



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

State of West Virginia  
 Request for Quotation  
 14 – Financial

Proc Folder: 606009

Doc Description: ADDENDUM 3

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-26	2019-09-04 13:30:00	CRFQ 0323 WWW2000000002	4

**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:

BB&T  
 300 Summers St., Charleston WV 25301  
 304-348-7078 / 304-348-1185 fax

RECEIVED

2019 AUG 30 PM 1:58

WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Dusty J Smith  
 (304) 558-2063  
 dusty.j.smith@wv.gov

Signature X

*Michael Hobbsclaw, SVP*

FEIN # 56-1074313

DATE 08/30/2019

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

**ADDITIONAL INFORMATION:**

ADDENDUM 3 ISSUED FOR THE FOLLOWING REASON:

TO PROVIDE ANSWERS TO VENDORS QUESTIONS.  
OPENING REMIANS ON WEDNESDAY, SEPTEMBER 4TH AT 1:30PM EST.

NO OTHER CHANGES

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's submitting electronically thru OASIS should enter the total bid amount from the Exhibit A Pricing Page into the Commodity line of OASIS. Vendor should fil out the Attached Exhibit A Pricing Page and submit with their bid.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Questions 4pm	2019-08-13

Dusty Smith, Buyer  
Department of Administration,  
Purchasing Division  
2019 Washington St, East  
Charleston, WV 25305-0130



# Workforce West Virginia Banking Services

CRFQ WWV 20000000002

September 4, 2019

Presented by:

## ***BB&T***

Michael Holtsclaw  
Senior Vice President  
Business Deposits Officer  
[mholtsclaw@bbandt.com](mailto:mholtsclaw@bbandt.com)

304-348-7078

304-348-1185 fax

**SEALED BID:** Banking Services

**BUYER:** Dusty Smith

**SOLICITATION NO.:** CRFQ WWV20000000002

**BID OPENING DATE:** September 4, 2019

**BID OPENING TIME:** 1:30pm

WWV2000000002	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 3 Banking services	<b>Page 3</b> <b>of 3</b>
---------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**August 23, 2019**

**WV State Purchasing Division  
1900 Kanawha Blvd  
Charleston, WV 25304**

**Dear Purchasing:**

Thank you for the opportunity to provide Workforce WV a Deposit solution that meets the objectives to achieve the most efficient, low cost, and productive processing services available. In this proposal you will find the processes and resources to provide a high quality array of transaction processing. The solutions proposed are designed to minimize operating costs and bank fees, safeguard assets, utilize available technology, and provide maximum flexibility in the management of day-to-day operations. We have worked to deliver solutions that meet the many needs defined in the proposal and in a manner that provides all of the background tools and related fees delivered in the line items provided on the Cost Sheet. Utilizing the data provided, we have adjusted and enhanced the pricing to ensure that the services desired include all the line item costs associated with the service to provide a robust reporting and secure banking experience. We have provided an updated structure to enhance and deliver a total deposit solution to meet your needs, one that will provide fair pricing for the services used today. Per the requirements of the RFP and the structure presented in the separate pricing pages; we have provided low cost of banking services, delivering on the increasing need for electronic payment delivery. We will provide detailed reporting and deliver electronic files on a per item basis as desired.

BB&T is well positioned to meet the requirements put forth by this RFP and we are committed to continuing the strong relationship with WFWV by providing high quality, efficient banking services at very competitive prices. We are committed to providing the solutions that meet and exceed your current needs and expectations, with every intention to evolve and be your partner as the areas of Cash Management and Collection speed thru time. Our goal is to assist you in utilizing the technology available today and into the future. We propose to provide

these services cost efficiently by delivering multiple banking service lines into the pricing lines provided on Exhibit A-Pricing, each item processed will be counted in the lines to deliver a host of services that improve the overall banking experience and deliver the requested reporting and features detailed in the RFP.

BB&T has, and will, commit the highest level of service; we will provide, in state, dedicated personnel as support. Our WV Government Team located in Charleston, WV will be available to support and interact with all associates and provide access to the highest level of service and support.

With Kindest Regards,

*Michael Holtsclaw, SVP*

**Michael Holtsclaw**  
**Senior Vice President**  
**BB&T**

**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.

Michael Holtsclaw, SENIOR VICE PRESIDENT  
(Name, Title)  
Michael Holtsclaw  
(Printed Name and Title)  
300 Summers St., Charleston WV 25301  
(Address)  
304-348-7078/304-348-1185 fax  
(Phone Number) / (Fax Number)  
mholtsclaw@bbandt.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.

BB&T

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

Michael Holtsclaw, SENIOR VICE PRESIDENT  
(Authorized Signature) (Representative Name, Title)

Michael Holtsclaw, Senior Vice President  
(Printed Name and Title of Authorized Representative)

8/19/2019  
(Date)

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWW200000001**

**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 checked="" 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.

BB&T

Company

Michael Hottel

Authorized Signature

8/28/2019

Date

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



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 Assistance 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 of refunds for overpayments and one account is for the receipt and transfer of other federal monies.

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 "EST" means Eastern Standard Time.
- 2.8 "FDIC" means Federal Deposit Insurance Corporation.

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

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

**3. GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 The financial institution must provide WFWV with the following benefit 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 claimants 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 (i.e. Business was flooded).
- 3.1.1.4** 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 Gearing Account A
- 3.1.1.5** Trade Adjustment Assistance Act account to pay participants registered in the training program.
- 3.1.1.6** Alternate Trade Adjustment Assistance account to pay participants registered in the Trade Adjustment Assistance Program that are over the age of 55.

*BB&T will provide the Benefit accounts listed in section 3.1.1.*

**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 account activity, transfer funds between accounts, issue stop payments, and receive ACH payments.  
*BB&T will provide the On Line access using our Cash Manager On Line (CMOL) product.*

- 3.1.2.2** WFWV will send a report electronically by 8 PM EST 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

**REQUEST FOR QUOTATION**  
**WorkForce West Virginia Banking Services**

---

match the electronic file if any exist. The report should be submitted to WFWV by 11AM EST daily. WFWV will respond to any exceptions by 12 PM EST, or within one hour of receipt of the exception report, the "default" will be to 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.

***BB&T will provide notification and will set the default to pay. Responses by 2 p.m. will be honored to return the item using the electronic portal.***

**3.1.23** 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 online 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, to be delivered within 15 days on CD ROM or other agreed upon media. 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 Systems (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 or CD ROM **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.*

***BB&T can provide the information, CD and format requested above.***

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**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. Checks, instead, will be destroyed after 45 calendar days.  
***BB&T will destroy items after each statement cycle and retain access to images of the items in CMOL and provide the CD as requested.***

**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 rate will be calculated by the institution and will be subject to verification by WFWV.

***BB&T will provide the detail as requested in the format required to meet the requirements of Attachment A and B specifically.***

**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 financial institution agrees to supply the required information 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 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 16 Other Costs. Lines 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).

***BB&T will provide fees on the lines provided in the contract. Multiple services make up the product delivered to WFWV and BB&T will review and combine the necessary lines and deliver the pricing at the rate shown on the attached cost sheet.***

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**3.1.2.7** 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.  
***BB&T will allow additional accounts to be added at the same rates as currently provided.***

**3.13 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 will be 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.

***BB&T will provide the accounts as listed above-3.1.3.***

**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, 4th Floor, Charleston, WV by 3:00 PM EST to their location.

***BB&T will direct a courier service to the State location daily for pickup of deposits. These services will be billed at the daily rate disclosed on the attached pricing page.***

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

~~3.1.42~~ The financial institution will credit WFWV for all deposits on the financial institution's ledger on the same day that the deposit is delivered.  
***BB&T will credit all deposits made during banking hours as same (current) day deposits.***

**3.1.43** The financial institution, by 10:30 AM, EST 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 Assistant Director of FAM, Accounting Section and his 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 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 clearing account fund under this chapter, shall immediately be deposited in the clearing account.

<http://www.legis.state.wv.us/wvcode/Code.cfm?chap=21a&art=8#08>

Note: The agency will not consider scanning of checks to be deposited due to limited staff. WFWV may deposit cash in the vault as well as checks. The amount of checks deposited is approximately 3,339. WFWV estimates that 50 returned deposit items occur in any given month. Please note that WFWV does not re-deposit returned items.

***BB&T will provide the services as described.***

**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 or through utilizing an on-line service or secure email.

***BB&T will provide the delivery of the information daily via secure email.***

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**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 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 5 TPAs per month which reflects approximately 1,900 deposits per month.*

***BB&T will provide the TPA services, fees for individual items in each file and per file costs will be charged as detailed in the cost sheet***

**3.1.4.6** The financial institution must provide WFWV with 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. The agency does utilize both current day and prior day reporting. ***BB&T will provide access to an in-house administrator and provide unlimited users access to the data using our Cash Manager On Line product.***

**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  
***BB&T will provide the monthly Account Analysis in the format requested by WFWV detailing only the lines required that match the billed units and cost per the attached pricing.***



REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**3.1.4.8** 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 Clearing Account A, attached hereto as "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 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 form 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 service charges allowable shall be the charge quoted in the attached Pricing Page (Exhibit A).

***BB&T will provide the monthly report in the format requested by WFWV detailing only the lines required that match the billed units and cost per the attached pricing.***

**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 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 WorkForce. 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).

***BB&T will charge per deposit for each credit presented regardless of the items in the credit/deposit, this will be added to the pricing of Line 9, and counted like any draft deposited.***

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**3.1.4.10** The financial institution must not charge for ACH items originating from the WV Treasurer identified as Company ID 1556000814. *Note: The agency estimates that approximately 50 ACH items occur per month.*

***BB&T will not charge for the daily WV STO Transfers.***

**3.1.4.11** The financial institution will charge a fee for ACH debits and debit blocks. The agency utilizes ACH debit block to filter ACH.

***Debit Block filter service will be provided and a fee charged monthly (Cost sheet line 13, 14).***

**3.1.4.12** The financial institution shall agree that the highest daily ledger balance or the highest daily deposit, whichever is greater, in all accounts less the federally insured amount of \$250,000.00 or the current prevailing amount or the corresponding month of the preceding year will be collateralized so that 9Jch amount is never greater than 102% of the market value of collateralization. The collateral shall be equal to the 9Jm of all account balances for 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 State Code 5 A-3-4-(8) <http://code.wvlegislature.gov/5A-3-4/> 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 judgment, if circumstances beyond the Control of the financial institution caused the collateral deficiency. Any such circumstances must be

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

documented in writing and submitted to the Executive Director for consideration.

***BB&T will provide collateral per State Code.***

- 3.1.4.13** Withdrawal or 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, "If pledge securities must be delivered to the safekeeping agent designated by the State Treasurer Office."

***BB&T understands and will follow release procedures.***

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

<http://www.wtreasury.com/Patalsw/treasury/content/Banking/Accounting/Collateral/PolicyarrlProcaj.reHnxllxx:k.PIF>

***BB&T understands and will follow release procedures.***

- 3.1.4.15** 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: WF 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.

***BB&T will comply with this wire structure request and provide access via our CMOL product.***

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

**3.15.1** Data File Transmittal- provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.

**3.1.52** Security Design and Safeguard Features - Include design features that safeguard against fraud abuse and waste.

**REQUEST FOR QUOTATION**  
**WorkForce West Virginia Banking Services**

---

**3.1.5.3** Right of Privacy of Clients-Protect the right of privacy of all WFWV clients.

**3.1.5.4** 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.

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:

Record Code	X(1)
"C"forchecks 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 reconcilment transmittal:

Field	Data Type	Size
Check Number	Numeric	7
Amount	Numeric	8.2 (000000000.00)
Clear Date	Numeric	8

**BB&T will provide proven products and services to meet the required needs of 3.1.5.**

## REQUEST FOR QUOTATION

**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 perform a walk-through-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 consisting of eight (8) hours at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV for a maximum of twenty (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.

***BB&T will comply with all aspects of 3.1.6 and subsections.***

**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 subject to acceptance 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. On line 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 of 9:00 AM to 5:00 PM EST Monday through Friday

**3.1.7.4** The vendor must provide 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 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.

## REQUEST FOR QUOTATION

- 3.1.7.6** Unless herein specifically provided otherwise, the vendor must ensure that all 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 15th. 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.

***BB&T will comply with all aspects of 3.1.7 and subsections. Meetings related to services and an update will be held if desired, as incumbent little transition will be required. BB&T will provide the monthly reports.***

- 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.

***BB&T will provide see appendix***

## REQUEST FOR QUOTATION

### Work.Force West Virginia Banking Services

---

- 3.1.8.2** 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.  
***See illustrated rate on cost sheet, this will be billed each month in arrears.***
- 3.1.8.3** The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.  
***BB&T has and will provide.***
- 3.1.8.4** The financial institution must conform to National Automated Clearing House Association (NACHA) rules.  
***BB&T does meet this standard.***
- 3.1.8.5** The financial institution must comply with all Federal and State Banking Regulations.  
***BB&T will comply.***
- 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.  
***Access to systems will not have any limits on use or access related to number of units or users.***
- 3.1.8.7** Workforce West Virginia will supply their own check drafts as well as print their own checks.  
***Understood, BB&T can order these items and can bill separately outside of the listed contract pricing should this be desired.***
- 3.1.8.8** Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard published monthly rate.  
***BB&T will provide monthly as part of the analysis invoicing at the listed rate.***

## REQUEST FOR QUOTATION

### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the financial institution that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Exhibit A.

**4.1.1** 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.**



REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

- 4.2 Pricing Pages:** Vendor must complete and submit with their bid response Exhibit "A" (Pricing Pages) in its entirety as failure -to do so may result in their bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. **The vendor must also put their Total" in wvOASIS Pricing Section Commodity Line.** The pricing page must not be altered in any way, this will result in a vendor being disqualified. Multiple pricing sheets may result in a vendor being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Linda.B.Harper@wv.gov](mailto:Linda.B.Harper@wv.gov)

*Vendors who wish to respond to a Centralized Master Agreement Requisition (CRQM) online may submit information through the State's wvOASIS Vendor Self Service (VSS) Vendors should download the Exhibit 'J4 " : Pricing Page that is attached separately to CRQM and published to the VSS Vendors Must complete this form with their pricing information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.*

*If unable to respond online, please submit the Exhibit "A" Proposal Form/Pricing Pages with your bid prior to the scheduled bid opening date.*

## 5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within thirty (30) calendar working days after orders are received. Vendor shall deliver emergency orders within five(5) calendar days working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the agency at 1900 Kanawha Blvd., East, Building 3, 3rd Floor, Charleston, WV 25305.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**REQUEST FOR QUOTATION**  
**Work.Force West Virginia Banking Services**

---

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2** Failure to comply with other specifications and requirements contained herein.
  - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
  - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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:
- |                          |                                      |
|--------------------------|--------------------------------------|
| <b>Contract Manager:</b> | <u>Michael Holtsclaw</u>             |
| <b>Telephone Number:</b> | <u>304-348-7078/304-348-1185 fax</u> |
| <b>Fax Number:</b>       | <u>304-348-1185</u>                  |
| <b>Email Address:</b>    | <u>mholtsclaw@bbandt.com</u>         |
- 8.5** The terms "must", "will," "shall," "minimum," "maximum" or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the financial institution to meet any of the mandatory specifications shall result in disqualification of the bid.
- 8.6** Attachments A & B are example only showing what information the successful institution will submit to our agency so that we can be in compliance with reports required by the Department of Labor. This form cannot be altered.
- 8.7** Costs and charges not specifically identified in the pricing pages of this CRFQ will not be allowed.

**REQUEST FOR QUOTATION**  
**WorkForce West Virginia Banking Services**

ATTACHMENT A  
 ETA 8413 Income-Expense Analysis, UO Benefit Payment Account

Report For Period Ending:      State: WV    Region: 02

<b>Bank Name:</b>		<b>Bank City:</b>
<b>Account Number :</b>		
<b>LEDGER</b>		
1.	Be2innin2 Balance	
2.	Total Deposits	
3.	Total Withdrawals	
4.	Endin2 Balance	
<b>INCOME ANALYSIS</b>		
5.	Total Daily Led2er Balance	
6.	Avera2e Daily Led2er Balance	
7.	Avera2e Daily Float	
8.	Avera2e Daily Collected Balance (Line 6 - Line 7)	
9.	Reserves at            %	
10.	Avera2e Daily Loanable Balance (Line 8 - Line 9)	
11.	Earnin2 Value at            %	
<b>EXPENSE ANALYSIS</b>		
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 throu2h Line 18)	
20.	NET PROFIT /LOSS	

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

# APPENDIX

## **Per Contract item 4.1**

BB&T services are primarily WEB Based. Attached are the security and required programs required to access and secure the transmission of data.

See following pages.

## Standard Security Protocol for BB&T CashManager OnLine®

Criminal attempts to access bank accounts and steal from businesses are becoming more sophisticated. Malicious attempts to steal cash and/or information that can be converted to cash are increasingly common. In addition to direct financial loss, your business could suffer lost productivity, legal costs and reputational loss. As a result, any user access and activity can expose your business to fraud. It's critical every employee with access to CashManager OnLine use all standard security features.

### Liability

As a user of CashManager OnLine, you have an obligation to safeguard your credentials and account information from physical or electronic theft, including theft by malware on any/all computers used to conduct business by CashManager OnLine. Under the terms of your company's agreement with BB&T, we are authorized to process payments upon receipt of your CashManager OnLine credentials. Furthermore, losses are not covered under Regulation E. Your company, therefore, is liable for any loss of information or funds due to payments originated with stolen credentials. BB&T closely monitors its systems to ensure only valid credentials are used to initiate funds transfers. Failure to safeguard your credentials physically or electronically can result in fraudulent access to your CashManager OnLine account, unauthorized funds transfers, and financial loss to your company. It is critical to protect your credentials and computer systems by following Standard Security Protocol.

BB&T provides the following standard CashManager OnLine security features:

- **Logon Credentials.** Company system administrators (CSAs) are provided logon credentials. CSAs then create credentials for company users. A temporary password is created for each user who is subsequently prompted to change it at initial log in. Passwords expire every 30 days – new passwords should contain a mix of uppercased and lowercased letters and numbers, no special characters, and be at least eight characters in length.
- **Security Token.** BB&T provides CSAs with security tokens for distribution to all company CashManager OnLine users. A security token is a small, connectionless device that generates a one-time passcode to use at log in. Once activated, every time a user logs in to CashManager OnLine, the token code allows BB&T to authenticate each user and validate each user is logging in to a legitimate BB&T CashManager OnLine session. Additionally, company users who have release authority for account transfers, wire transfers or ACH transactions must further authenticate those transactions by performing the security token passcode process each time those transactions are submitted for release.
- **Trusteer Rapport.** Trusteer Rapport software protects your company's financial assets and business data during every CashManager OnLine banking session. BB&T will automatically prompt all company users to download Rapport by an in-browser message and hyperlink. Users should consult their IT or system administrator as necessary. Failure to download Rapport on all PC/Mac devices used for CashManager OnLine will result in discontinued access after a period of 30 days from initial user prompt.
- **Dual Approval for Payments.** Dual Approval for Payments requires one user to initiate a payment and a second user, with a second set of credentials and using a second computer, to approve the release of the payment.
- **User Entitlements.** Users should be entitled to only those functions and accounts necessary to perform their normal activities. These entitlements should be reviewed regularly.
- **Payment Limits.** A maximum wire transfer payment limit is assigned by BB&T based on your company's needs. This limit, along with other payment limits you have established for your company and individual users, should be routinely reviewed.
- **Event Notification Service.** Event notification allows users to receive messages through their selected delivery method when account payment activity occurs and when changes are made to a user's entitlements or profile. Notifications of unexpected activity enable action to be taken more quickly. Certain notifications – Administrative Alerts – are automatic to alert the company administrator(s) and/or affected user(s) of potentially suspicious activity. These include: new user set up, user modified or deleted, modifications to a user's security privileges, changes in a user's email address, change in a user's mobile data or carrier's text delivery, password changes, changes to a user's service entitlements, account list or screen settings. (Note: "user" in these descriptions also includes administrator.)

While Standard Security Protocol will not guarantee the prevention of fraud or change your liability if fraud occurs, these featured components are recognized best practices. Rejecting the use of any component will put your company at greater risk for fraud. BB&T monitors anomalous activity and behavior. You may be periodically asked to validate transactions.





## Highly Recommended Security Measures and Sound Business Practices BB&T recommends you review these measures routinely.

- Dual Approval for Administrative Changes.** Dual Approval for Administrative Changes provides you with added security by requiring a second "administrator of record" (an additional CSA registered with BB&T rather than a user entitled to security privileges) approve all user profiles, entitlements, settings, and account changes. These multiple administrators of record are maintained by BB&T and must have identical entitlements, settings, and accounts. This added security impedes fraudster attempts to gain administrative control. To establish Dual Approval for Administrative Changes, please contact BB&T Treasury Management Client Support at 800-774-8179.
- Activity Limits and User Entitlements.** Implement limits on activities, payments, and active session thresholds by user and company.
- Review Accounts Daily.** Notify BB&T immediately of unusual activity.
- Employ Positive Pay and ACH Control.** These features are widely recognized best practices for preventing unauthorized paper and electronic payments.
- Use a Stand-Alone Computer.** Designate one computer exclusively for online banking. Limit Internet access and prohibit email to minimize exposure to malware.
- Sign Off and Power Down.** Always sign off from your CashManager OnLine session. And, to ensure you are availing your computer of the most current Trusteer updates, always power down your computer at the end of your work period.
- Exercise Sound Password Management.** Prohibit the sharing of passwords, require strong passwords with a mix of characters and cases, use a different password for each website accessed, and regularly change passwords. Do not store passwords on your computer in case it is compromised.
- User Education.** Aware and alert CashManager OnLine users are an effective defense against payments fraud. Establish an online fraud awareness program and conduct regular training sessions. Conduct periodic risk assessments. Train all employees to recognize and prevent online fraud. BB&T regularly provides fraud prevention webinars for CashManager OnLine users, administrators, and company executives. Contact BB&T Treasury Management Client Support at 800-774-8179 to register. For current security information, please visit [BBT.com/security](http://BBT.com/security).
- Remain Alert.** BB&T will never ask for your login credentials, including requests to respond to or click on a link within an event notification message.
- Report Immediately.** If you experience fraud, stop, quarantine your computer, and immediately contact BB&T Treasury Management Client Support at 800-774-8179.
- Insurance.** Cyber theft occurring with the use of valid credentials is not covered by the bank. Discuss cyber liability with your insurance provider.

### Understanding the Threat

The goal of online thieves is to trick you into providing your password, user ID, and token code(s) so they can access your CashManager OnLine account and steal money. To obtain your credentials, a thief may send you an email purportedly from a trusted source such as a government agency, business, or bank. The email may ask for your credentials directly or ask you to click on a link that secretly downloads malicious software to your computer. Malware may even be loaded on your computer by visiting seemingly innocent websites or through fake security updates. It is important to protect your computer as the malware can activate when you attempt to visit your online banking website and hijack your session, log your key strokes, or insert fake login pages into your browser. The malware can transmit your credentials to the thief for illicit use. The latest threats may not be detected by anti-virus software.

If you are concerned about the authenticity of a communication or experience unusual system behavior such as failed log ins, timeout, pop-ups, requests to download software (aside from Trusteer Rapport), maintenance screens, or failure to advance to the next screen, this may be a sign of fraudulent activity. **Stop and immediately contact BB&T Treasury Management Client Support at 800-774-8179.**

### Acknowledgement and Appoint of CashManager OnLine Company Administrator

Designated CashManager OnLine Company Administrator (please print)

I acknowledge receipt of this BB&T Standard Security Protocol. I understand failure to use one or more of BB&T's Highly Recommended Security Measures could put my company at greater risk of fraud.

Company Name

Authorized Company Representative

Signature

Date

Individual signing as Company Representative above must be an authorized individual appearing on the BB&T Resolution and Agreement for Deposit Account. BB&T recommends that you file this assessment with your company security procedures.

# Trusteer Rapport Frequently Asked Questions

## 1. What is Trusteer Rapport?

Trusteer Rapport is a security software application that is specifically designed to protect your company from browser-based fraud when you connect to websites containing sensitive information such as BB&T's CashManager OnLine®. Trusteer Rapport protects you from malware such as Zeus that bypasses the strongest authentication and anti-virus solutions and exploits the browser to commit online financial and data fraud.

Trusteer Rapport defends you against attacks that take place within your browser, such as drive-by-downloads, phishing, pharming, keylogging, man in the middle, man in the browser, malicious screen capturing, and session hijacking attacks.

## 2. What is at stake?

Malicious software is often downloaded silently to your computer from legitimate websites. Here are some alarming facts about malicious software and your PC:

Two million legitimate websites download malware to your PC without you realizing it (Sophos, April 2008).

15,000 newly infected web pages are identified each day. 79% of them are legitimate websites that have been hacked. Even well-known websites such as Google and Yahoo have been reported to serve malware to users through ads. Even if you are very careful and only visit well-known websites, malware can silently find its way to your computer (Sophos, April 2008).

According to a recent test of best-of-breed anti-virus vendors and web browser anti-phishing filters, more than half of active malware and phishing threats on the Internet go undetected, with an average detection rate of 37 percent for malware and 42 percent for phishing (Cyveillance, February 2009).

One in four personal computers in the U.S. – or 59 million – is already infected with malware (Organisation for Economic Co-operation and Development (OECD), June 2008).

Recent malware can silently record keystrokes, capture screen images and steal confidential financial information from your computer.

## 3. How does Trusteer Rapport work?

When installed on your computer, Trusteer Rapport automatically protects websites that belong to partner businesses that work with Trusteer to provide the highest level of security for their enterprise and customers. Trusteer Rapport also lets you manually apply Rapport's protection to all the other websites that you use in which you sign in and exchange sensitive information, such as personal financial information or sensitive data.

When you connect to a protected website, Trusteer Rapport does three main things in the background to make it extremely difficult for criminals to target you:

- Trusteer Rapport verifies that you are really connected to the genuine website as opposed to a fake website created by criminals. Surprisingly, it is not trivial to reach a genuine website when you type the website address into your web browser.
- Once verification is complete, Trusteer Rapport locks down communication between your computer and the protected website. This prevents criminals from hijacking your online connection with the bank.
- Trusteer Rapport protects your computer and Internet connection by creating a tunnel for safe communication with BB&T, preventing criminals from using malware to steal your log-in data and tamper with financial transactions or information exchanges.

## 4. Why do I need Trusteer Rapport if I have other security solutions?

Trusteer Rapport's protection is based on a revolutionary technology that is entirely different from the technologies used by conventional desktop security solutions. Trusteer Rapport works either alone or alongside any desktop security solution. It does not replace your anti-virus and is not an anti-virus solution. You should use Trusteer Rapport even if your computer runs the most updated anti-virus solution.

Anti-virus, firewalls and other security software are important, but, unfortunately, not effective enough. Various studies and recent incidents show that these tools are not always effective in preventing criminals from taking money from your account. As criminals become more sophisticated, BB&T strongly recommends additional layers of protection on your computer to enable safe online banking. Conventional solutions, such as anti-virus software, anti-spyware software, personal firewalls and anti-phishing toolbars, rely on a list of known bad behaviors, such as signatures, heuristics, and black lists. These solutions are becoming less effective for the newest, most sophisticated financial fraud and identity theft techniques. These attacks are the most dangerous ones and can cause you serious financial damage.

Recent malware is capable of stealing your login credentials from online banking, brokerage, shopping, ecommerce, email, and social networking websites. Even if the website is deemed secure, fraudsters can use your online account to execute unauthorized transactions, place orders, send emails, and much more.

Trusteer Rapport protects you from submitting your username, password, or other sensitive login information to non-secure websites and prevents malware and fraudulent websites from stealing this information and from hijacking your web communication. Trusteer Rapport also protects your online communication and prevents malware from tampering with your transactions. For example, Trusteer Rapport protects you from software that can transfer money from your bank account to a criminal bank account. If you bank, trade, or shop online, Trusteer Rapport can significantly reduce your exposure to the growing threat of financial fraud and identity theft.

## **5. Which attacks does Trusteer Rapport protect against?**

Trusteer Rapport's proprietary browser lockdown technology prevents unauthorized access to information that flows between customers and websites, regardless of which specific malware issues the threat.

Trusteer Rapport is effective in blocking all of these techniques: Phishing, Pharming, Keylogging, Man in the Middle, Session Hijacking and Drive by Download.

## **6. Why is BB&T requiring Trusteer Rapport for CashManager OnLine clients?**

BB&T works in partnership with our business clients to detect and prevent fraud. Our strategic approach uses client awareness, security tools and best practices to help you safeguard your information and systems. Trusteer Rapport is a new leading security software for your PC that is proven to assist in mitigating financial fraud. BB&T is requiring this software to ensure our clients protect their financial assets and business. Trusteer Rapport is user friendly software that is easy to install, providing a boost to your existing security and firewalls.



TMA  
Tax ID #:

**BB&T**  
**TREASURY MANAGEMENT AGREEMENT**

THIS AGREEMENT, as dated below, is made by and between Branch Banking and Trust Company ("Bank") and \_\_\_\_\_ ("Customer").

1. Service

Subject to the terms and conditions contained in this Agreement, the applicable Banking Agreement and any Attachment which describe specific Treasury Management ("Services") (whether attached hereto or relating to any Service requested subsequent to the date of this Agreement), each of which are incorporated herein by reference, Bank will furnish Customer with those Services that it may request. Customer agrees to pay for all said Services in accordance with this Agreement and the Bank's current fee schedule for such Services. Initiation by Customer of any Services constitutes acceptance of the terms and conditions of this Agreement, the applicable Banking Agreement and any applicable Attachment.

2. Customer's Duties. Customer shall:

- a) Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and any Attachments, and if required by a particular Service, maintain, at a minimum, a Deposit Account at Bank subject to the applicable Banking Agreement.
- b) Pay any bill rendered by Bank within 30 days after the billing date and grant to the Bank a right of set-off in all of Customer's deposit accounts for any bills, costs or expenses owed to Bank under this Agreement or any Attachment.
- c) Warrant that Customer is fully authorized to effect transaction concerning any account, whether or not in Customer's name, that at Customer's request is the subject of, or is affected by, any Service.
- d) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Customer's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Customer agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Customer further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.
- e) Indemnify and hold Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach or default by the Customer in the performance or observance of this or any other Agreement; (b) any negligence or willful misconduct of the Customer; (c) incorrect, incomplete, or inaccurate data or information furnished by Customer to Bank; (d) any action taken by Bank (i) at the direction of Customer or its agent, (ii) at any direction authenticated by any device, symbol, or code assigned to or chosen by Customer in connection with a Service (unless Bank has actual knowledge that such direction is unauthorized), or (iii) in accordance with the procedures set forth in any Attachment.

3. Bank's Duties. Bank shall:

- a) Instruct Customer and its personnel in the proper use and operation of the Service(s) furnished herewith.
- b) Exercise ordinary care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Customer's account and of any identification device, symbol, or code utilized by Customer in obtaining a Service.
- c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results from any malfunction, including data related processing, that may occur in Customer's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or financial institutions, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.
- d) Consistent with any security procedures agreed upon between Bank and Customer, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) Indemnify and hold Customer harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against Customer to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to Customer shall be limited to direct losses suffered by Customer, not to exceed the sum of the fees and charges then imposed for Services purchased by Customer hereunder for a period of one year.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term.

- a) This Agreement shall remain in full force and effect on the same terms and conditions as expressed herein, or as may be amended, until such time as it is terminated by either party as provided herein. Subject to section 4(b) and 4(c), either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events that shall have previously occurred.
- b) All Services are provided subject to applicable laws and rules. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service may be terminated immediately upon written notice by Bank to Customer.
- c) In the event of Customer's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Customer.

5. Miscellaneous.

Bank may amend this Agreement and any Attachment, including any provision as to fees, by giving Customer prior written notice of the amendment, but this Agreement may not otherwise be amended or assigned except in writing signed by both parties.

- a) Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received at its Payment Solutions Division, Attn: Payments Client Support, 5130 Parkway Plaza Boulevard, 500-96-01-05, Charlotte, NC 28217-1964, or at such other location as Bank may hereafter provide to Customer in writing; (ii) to Customer when mailed, postage prepaid, or delivered to Customer's current address, as shown on Bank's records.
- b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the applicable Banking Agreement.
- c) This Agreement, together with the applicable Banking Agreement and any applicable Attachments contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an Attachment, the latter provision shall prevail. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.
- d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. This Agreement shall be governed, as to both interpretation and performance by the laws of the State in which Bank's main office is located, without regard to its conflict of laws provisions.
- e) Either party has the option of requiring that all disputes that may arise between the Customer and Bank, or any affiliate of the Bank, related to this Agreement, any Attachment or Services, or any products or investments provided to Customer shall be decided by arbitration held in the city where the Bank's main office is located. The parties are also advised that: (i) Arbitration is final and binding on the parties; (ii) The parties are waiving their rights to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and different from that in court proceedings; (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrator is strictly limited; and (v) The panel of arbitrators may include arbitrators who were or are affiliated with the banking or securities industry. Any arbitration shall be conducted under the Rules of the American Arbitration Association ("AAA"), except that arbitration of disputes involving a Broker-Dealer affiliate of the Bank may be conducted under the Rules of the National Association of Securities Dealers ("NASD") or an Exchange or self-regulatory organization of which the Broker is a member. In matters involving the Broker as a party, the Customer may elect in the first instance whether arbitration shall be by the AAA, NASD, an Exchange or other self-regulatory organization of which the Broker is a member, but if the Customer fails to make such election, by registered letter to the Broker at the Broker's main office, before the expiration of ten days after receipt of a written request from the Broker to make such election, then the Broker may make such election.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the day and year first above written. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein. *Customer further acknowledges and consents to the pre-dispute arbitration clause contained in the paragraph 5(e) above.*

CUSTOMER \*

Signed: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\* Individual signing as "Customer" above must be an authorized individual appearing on the ***BB&T Resolution and Agreement for Deposit Account***.

**FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:**

Name: \_\_\_\_\_ Fax # / Email Addr: \_\_\_\_\_

**BB&T SIGNATURE CARD (WEST VIRGINIA)**

NAME AND ADDRESS OF DEPOSITOR(S)			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By \_\_\_\_\_ Approved By \_\_\_\_\_ Branch Location \_\_\_\_\_

**IDENTIFICATION (Primary Account Holder)**

Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Second Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Employer \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Address as listed on ID \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

**IDENTIFICATION (Secondary Account Holder)**

Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Second Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Employer \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Address as listed on ID \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

**TIN CERTIFICATION**

Under penalties of perjury, I certify by my signature below that: (1) The number shown on this form is the correct Social Security or Tax Identification Number, or I am waiting for a number to be issued to me, and (2) I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Depositor must cross out (2) above if the IRS has notified the depositor that the depositor is currently subject to backup withholding because of underreporting of interest or dividends.), (3) I am a U.S. person (including U.S. resident alien), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Applies to accounts maintained outside the U.S.)

*The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Check one only if applicable:

- Depositor is an exempt recipient of interest under the Internal Revenue Code.
- Depositor is exempt as a non-resident alien and has completed a Form W-8 (required for interest bearing accounts only). Each non-resident alien depositor must complete a separate W-8.

I understand that if a taxpayer identification number is not provided to the bank within 60 days, the account may be closed.

**BY MY SIGNATURE, I HEREBY CERTIFY THAT:** (1) the type of ownership designated is correct; (2)(a) if I have opened a personal account, I have received the "Bank Service Agreement", the "BB&T Interest Rate Schedule" or Client Summary with interest rates, and the "BB&T Personal Services Pricing Guide" and agree to accept the terms of each document; or (2)(b) if I have opened a commercial account, I have received the "Commercial Bank Services Agreement" or "Institutional Bank Services Agreement" and the "BB&T Business Services Pricing Guide" and agree to accept the terms of each document; (3) I give permission to BB&T to verify any bank or credit references, and (4) I have read and understand this signature card, confirm that it is completed correctly and agree to its terms and disclosures.

**Business, Trust, Bankruptcy, Guardian, Custodian, Conservator, IOLTA, Escrow and "Other" Accounts**

The undersigned expressly authorize BB&T to obtain any consumer report and/or any other Personal or Business credit reports.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

\_\_\_\_\_  
 SSN/TIN/EIN                      Printed Name                      \_\_\_\_\_                      DATE

\_\_\_\_\_  
 SSN/TIN/EIN                      Printed Name                      \_\_\_\_\_                      DATE

**BB&T SIGNATURE CARD ADDENDUM (WEST VIRGINIA)**

This addendum is made part of the signature card attached herewith for the sole purpose of permitting additional signers thereto.

ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE
----------------	-----------------------	----------------------	-------------------

Opened/Updated By \_\_\_\_\_ Approved By \_\_\_\_\_ Branch Location \_\_\_\_\_

**IDENTIFICATION (Secondary Account Holder)**

Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Second Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Employer \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Address as listed on ID \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

**IDENTIFICATION (Secondary Account Holder)**

Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Second Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Employer \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Address as listed on ID \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

**IDENTIFICATION (Secondary Account Holder)**

Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Second Type of ID \_\_\_\_\_ Issued By \_\_\_\_\_ ID Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Employer \_\_\_\_\_ Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_  
 Address as listed on ID \_\_\_\_\_ Work Phone Number (\_\_\_\_) \_\_\_\_\_

**TIN CERTIFICATION**

Under penalties of perjury, I certify by my signature below that: (1) The number shown on this form is the correct Social Security or Tax Identification Number, or I am waiting for a number to be issued to me, and (2) I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Depositor must cross out (2) above if the IRS has notified the depositor that the depositor is currently subject to backup withholding because of underreporting of interest or dividends.), (3) I am a U.S. person (including U.S. resident alien), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Applies to accounts maintained outside the U.S.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Check one only if applicable:

- Depositor is an exempt recipient of interest under the Internal Revenue Code.
- Depositor is exempt as a non-resident alien and has completed a Form W-8 (required for interest bearing accounts only). Each non-resident alien depositor must complete a separate W-8.

I understand that if a taxpayer identification number is not provided to the bank within 60 days, the account may be closed.

BY MY SIGNATURE, I HEREBY CERTIFY THAT: (1) the type of ownership designated is correct; (2)(a) if I have opened a personal account, I have received the "Bank Service Agreement", the "BB&T Interest Rate Schedule" or Client Summary with interest rates, and the "BB&T Personal Services Pricing Guide" and agree to accept the terms of each document; or (2)(b) if I have opened a commercial account, I have received the "Commercial Bank Services Agreement" or "Institutional Bank Services Agreement" and the "BB&T Business Services Pricing Guide" and agree to accept the terms of each document; (3) I give permission to BB&T to verify any bank or credit references, and (4) I have read and understand this signature card, confirm that it is completed correctly and agree to its terms and disclosures.

**Business, Trust, Bankruptcy, Guardian, Custodian, Conservator, IOLTA, Escrow and "Other" Accounts**

The undersigned expressly authorizes BB&T to obtain any consumer report and/or any other Personal or Business credit reports.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

_____ SSN/TIN/EIN	_____ Printed Name	_____ DATE
_____ SSN/TIN/EIN	_____ Printed Name	_____ DATE
_____ SSN/TIN/EIN	_____ Printed Name	_____ DATE



February 7, 2019

Dear Valued Client,

I am excited to announce BB&T will combine in a merger of equals with SunTrust, creating the sixth-largest U.S. bank holding company, based on assets and deposits. We are two like-minded institutions with strong cultural alignment and a shared dedication to helping our clients achieve economic success and financial security. Together we will be able to serve our clients even better through an expanded network of branches in 17 states and Washington, D.C., and have the scale to deploy the technological innovations to serve your needs from any location. The new company will have the leading market share in many of the most attractive, high-growth markets in the country.

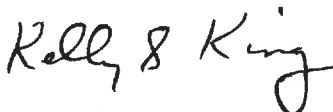
Reflecting the equal contributions both banks bring to the new institution, the combined companies will operate under a new name and brand, which will be determined prior to closing later this year. Collectively, BB&T and SunTrust have integrated nearly 100 successful bank acquisitions over the last 35 years, and we're committed to making this transition as seamless as possible.

**What does this mean for you?**

For now, continue to bank as you normally do. Throughout this transition you'll continue to work the same relationship manager and receive the same personalized banking you've come to expect. Following the completion of this merger of equals, we fully expect you will benefit from the best of both banks as it relates to services, products and technologies.

The actual changeover to a combined company will happen much later, toward the end of 2019, pending all shareholder and regulatory approvals and a successful closing of the transaction. Rest assured, we remain committed to helping clients achieve economic success and will preserve the community bank model. We will maintain close ties with our shared local communities and provide you with much more information in the coming months.

Learn more at: [ThePremierFinancialInstitution.com](http://ThePremierFinancialInstitution.com)



Kelly S. King  
Chairman and CEO, BB&T



## Two Legacies, One Future

BB&T and SunTrust, two iconic franchises, are combining in a merger of equals to create the sixth-largest U.S. bank holding company with 275 years of combined history serving clients and communities in high growth markets.

### Strategic Fit

- ✓ Proven Leadership Teams
- ✓ Compatible Cultures
- ✓ Identifiable Synergies
- ✓ Strong Risk Management Practices
- ✓ Expanded Market Share Through Combined Footprint
- ✓ Enhanced Innovation and Superior Client Service

### Transaction Terms

- 1.295 BB&T shares for each SunTrust share
- Share Ownership: 57% BB&T / 43% SunTrust
- New name, to be determined prior to close
- New HQ in Charlotte
- Closing expected late in Q3 2019 or Q4 2019

### Creating Shareholder Value with a Leading Financial Profile

Positioned to achieve industry leading financial and operating metrics with the strongest return profile amongst its peers

**51%** efficiency ratio

**22%** ROATCE

**\$1.6B** estimated run-rate cost synergies net of investments by 2022

**13/17%** GAAP/Cash accretive to BB&T in 2021

**9/16%** GAAP/Cash accretive to SunTrust in 2021

**6%** accretive to TBV

**5%** dividend increase for SunTrust shareholders

### Combined Company by the Numbers<sup>1</sup>



**6<sup>th</sup>**

largest U.S. bank by assets & deposits



**\$441BN** assets



**\$301BN** loans



**\$324BN** deposits



**~10MM** households in the U.S.

<sup>1</sup> Based on the separate financial statements of BB&T and SunTrust as of December 31, 2018.



## Positioned well for integration

**~100**

Collective number of bank acquisitions successfully integrated over last 35 years



Shared commitment to delivering superior service to clients and serving their respective communities

**50/50**

Equally split board and management team

## Capable Leadership Team

with a history of successful merger integrations and strong risk management



### **Kelly S. King, Chairman and CEO, BB&T Corporation**

"Together with Bill's leadership and our new SunTrust teammates, we're going to bring the best of both companies forward to serve our clients and communities more than ever before."



### **William H. Rogers, Jr., Chairman and CEO, SunTrust Banks, Inc.**

"Kelly and I know each other well, and we believe that by bringing together these two purpose-driven institutions, we will accelerate our capacity to invest in transformational technologies for our clients and drive our shared mission further forward than either of us could do alone."



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: BB&T

Authorized Signature: Michael Heltzman Date: 8/22/19

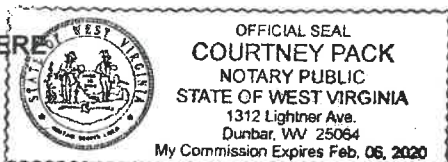
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of August, 2019.

My Commission expires Feb. 6, 2020, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

Courtney Pack

# 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: BB&T

Signed: Michael Heltsclaw

Date: 8/22/2019

Title: Senior Vice President



**Branch Banking and Trust Company (FDIC # 9846)**

**Active Insured Since January 1, 1934**

Data as of: February 18, 2019

**Branch Banking and Trust Company** is an active bank

**FDIC Certificate#:** 9846  
**Headquarters:** 200 W 2nd St  
 Winston Salem, NC 27101  
 Forsyth County  
**Locations:** 1884 domestic in 16 states,  
 0 in territories, and 1 in foreign locations  
**Established:** January 1, 1872  
**Insured:** January 1, 1934  
**Bank Charter Class:** Non-member of the Federal Reserve System  
**Primary Federal Regulator:** Federal Deposit Insurance Corporation  
**Secondary Federal Regulator:** Consumer Financial Protection Bureau  
**Corporate Website:**  
<http://www.BBT.com>  
**Consumer Assistance:**  
[ask.fdic.gov/FDICCcustomerAssistanceForm](http://ask.fdic.gov/FDICCcustomerAssistanceForm)  
**Contact the FDIC about:**  
 Branch Banking and Trust Company

**Locations** History Identifications Financials Other Names / Websites

Showing 1 to 59 of 59 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
8221	845	Athens Branch	202 State Street	Mercer	Athens	WV	24712	Full Service Brick and Mortar Office	01/25/1905	11/10/2000
219314	858	Harper Road Branch	1901 Harper Road	Raleigh	Beckley	WV	25801	Full Service Brick and Mortar Office	11/08/1998	11/10/2000
274071	857	Beckley Main Branch	3849 Robert C. Byrd Drive	Raleigh	Beckley	WV	25801	Full Service Brick and Mortar Office	12/07/1934	11/10/2000
15939	866	Berkeley Springs Branch	7 South Washington Street	Morgan	Berkeley Springs	WV	25411	Full Service Brick and Mortar Office	03/02/1979	11/10/2000
274007	801	Bridgeport Valley Hills Branch	405 West Main Street	Harrison	Bridgeport	WV	26330	Full Service Brick and Mortar Office	06/30/1988	11/10/2000
282254	800	Meadowbrook Mall Branch	2015 Meadowbrook Mall	Harrison	Bridgeport	WV	26330	Full Service Brick and Mortar Office	11/25/1955	11/10/2000
4522	809	Cameron Branch	21 Main Street	Marshall	Cameron	WV	26033	Full Service Brick and Mortar Office	11/13/1901	11/10/2000
242375	805	Ceredo Branch	106 C Street	Wayne	Ceredo	WV	25507	Full Service Brick and Mortar Office	09/26/1988	11/10/2000
212162	865	Charles Town Branch	29 Keyes Ferry Road	Jefferson	Charles Town	WV	25414	Full Service Brick and Mortar Office	04/10/1989	11/10/2000
186133	828	South Hills/Ashton Place Branch	1124 Fiedderjohn Road	Kanawha	Charleston	WV	25314	Full Service Brick and Mortar Office	08/28/1989	11/10/2000
526	813	Bb&T Square Main Branch	300 Summers Street	Kanawha	Charleston	WV	25301	Full Service Brick and Mortar Office	04/08/1867	11/10/2000
11098	816	Charleston West Side Branch	501 Tennessee Avenue	Kanawha	Charleston	WV	25302	Full Service Brick and Mortar Office	08/27/1951	11/10/2000
186123	814	Kanawha City Branch	5701 Maccorkle Avenue Se	Kanawha	Charleston	WV	25304	Full Service Brick and Mortar Office	07/18/1984	11/10/2000
4536	795	Clarksburg Main Branch	100 S. Fourth Street	Harrison	Clarksburg	WV	26301	Full Service Brick and Mortar Office	11/30/1903	11/10/2000
219311	849	Craigsville Wv Branch	457 Craigsville Road	Nicholas	Craigsville	WV	26205	Full Service Brick and Mortar Office	06/07/1984	11/10/2000

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
186125	817	Cross Lanes Branch	5560 Big Tyler Road	Kanawha	Cross Lanes	WV	25313	Full Service Brick and Mortar Office	09/29/1986	11/10/2000
1805	719	Danville Wv Main Branch	1447 Smoot Avenue	Boone	Danville	WV	25053	Full Service Brick and Mortar Office	03/17/1902	04/15/2000
580521	3196	Fairmont Wv Main Branch	401 4th Street	Marion	Fairmont	WV	26554	Full Service Brick and Mortar Office	06/27/2016	
14508	717	Gilbert Branch	Us Route 52, Main Street	Mingo	Gilbert	WV	25621	Full Service Brick and Mortar Office	03/26/1973	04/15/2000
13411	799	Grafton Wv Branch	7 Harman Center	Taylor	Grafton	WV	26354	Full Service Brick and Mortar Office	07/06/1966	11/10/2000
212151	860	Hedgesville Branch	3967 Hedgesville Road	Berkeley	Hedgesville	WV	25427	Full Service Brick and Mortar Office	12/28/1982	11/10/2000
11594	802	Huntington Main Branch	507 1st Street	Cabell	Huntington	WV	25701	Full Service Brick and Mortar Office	07/16/1956	11/10/2000
242373	803	Pea Ridge/Barboursville Branch	5638 Us Route 60	Cabell	Huntington	WV	25705	Full Service Brick and Mortar Office	01/13/1986	11/10/2000
32965	818	Hurricane Branch	101 Hurricane Creek Road	Putnam	Hurricane	WV	25526	Full Service Brick and Mortar Office	09/23/1985	11/10/2000
186128	823	Teays Valley Branch	352 State Route 34	Putnam	Hurricane	WV	25526	Full Service Brick and Mortar Office	09/24/1988	11/10/2000
212159	864	Inwood Branch	139 Hovatter Drive	Berkeley	Inwood	WV	25428	Full Service Brick and Mortar Office	02/27/1985	11/10/2000
212164	715	Kermit Branch	120 Logan Street	Mingo	Kermit	WV	25674	Full Service Brick and Mortar Office	12/28/1984	04/15/2000
1604	1015	Keyser Main Branch	Us Route 220 South & Eagles Lane	Mineral	Keyser	WV	26726	Full Service Brick and Mortar Office	08/01/1911	03/16/2002
212212	790	Morgantown Kingwood Branch	114 East Main Street	Preston	Kingwood	WV	26537	Full Service Brick and Mortar Office	10/16/1984	11/10/2000
212205	852	North (Lewisburg) Branch	Hc 82 Box 39a	Greenbrier	Lewisburg	WV	24901	Full Service Brick and Mortar Office	04/15/1985	11/10/2000
256419	718	Logan Branch	80 Riverview Ave	Logan	Logan	WV	25801	Full Service Brick and Mortar Office	01/26/1987	04/15/2000
4552	859	Martinsburg East Main Branch	148 South Queen Street	Berkeley	Martinsburg	WV	25401	Full Service Brick and Mortar Office	10/29/1892	11/10/2000
212152	861	Martinsburg South Side Branch	1111 Winchester Avenue	Berkeley	Martinsburg	WV	25401	Full Service Brick and Mortar Office	11/16/1987	11/10/2000
226020	1014	North Side Branch	1815 Edwin Miller Boulevard	Berkeley	Martinsburg	WV	25404	Full Service Brick and Mortar Office	01/26/1988	03/16/2002
8034	784	Morgantown Main Branch	493 Spruce Street	Monongalia	Morgantown	WV	26505	Full Service Brick and Mortar Office	01/01/1911	11/10/2000
227618	786	Suncrest Branch	466 Chestnut Ridge Road	Monongalia	Morgantown	WV	26505	Full Service Brick and Mortar Office	09/20/1984	11/10/2000
227619	787	Sabraton Branch	1806 Earl L Core Rd	Monongalia	Morgantown	WV	26505	Full Service Brick and Mortar Office	11/04/1985	11/10/2000
528175	2512	Pierpont Branch	1000 Mid Atlantic Dr	Monongalia	Morgantown	WV	26508	Full Service Brick and Mortar Office	12/05/2011	
8934	806	Moundsville Main Branch	414 Jefferson Avenue	Marshall	Moundsville	WV	26041	Full Service Brick and Mortar Office	04/20/1903	11/10/2000
231278	807	Lafayette Avenue Branch	700 Lafayette Avenue	Marshall	Moundsville	WV	26041	Limited Service Facility Office	09/19/1980	11/10/2000
192667	855	Oak Hill Drive Thru Branch	201 Summerlee Avenue	Fayette	Oak Hill	WV	25901	Limited Service Facility Office	12/06/1975	11/10/2000
192668	856	Fayette Square Branch	199 Mall Rd	Fayette	Oak Hill	WV	25901	Full Service Brick and Mortar Office	03/01/1986	11/10/2000
42178	831	Parkersburg Main Branch	329 E 8th St	Wood	Parkersburg	WV	26101	Full Service Brick and Mortar Office	01/01/1934	11/10/2000
362057	964	Parkersburg South Branch	280 Gihon Village	Wood	Parkersburg	WV	26101	Full Service Brick and Mortar Office	11/13/2000	
242947	844	Princeton-Bluefield Main Branch	1309 Stafford Drive	Mercer	Princeton	WV	24740	Full Service Brick and Mortar Office	02/24/1977	11/10/2000
363930	1046	Blakeley Branch	301 South Mildred Street	Jefferson	Ranson	WV	25438	Full Service Brick and Mortar Office	03/18/2002	
186126	821	Ravenswood Branch	1 Wall Street	Jackson	Ravenswood	WV	26164	Full Service Brick and Mortar Office	09/24/1988	11/10/2000
186127	822	Ripley Branch	98 Academy Drive	Jackson	Ripley	WV	25271	Full Service Brick and Mortar Office	09/24/1988	11/10/2000
4568	851	Ronceverte Main Branch	1652 Maplewood Avenue	Greenbrier	Ronceverte	WV	24970	Full Service Brick and Mortar Office	01/01/1900	11/10/2000
186136	836	Saint Albans Branch	520 Sixth Avenue	Kanawha	Saint Albans	WV	25177	Full Service Brick and Mortar Office	10/18/1991	11/10/2000
231338	798	Salem Wv Branch	200 Railroad Street	Harrison	Salem	WV	26426	Full Service Brick and Mortar Office	11/03/1986	11/10/2000
212155	862	Shepherdstown Branch	8327 Martinsburg Pike	Jefferson	Shepherdstown	WV	25443	Full Service Brick and Mortar Office	02/12/1991	11/10/2000
186132	827	River Walk Branch	4 River Walk Mall	Kanawha	South Charleston	WV	25303	Full Service Brick and Mortar Office	10/17/1988	11/10/2000
219313	850	Summersville Northside Branch	815 Northside Dr	Nicholas	Summersville	WV	26651	Full Service Brick and Mortar Office	12/20/1993	11/10/2000
186134	829	Vienna Branch	500 13th Avenue	Wood	Vienna	WV	26105	Full Service Brick and Mortar Office	08/19/1991	11/10/2000



UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
13205	810	Wheeling Branch	1145 Main Street	Ohio	Wheeling	WV	26003	Full Service Brick and Mortar Office	04/05/1965	11/10/2000
248140	811	Water Street Drive Thru Branch	1226 Water Street	Ohio	Wheeling	WV	26003	Limited Service Facility Office	09/21/1976	11/10/2000
235068	794	Whitehall Wv Branch	2869 White Hall Blvd	Marion	White Hall	WV	26554	Full Service Brick and Mortar Office	04/13/1987	11/10/2000
4554	713	Williamson Main Branch	250 East 2nd Avenue	Mingo	Williamson	WV	25661	Full Service Brick and Mortar Office	05/15/1913	04/15/2000

**BankFind Search Results**

Data as of 2/19/2019

Search Within

Active Only

Search using FDIC # "9846"

Showing 1 to 3 of 3 entries

Bank Name	FDIC #	FDIC Status	Headquarters	Locations
Branch Banking and Trust Company www.BBT.com	9846	Active	Winston Salem, NC	Specific Locations
Branch Banking & Trust Company	9846	Active	Winston Salem, NC	Specific Locations
	9846		Wilson, NC	

Showing 1 to 3 of 3 entries

Active\* = Other name or website where deposits are accepted or requested. The use of other names and additional websites is an optional business practice, not used by all banks. More...

# PRICING

## Exhibit A - Pricing Page for WorkForce West Virginia Banking Services

(Note: All quantities are estimates.)

7/15/2019 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	0.2	5,000	12	\$ 12,000.00
2. Stop payment per draft <i>(Note: Estimated at 360 per calendar year.)</i>	Per Draft	0.5	30	12	\$ 180.00
3. Daily Balance/Reporting On-line	Service Fee	20	21	12	\$ 5,040.00
4. Daily Reconciliation and Exception Report	Service Fee	20	21	12	\$ 5,040.00
5. Other <i>(Note: Check-Imaging Cd ROM.)</i>	Per Draft	0.05	5,000	12	\$ 3,000.00
6. Total for Benefit Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add lines one (1) through five (5).)</i>					\$ 25,260.00
7. Earnings Credit <i>(Note: Average ledger balance estimated at 1,350,000 per month.)</i> <i>*Vendor must enter rate as a decimal*</i> <i>Example: 3.5% entered in cell as .035.</i>	Percent/Rate	0.015	1,350,000	1	\$ 20,250.00
8. Total for Benefit Accounts after Earning Credit Rate Reduction <i>(Line six (6) minus line seven (7).)</i>					\$ 5,010.00
<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	0.1	7,250	12	\$ 8,700.00
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	1.25	2	12	\$ 30.00
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	150	2	12	\$ 3,600.00
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.	Per File	150	2	12	\$ 3,600.00

<i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>					
13. Price per draft for ACH debits and debit blocks.	Per File	0.1	7,250	12	\$ 8,700.00
14. Price for Authorized ACH Company ID.	Flat Fee	10	1	12	\$ 120.00
15. Price for ACH Debits Received.	Flat Fee	150	1	12	\$ 1,800.00
16. Daily Balance/Reporting On-line	Service Fee	20	21	12	\$ 5,040.00
17. Total for Clearing Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add line nine (9) through sixteen (16). )</i>					\$ 31,590.00
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	0.015	1,670,000	1	\$ 25,050.00
19. Total for Clearing Accounts after Earnings Credit Rate Reduction <i>(Note: Line seventeen (17) minus line eighteen (18).)</i>					\$ 6,540.00
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	0.0001333	3,020,000	1	\$ 402.57
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	\$ -
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>					\$ 402.57
23. Daily Armored Car/Courier Service <i>(See Section 3.1.4.1 of RFQ for pickup location and time.)</i>	Flat Daily Rate	40	22	12	\$ 10,560.00
<b>GRAND TOTAL</b> <i>(Note: Add lines eight (8); line nineteen (19); and line twenty-two (22); and line twenty-three (23)).</i>					\$ 22,512.57

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. (4) A copy of this excel spreadsheet can be obtained by contacting Michelle Childress at [Michell.L.Childers@wv.gov](mailto:Michell.L.Childers@wv.gov) .**