 Page, (Exhibit A).

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.2.7 The financial institution must allow WFWV the right to open up to four (4) additional accounts in the event the Department of Labor would start a new program that necessitates segregating in separate outside accounts.

**UNITED BANK WILL COMPLY WITH THIS SECTION. AUTHORIZED WFWV STAFF WILL BE PROVIDED SECURE ACCESS TO UNITED BANK'S SECURE ELECTRONIC BUSINESS BANKING INTERFACE IN ORDER TO VIEW ALL ACTIVITY, VIEW AND DECISION ALL POSITIVE PAY EXCEPTION ITEMS, DOWNLOAD A VARIETY OF REPORTS INCLUDING MONTH-END FULL OR PARTIAL RECONCILEMENT FILES WITHIN THE REQUIRED TIME-FRAME.**

3.1.3 The financial institution must provide WFWV with the following clearing accounts.

3.1.3.1 Clearing Account A – Funds flowing in this account will be the employer contributions to the unemployment compensation system and checks written for employer refunds.

3.1.3.2 Clearing Account B – This special clearing account will be established for the same-day processing of federal monies. No checks will be written on this account.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4 The financial institution must provide WFWV with the following services for the clearing accounts listed in 3.1.3.

3.1.4.1 The financial institution must provide daily armored/car/courier services for transporting of all deposits from WorkForce West Virginia located at 1900 Kanawha Blvd., East, Building 3, 4<sup>th</sup> Floor, Charleston, WV by 3:00 PM EST to their location.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.2 The financial institution will credit WFWV for all deposits on the financial institution's ledger on the same day that the deposit is delivered.

## **UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.3 The financial institution, by 10.30 AM, EST on the day following the deposit pick-up will; (1) process the deposit checks through the proof WFWV and sort such deposits checks by zero, one, and two-day clearing times; and (2) provide WFWV 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 Assistant Director of FAM, Accounting Section and his designee(s) for all benefit and clearing accounts. WFWV will be responsible for determining the amount of transfer to the trust funds from Clearing Account A. Said transfer will be made in increments of one hundred dollars. As promulgated by State Code, 21 A-8-S which states Clearing Account: upon the receipt of payments and other moneys payable into the clearing account fund under this chapter, shall be immediately in the clearing account.

## **UNITED BANK WILL COMPLY WITH THIS SECTION. AMONG OTHER SERVICES PROVIDED, PRIOR TO 10:30 AM EACH BUSINESS DAY DESIGNATED WFWV REPRESENTATIVES WILL RECEIVE A SECURE EMAIL COMMUNICATION INCLUDING THE OPENING AND CLOSING AVAILABLE BALANCES FOR THE REQUIRED ACCOUNTS.**

3.1.4.4 The financial institution will debit or credit to the account any insufficient funds checks and deposit errors and will return items with associated debit and credit slips to WFWV by messenger by 3:00 PM EST each day.

## **UNITED BANK WILL COMPLY WITH THIS SECTION BY PROVIDING AUTHORIZED WFWV STAFF THE REQUIRED NOTIFICATIONS ELECTRONICALLY EACH BUSINESS DAY.**

3.1.4.5 The financial institution must receive and accept ACH 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.

## **UNITED BANK WILL PROVIDE AUTHORIZED WFWV STAFF SECURE ACCESS TO ALL TRANSLATED ACH ADDENDUM RECORD INFORMATION VIA OUR BUSINESS ELECTRONIC BANKING TREASURY INTERFACE.**

3.1.4.6 The financial institution must provide WFWV online 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 payments.

**UNITED BANK WILL PROVIDE AUTHORIZED WFWV STAFF SECURE ACCESS TO OUR BUSINESS ELECTRONIC BANKING TREASURY INTERFACE. ALL REQUIRED INFORMATION AND FUNCTIONALITY WILL BE AVAILABLE TO WFWV.**

3.1.4.7 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.

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.8 Each month, the financial institution must the information necessary for WFWV to complete the United States Department of Labor Form ETA 8414, for the Clearing Account A, attached hereto as "Attachment B", and will compare the compensable services charges (Expense Analysis) with the institutions total interest earnings (Income Analysis). The financial institution agrees to supply the required information no later than the 15<sup>th</sup> calendar day of the subsequent month. In the event the 15<sup>th</sup> calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the for ETA 8414 the financial institution will provide FDIC cost for line 16 Other Costs. Lines 17 and 18 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 services charges allowable shall be the charge quoted in the attached Pricing Page (Exhibit A).

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.9 The financial institution must only charge a single fee for ACH credits, which includes the associated addenda records. Therefore, an ACH credit with one addendum record would be charged the same fee as an ACH credit with multiple addenda records. 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).

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.10 The financial institution must not charge for ACH items originating from the WV Treasurer identified as Company ID 1556000814.

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.11 The financial institution will charge a fee for ACH debits and debit blocks.

**UNITED BANK WILL COMPLY WITH THIS SECTION**

3.1.4.12 The financial institution shall agree that the highest daily ledger balance or the highest daily, whichever is greater, in all accounts less the federally insured amount of \$250,000 or the current prevailing amount or the corresponding month of the preceding year will be collateralized so that such amount is never greater than 102% of the market value of

collateralization. The collateral shall be equal to the sum of all account balances of WFWV. The determination of the initial collateralization will be a function of the daily ledger balance or the highest deposit; whichever is greater, for the corresponding month of the preceding year. According to West Virginia Code 5A-3-(8) <http://wwwlegis.state.wv.us/WVCODE/Code.cfm> 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 of 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 to the Executive Director for consideration.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

- 3.1.4.13 Withdrawal of substitution of any collateral pledges as security may be permitted with the approval of the West Virginia State Treasurer. Chapter 12, Article 1, Section 4 of the West Virginia code states, "All pledge securities must be delivered to the safekeeping agent designated by the State Treasurer Office.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

- 3.1.4.14 Acceptable forms of collateral must be in accordance with those provided in the Collateral Policy and Procedures Manual of 2016 as provided by the Office of West Virginia State Treasurer.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION**

- 3.1.4.15 The financial institution must have the capacity of receiving and transmitting monies by wire. Said monies received by the financial institution will be considered immediately collectable and available for transfer.

#### **UNITED BANK WILL COMPLY WITH THIS SECTION. AUTHORIZED WFWV STAFF WILL INITIATE WIRE TRANSFERS VIA OUR SECURE ELECTRONIC BUSINESS BANKING INTERFACE IN A DUAL APPROVAL, MULTI-FACTOR ENVIRONMENT.**

- 3.1.5 The Financial Institution must provide WFWV with data transmission solutions that meet WFWV's requirements which do the following.

3.1.5.1 Data File Transmission – provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.

3.1.5.2 Security Design and Safeguard Features – Include design features that safeguard against fraud, abuse, and waste.

3.1.5.3 Right of Privacy Clients – Protect the right of privacy of all WFWV clients

3.1.5.4 Use of Tested State-of-the-Art Techniques – Use tried and State-of-the-Art techniques as opposed to untested technology that may or may not be successful.

The financial institution will 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 Record layout below:

Record Code	X (1)
“C” for checks written	
“V” for checks voided	
Account number	9 (10)
Check Number	9 (10)
Check Amount	9 (8) V99

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	8.2 (000000000.00)
Clear Date	Numeric	8

**UNITED BANK WILL COMPLY WITH ALL REQUIREMENTS OF THIS SECTION**  
**3.1.5**

3.1.6 The successful vendor will be completely responsible for implementation and the transition from the current banking system. This section details specifics of the tasks involved.

3.1.6.1 The vendor will provide a walk-through immediately after the bid is awarded and will identify, in writing, necessary changes to WFWV’s current banking operations.

3.1.6.2 The vendor will provide one-time on-site training of eight (8) hours at 1900 Kanawha Blvd, East, Building 3, 4<sup>th</sup> Floor, Charleston, WV for a maximum of 20 people on the usage of required online banking services and transmissions of files at no additional cost to WFWV.

3.1.6.3 WFWV will be responsible for making networking changes deemed necessary and agreed upon by WFWV.

3.1.6.4 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.

### **UNITED BANK WILL COMPLY WITH THIS SECTION 3.1.6**

- 3.1.7 The vendor will be responsible for testing all aspects of the new banking system prior to implementation. All test results will be documented in writing by the financial institution and will be verified and accepted by WFWV.
- 3.1.7.1 Testing will minimally consist of the following:
    - 1. Transmission of electronic files to and from the vendor and WFWV.
    - 2. Online activities to test transactions.
    - 3. Connectivity tests (i.e. password access, data lines, etc.)
  - 3.1.7.2 Test results will be documented in writing, presented to WFWV for review and subject to their written approval.
  - 3.1.7.3 The vendor must provide service coverage during the hours 9:00 AM to 5:00 PM EST
  - 3.1.7.4 The vendor must two (2) hour call back during regular business hours of 9:00 AM - 5:00 PM EST.
  - 3.1.7.5 The vendor must establish a primary operating facility at a single site through the use of existing facilities, expansion of facilities or acquisition of a new facility.
  - 3.1.7.6 Unless herein specifically provided otherwise, the vendor must ensure required monthly reports must be received by WFWV by the 15<sup>th</sup> 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 15<sup>th</sup>. In the event the 15<sup>th</sup> calendar of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.

### **UNITED BANK WILL COMPLY WITH THIS SECTION 3.1.7**

- 3.1.8 The vendor must provide the following mandatory requirements.
- 3.1.8.1 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.
  - 3.1.8.2 The financial institution shall implement any FDIC Depositors Insurance fee at the prevailing current published rate and charge through monthly analysis of qualifying accounts.
  - 3.1.8.3 The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.
  - 3.1.8.4 The financial institution must conform to National Automated Clearing House Association (NACHA) rules.
  - 3.1.8.5 The financial institution must comply with all Federal and State Banking Regulations.

3.1.8.6 The State shall have full and free use of all systems, products, and deliverables supplied by Purchase Order resulting from this CRFQ.

3.1.8.7 WorkForce West Virginia will supply their own check drafts.

3.1.8.8 Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard Published monthly rate.

**UNITED BANK WILL COMPLY WITH THIS SECTION 3.1.8**

**11. MISCELLANEOUS**

**11.1 Contract Manager:**

**CONTRACT MANAGER:** Larry Salyers, CTP, Senior Vice President

**TELEPHONE NUMBER:** 304-348-8396

**MOBILE NUMBER:** 304-687-8988

**FAX NUMBER:** 304-348-8327

**EMAIL ADDRESS:** [Larry.Salyers@bankwithunited.com](mailto:Larry.Salyers@bankwithunited.com)



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

**8. Application is made for reciprocal preference.**

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: United Bank

Signed: 

Date: March 15, 2019

Title: Senior Vice President

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: United Bank

Authorized Signature: [Signature] Date: 3/15/19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of March, 2019.

My Commission expires Sept. 24, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]