



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

**State of West Virginia  
 Centralized Request for Quote  
 Financial**

Proc Folder: 1274462			Reason for Modification: Addendum 2 to answer vendor questions
Doc Description: Banking services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-30	2023-09-06 13:30	CRFQ 0323 WWV2400000003	3

**BID RECEIVING LOCATION**

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

09/15/23 11:59:28  
 WV Purchasing Division

**VENDOR**

Vendor Customer Code: 000000213792  
 Vendor Name : Truist Bank  
 Address :  
 Street : 300 Summers Street  
 City : Charleston  
 State : WV Country: United States Zip : 25301  
 Principal Contact : Michael Holtsclaw  
 Vendor Contact Phone: 304-348-7078 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

Vendor Signature X *Michael Holtsclaw* FEIN# 56-1074313 DATE *8/31/2023*

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

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

(Printed Name and Title) Michael Holtsclaw

(Address) 300 Summers Street Charleston, WV 25301

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

(Email address) Michael.Holtsclaw@Truist.com

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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Truist Bank

(Company)

Michael Holtsclaw SVP

(Signature of Authorized Representative)

MICHAEL HOLTSCLAW SVP

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

304-348-7078/304-348-1185

(Phone Number) (Fax Number)

Michael.Holtsclaw@Truist.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ WWV2400000003**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Truist Bank \_\_\_\_\_

Company \_\_\_\_\_

*Michael Hottelclaw SVP*  
Authorized Signature \_\_\_\_\_

*08/31/2023*  
Date \_\_\_\_\_

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



# Workforce West Virginia

Centralized Request for Quote Financial

Presented by Truist Bank

Michael Holtsclaw  
Senior Vice President  
Market President  
300 Summers Street  
Charleston, WV 25301  
304.348.7078  
[Michael.Holtsclaw@Truist.com](mailto:Michael.Holtsclaw@Truist.com)



Presented by Truist Bank

# Workforce West Virginia

## Centralized Request for Quote Financial

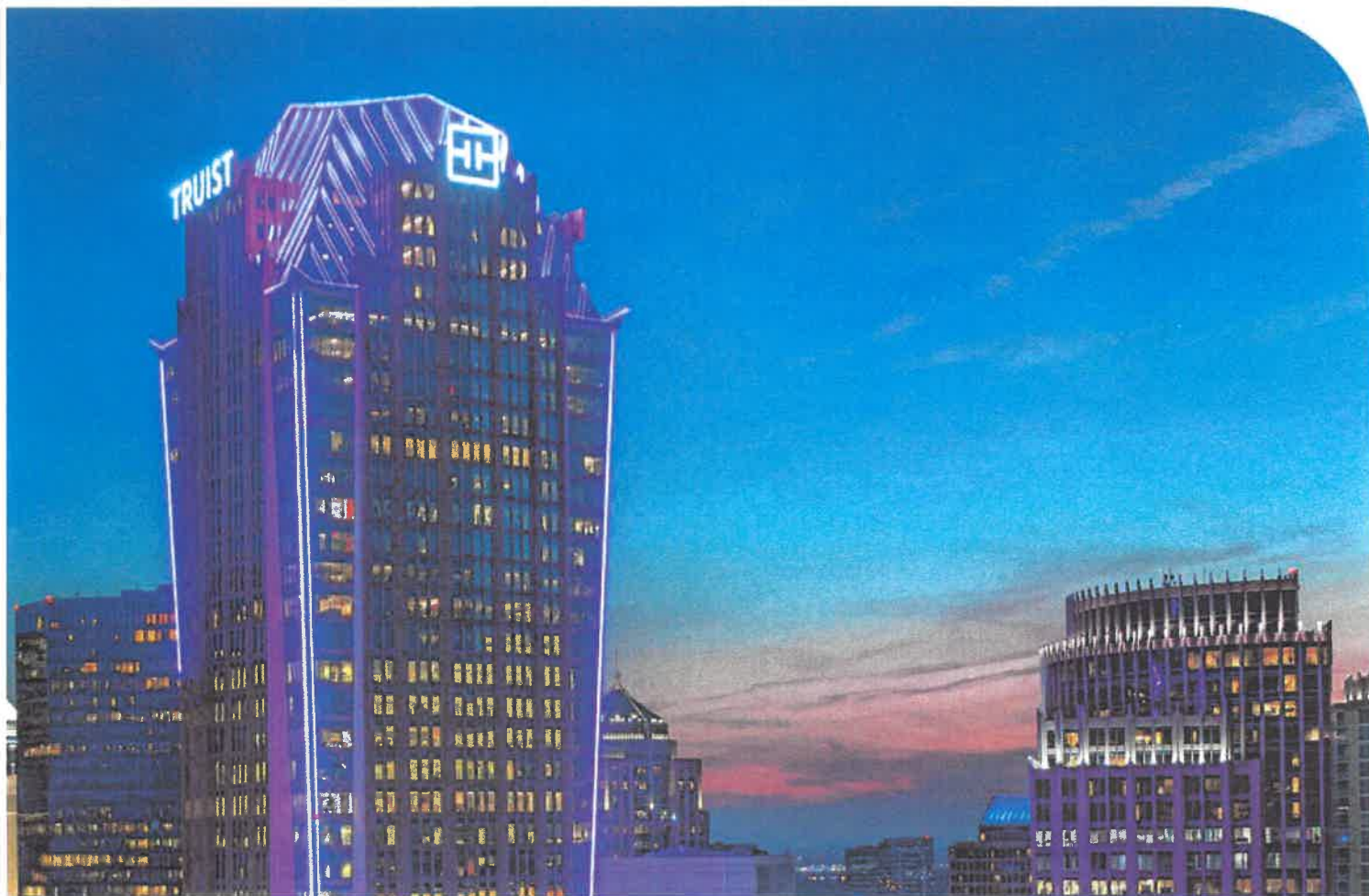
9/06/2023

1:30PM

CRFQ # 0323 WWV240000003

Michael Holtsclaw  
Senior Vice President  
Market President  
300 Summers Street  
Charleston, WV 25301  
304.348.7078  
Michael.Holtsclaw@Truist.com

Courtney Pack  
Assistant Vice President  
CCB Associate II  
300 Summers Street  
Charleston, WV 25301  
304.353.FF1576  
Courtney.Pack@Truist.com





9/06/2023

Brandon L. Barr, Buyer  
Workforce West Virginia  
Brandon.L.Barr@wv.gov

Dear Mr. Barr,

Thank you for the opportunity to provide Workforce West Virginia ("WFWV") with a Treasury and Deposit solution that meets your objectives to achieve the most productive use of cash and resources, minimize operating costs and bank fees, safeguard assets, utilize available technology, and provide maximum flexibility in the management of day-to-day operations. As the incumbent, we are well positioned to continue meeting the requirements put forth by this RFP and we are committed to developing a stronger relationship with WFWV by providing high-quality, efficient banking services at very competitive prices. We are committed to delivering WFWV solutions aimed to meet and exceed your current needs and expectations.

Truist provides a comprehensive array of payables, receivables, fraud prevention, liquidity, and information management solutions. Our industry-leading capabilities include a full spectrum of access channels flexible enough to support your unique needs – from data transmission to a mobile app. Our service offerings deliver robust functionality and flexibility to meet WFWV's varying – and continuously evolving – business needs.

Our aim is to serve as an advisor to WFWV, provide expert advice and support regarding new technologies and banking services, and to work in tandem with you as WFWV simplifies and improves its financial processes. Our extensive and long-term experience working with similar entities allows us to function strategically, get ahead of future industry developments and changes, and streamline WFWV's operations. Through a collaborative, consultative approach to understanding your business strategies, Truist delivers comprehensive solutions supported by a heritage of exceptional client service.

In summary, we would be honored and privileged to continue our partnership with WFWV. Our proposal presents a range of solutions that serves WFWV well, now and in the future, as technology and changing demographics continue to alter the financial services landscape. Our pledge is to provide an unsurpassed level of expertise and service excellence, delivered by a highly personalized team of seasoned professionals, who will ensure a strong and successful relationship.

Sincerely,

Michael Holtsclaw  
Senior Vice President  
Market President

Truist Bank, Member FDIC

# Table of Contents

**Executive Summary .....5**

**Corporate Profile .....7**

**The Truist OneTeam Approach® .....10**

**Your Dedicated Relationship Team.....11**

**Mandatory Requirements .....40**

**Appendix.....79**

# Executive Summary

Truist Bank (the Bank) wants to thank Workforce West Virginia (“WFWV”) for giving us the opportunity to present our banking and treasury management solutions to you. We are committed to providing high-quality, efficient collection and disbursement solution services at very competitive prices. Our proposed solutions are composed of both required and recommended services that represent our understanding, ability and commitment to meeting your needs.

## A Premier Financial Institution

BB&T and SunTrust, two iconic franchises, combined in a merger of equals to create the seventh-largest U.S. bank holding company with 275 years of combined history serving clients and communities in high growth markets. The combined bank is now known as Truist Bank (Truist). With our shared mission- and purpose-driven cultures, Truist will be true to our legacy as BB&T and SunTrust. It will move forward with the same trust and transparency you’ve come to expect. It also signals a shared belief in relentlessly building a better future, for our clients, associates, teammates and communities. By joining forces with a shared mission of putting our clients first, we’ll be able to accelerate our investment in transformational technologies, so we can better serve you.

## Collaborating with WFWV to Achieve Your Goals

A significant part of our role as your banking services provider is to offer you strategic advice and guidance as you look to the future. Through a collaborative, consultative approach to understanding your business strategies, we will provide new ideas and fresh approaches to service delivery as we work to simplify WFWV’s day-to-day operations and open new avenues toward automation and efficiency. Truist offers a full portfolio of comprehensive Treasury Management solutions and can create customized solutions for WFWV.

**WFWV can be confident that Truist understands your business. To demonstrate, the following table outlines our proposed approach and some of the ways we deliver on your requirements.**

<b>Comprehensive Treasury Solution</b>	<p>Truist has responded to each RFP question within our proposal and described its approach to completing each required objective.</p> <ul style="list-style-type: none"><li>• Our treasury solutions portal, Digital Treasury, provides comprehensive and customizable reporting.</li><li>• Remote Deposit Capture is a web-based software application that allows clients to submit check images for deposit electronically from their facility using a scanner and a personal computer.</li></ul>
<b>Dedicated Relationship Team</b>	<p>Truist offers a unique blend: We provide you with a local market-based Relationship Team that understands your business and has product expertise, stringent quality control, and strives to provide high-touch customer service. WFWV’s Relationship Team will deliver the personalized service you deserve from your financial partner.</p>
<b>Implementation</b>	<p>For the implementation of new services, we are committed to ensuring a smooth transition for WFWV. Through decades of experience managing implementations, we have perfected our strategies and processes and developed a procedural architecture that can be adapted and refined to suit the specific needs of each individual client. We do the heavy lifting, so resources from you are minimized.</p>
<b>Data Security</b>	<p>Truist follows a comprehensive, risk-based information security strategy that includes multilayered defenses and technologies with continuous enhancement designed for early and rapid cyberthreat monitoring, detection, response, and recovery. We cultivate a risk-aware culture, protecting systems and data through</p>



---

robust testing, training, and education for teammates and by providing data protection guidance and education to clients.

Truist continually invests in our cybersecurity capabilities and innovation, including where and how our security and response teams operate. For example, we are developing cyberfusion centers that unite cybersecurity experts with teams across the enterprise, such as fraud, physical security, risk, and business partners. Our cyberfusion centers enhance our speed and ability to monitor, detect, prevent, and respond to cyberthreats.

---

### **Social Responsibility**

At Truist, our environmental, social, and corporate governance contributions are more than a responsibility—they are an opportunity to fulfill our purpose to inspire and build better lives and communities. By doing our part as a corporate citizen to help build a better quality of life for the communities in which we live and work, we hope to inspire others to do the same and create a ripple effect of meaningful change.

Our Corporate Social Responsibility Report details Truist’s collective environment, social and governance achievement. The Truist Corporate Social Responsibility Report is available on our website: <https://ir.truist.com/corporate-social-responsibility>.

---

### **Digital Innovation**

At Truist, our mission is to provide distinctive, secure, and successful experiences through touch and technology. We use the equation “touch + technology = trust” to describe how Truist delivers to clients the sum of our passion for personal, best-in-class service plus transformative technology to earn their trust and meet their needs efficiently and conveniently.

The new Truist Innovation and Technology Center (ITC) will be the nexus of innovation as we develop a new generation of client-centered financial services and products. The ITC houses agile teams that work directly with clients to help us test, learn, and gather feedback to redefine the digital experience. It provides a space to co-create, conduct research, practice design thinking, and harness intelligent automation to deliver services that optimize privacy, security, and ease of use.

---

### **Pricing Summary**

Truist understands the importance of market pricing, and we believe you will find the Bank to be very competitive within the market.

- Please see pricing provided on Page 73.

---

As your banking partner, we analyze your business processes and help you take advantage of all aspects of payment automation. The result: innovative solutions that can increase your efficiency and meet objectives across all facets of your cash cycle. These solutions are enabling thousands of organizations to streamline financial processes, reduce risk and optimize working capital.

# Corporate Profile

Truist Financial Corporation (NYSE: TFC) is a purpose-driven financial services company committed to inspiring and building better lives and communities. Truist Bank, Truist's largest subsidiary, was chartered in 1872 and is the oldest bank headquartered in North Carolina. Truist offers a wide range of services including retail, small business and commercial banking; asset management; capital markets; commercial real estate; corporate and institutional banking; insurance; mortgage; payments; specialized lending; and wealth management. Truist has leading market share in many high-growth markets in the country. Headquartered in Charlotte, North Carolina, Truist is a top 10 U.S. commercial bank with total assets of \$574 billion as of March 31, 2023



**Top 10 U.S.  
commercial bank**



**\$574B  
in assets**



**\$405B  
in deposits**



**\$330B  
in loans**



**50,000+  
teammates**



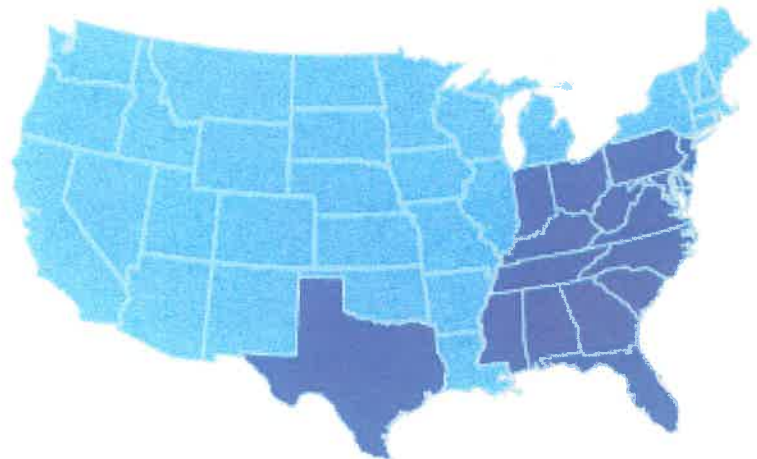
**~15MM  
client households**

## Regional businesses

- Commercial Banking
- Premier Banking
- Retail Banking
- Small Business
- Treasury Solutions
- Wealth

## National businesses

- Commercial Real Estate
- Corporate and Investment Banking
- Dealer Finance
- Mortgage
- National Consumer Finance and Payments
- Retail and Wholesale Insurance



**Regional  
businesses**

**National  
businesses**

## A Leading Financial Institution

Asset Size (\$ B)		
1	JPMorgan	\$3,744
2	Bank of America Corporation	\$3,195
3	Citigroup	\$2,455
4	Wells Fargo	\$1,886
5	U.S. Bank	\$682
6	<b>Truist Financial Corporation</b>	<b>\$574</b>
7	PNC	\$562
8	Capital One	\$455
9	Citizens Bank	\$222

## The Safety, Soundness, and Strength of Truist

There's nothing more valuable than trust. That's why, at Truist, you'll get honesty, transparency, and integrity, plus solutions to fit your needs. Truist has a rich history of safety and soundness and is well-positioned for the future. We have a strong balance sheet with significant access to liquidity and funding. We are well-capitalized—well above regulatory standards. Our deposit base is granular and very diverse and allows us the privilege of supporting our purpose to inspire and build better lives and communities.

Truist has one of the most diverse business mixes in banking. We have strong market shares in many of the most vibrant markets in the Southeast and Mid-Atlantic. Several of our businesses operate nationally, including Corporate & Investment Banking, Insurance, Mortgage, CRE, Consumer Finance Solutions, and Wholesale Payments.

With healthy capital levels, solid earnings, and credit ratings among the highest of our peer group, we continue to provide our clients with peace of mind and a secure place to grow and borrow money. Our clients can trust we have their best financial interests at heart, no matter the economic climate.

Our strong balance sheets, liquidity, capital ratios and credit ratings underscore our strength and stability. As evidenced by our current financial results, Truist is fiscally sound and fully capable of managing WFWV's Comprehensive Banking Services.

- Strong balance sheet with a strong capital position – well above regulatory standards
- Consistently strong performance in annual Federal Reserve CCAR stress test
- Strong liquidity and funding position with top tier credit ratings
- Among the strongest credit ratings in our peer group

Direct links for our financial statements, including annual reports, are available on our website: <https://ir.truist.com/sec-filings>

**Truist credit ratings as of April 3, 2023:**

**Truist Financial Corporation**

Rating	S&P	Moody's	Fitch	DBRS
Issuer	A-/A-2	A3	A+/F1	AAL/R-1M
Senior unsecured	A-	A3	A	AAL
Subordinated	BBB+	A3	A-	AH
Preferred stock	BBB-	Baa2(hyb)	BBB	AL
Ratings outlook: credit trend	Stable	Stable	Stable	Stable

**Truist Bank**

Rating	S&P	Moody's	Fitch	DBRS
Issuer	A/A-1	A2	A+/F1	AA/R-1H
Senior unsecured	A	A2	A+	AA
Deposits	no rating	Aa3/P-1	AA-/F1+	AA
Subordinated	A-	(P)A2	A	AAL
Ratings outlook: credit trend	Stable	Stable	Stable	Stable

# The Truist OneTeam Approach®

Truist has a proud history of building long-term relationships, delivering sound, reliable advice and executing effectively. The Truist OneTeam Approach® means helping you to create and develop strategies, plans, and solutions. It means having all the right capabilities, from lending to treasury services and from investment banking to private wealth. It means building collaborative client relationships that extend beyond any one transaction or service, all to help your company continue to succeed and grow.

The Truist OneTeam Approach® is an enduring business relationship forged between you and a customized team with financial and industry expertise. Our teams provide responsive and incisive advice and solutions. We'll be there at every stage of development to help you realize your business goals by:

## **Offering extensive capabilities to support your plans.**

Truist offers extensive services and expertise demanded by today's businesses. Our solutions provide owners, managers, developers and investors with a full suite of financial solutions tailored for your industry and business.

## **Delivering advice and solutions informed by deep industry expertise.**

Industry knowledge and expertise forms the basis for useful insight and advice that can help successful businesses. Truist has industry experts with the specialized experience and understanding to help you put together creative solutions that support your business.

## **Forging collaborative relationships with the Truist One Team Approach.**

Business leaders favor relationships with those who understand their business plans and can deliver end-to-end solutions efficiently and effectively. Truist centers our work on the Truist OneTeam Approach® to build a long-term business relationship with you supported by a customized team with financial and industry expertise to look out for your financial needs and help you realize your business and personal goals.

## **Responding with agility, advising with insight, executing with precision.**

Business today operates in a fast-moving environment, dependent on thoroughly informed strategies and well-executed plans. Truist is committed to operating with agile responsiveness, advising with thoroughly considered and insightful ideas and executing with the attention to detail and follow-through that your business needs.

## Your Dedicated Relationship Team

Your Relationship Manager, Michael Holsclaw, leads the overall Truist relationship with WFWV, acts as a strategic financial partner and client advocate, and provides insight to clients on a broad range of financial products and services. Michael will continue to be the primary point of contact for all banking needs. Once notified, Michael will engage the appropriate Truist team and take ownership of ensuring the response to WFWV is accurate and timely. He serves as your advocate and will act as your liaison to other product specialists within Truist. Michael is supported locally by a team for day-to-day operational needs.



Ravane Cristino is your Treasury Consultant, and as such leads the Treasury Solutions relationship with WFWV. Ravane will work with the WFWV team to thoroughly understand your current payment processes and offer suggestions for increasing efficiency and accuracy while reducing risk and increasing working capital.

Truist uses a consultative approach to all of our treasury and payments solutions, and our goal is to be a trusted advisor. Through our consultative approach, your relationship team will continuously invest the time and resources to fully understand the ever changing and growing business needs of WFWV and deliver banking solutions to meet those needs. Both Michael and Ravane will arrange regular meetings with key WFWV personnel to optimize efficiency, reduce unnecessary costs, mitigate fraud risk, and add overall value to the relationship. They will tackle each of these areas through a thorough review and discussion of WFWV's payment cycle.

**A unique blend: Truist provides you with a local market-based Relationship Team that understands your business and has product expertise, stringent quality control, and superior customer service and on-call consultative specialists, making Truist a solid solution to all your banking needs.**

## Relationship Manager

**Michael Holtsclaw**  
Senior Vice President  
Market President  
300 Summers Street  
Charleston, WV 25301  
304.348.7078  
[Michael.Holtsclaw@Truist.com](mailto:Michael.Holtsclaw@Truist.com)

Mike began at BB&T now Truist in September 2002 and is currently the Charleston/Parkersburg WV Market President and manager of the Government and Public Funds Team. He has been in banking for over 20 years, all with Truist. His primary emphasis is to deliver unique financial solutions to all prospects and clients through his local team, Integrated Relationship Partners, and various Truist business lines to meet the individual needs of each client. Mike has provided large commercial and corporate entities with deposit and treasury services similar to those delivered in this RFP. Mike serves as Relationship Manager for the WVSTO and other government entities.

Mike is a lifelong West Virginia resident, a graduate of West Virginia State University with a Bachelor of Science degree majoring in Business Management. He obtained a Master of Business Administration from the College of Business and Economics at West Virginia University. He is also a graduate of the BB&T Banking School at Wake Forest University. Mike is an active participant in numerous civic and professional organizations.

## Treasury Consultant

**Ravane Cristino**  
Vice President  
Treasury Consultant  
3501 Concord Road  
York, PA 17402  
717.443.6705  
[Ravane.Cristino@Truist.com](mailto:Ravane.Cristino@Truist.com)

Ravane has been in the financial industry for almost 20 years, working in capacities such as Retail, Wealth Management and Commercial Banking. Ravane has been with Truist for 2 years. Ravane's role as Treasury Consultant is to support and deliver all Treasury products as required by the RFP. Ravane focuses on relationship management to ensure maximum efficiencies in your business. She has volunteered for Junior Achievement's STEM program for 12 years as well as the Boys and Girls Club and Aaron's Acres.

## Additional Local Support

**Courtney Pack**  
Assistant Vice President  
CCB Associate / Government Support  
300 Summers Street  
Charleston, WV 25301  
304.353.1576  
[Courtney.Pack@Truist.com](mailto:Courtney.Pack@Truist.com)

Courtney has been in banking since 2012. She has been with Truist for 9 years. She started with BB&T now Truist as a Teller and has held various other roles including Relationship Teller, Universal Banker and Teller

Supervisor. Courtney's role during the implementation process will be Project Manager. Courtney is the primary contact for state, local government, commercial, and large federal deposit accounts held at Truist. She has over 6 years of experience working with government contracts. She is skilled in managing large customer portfolio sizes, specifically government portfolios. She has extensive experience in merchant services and supports many state entities with their credit card acceptance.

**Donna Reynolds**  
**Banking Officer**  
**Commercial Client Specialist**  
**300 Summers Street**  
**Charleston, WV 25301**  
**304.348.7278**  
**[Donna.Reynolds@Truist.com](mailto:Donna.Reynolds@Truist.com)**

Donna's main job responsibilities will be the daily operations for the State of West Virginia accounts. This includes but is not limited to preparing and sending the daily balance worksheets, completing the requested Recon transactions, account transfers, assist with questions, etc. Duties also include assisting other government related clients with account opening, maintenance, and questions. I complete monthly invoicing and collection for services. Donna will serve as backup to Project Manager, Courtney Pack. Donna has 40 years of banking experience and tenure with Truist.





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

**State of West Virginia  
 Centralized Request for Quote  
 Financial**

Proc Folder: 1274462		Reason for Modification: Addendum 2 to answer vendor questions	
Doc Description: Banking services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-30	2023-09-06 13:30	CRFQ 0323 WWW2400000003	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000213792  
 Vendor Name : Truist Bank  
 Address :  
 Street : 300 Summers Street  
 City : Charleston  
 State : WV Country : United States Zip : 25301  
 Principal Contact : Michael Holtsclaw  
 Vendor Contact Phone: 304-348-7078 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

Vendor Signature X *Michael Holtsclaw* FEIN# 56-1074313 DATE *8/31/2023*

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, WorkForce West Virginia is soliciting bids from qualified vendors to establish an "Open-End" contract for the purchase of Banking Services per the Specifications, Terms & Conditions and bid requirements as attached.

**INVOICE TO**

WORKFORCE WEST  
VIRGINIA  
1900 KANAWHA BLVD, EAST  
BLDG 3, 3RD FLOOR, SUITE  
300  
CHARLESTON WV  
US

**SHIP TO**

WORKFORCE WEST  
VIRGINIA  
1900 KANAWHA BLVD, EAST  
BLDG 3, 3RD FLOOR, SUITE  
300  
CHARLESTON WV  
US

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

Comm Code	Manufacturer	Specification	Model #
84121500			

**Extended Description:**

Banking services to provide benefit distribution services for West Virginia Unemployment Claimants per specifications hereto in. Please refer to the attached pricing page in the header of the document

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Q&A Deadline at 10:00am ET	2023-08-28

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Revised 11/1/2022

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **August 28th, 2023 at 10:00am ET**

Submit Questions to: Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Brandon.l.Barr@wv.gov](mailto:Brandon.l.Barr@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 11/1/2022

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**  
**BUYER:** Brandon Barr  
**SOLICITATION NO.:** CRFQ WWV2400000003  
**BID OPENING DATE:** August 31st, 2023  
**BID OPENING TIME:** 1:30pm ET  
**FAX NUMBER:** 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wvOASIS* (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 08/31/2023 at 1:30pm ET

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

Revised 11/1/2022

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.



## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

Revised 11/1/2022

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

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

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

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

Revised 11/1/2022

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: 1 million per occurrence.

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

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

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

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

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

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

Revised 11/1/2022

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

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

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

Revised 11/1/2022

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

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

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

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

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

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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



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

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

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

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

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

Revised 11/1/2022

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

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

Revised 11/1/2022

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

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

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

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

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

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

Revised 11/1/2022

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Revised 11/1/2022

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

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

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

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

(Printed Name and Title) Michael Holtsclaw

(Address) 300 Summers Street Charleston, WV 25301

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

(Email address) Michael.Holtsclaw@Truist.com

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

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Truist Bank

(Company)

Michael Holtsclaw SVP

(Signature of Authorized Representative)

MICHAEL HOLTSCLAW SVP

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

304-348-7078/304-348-1185

(Phone Number) (Fax Number)

Michael.Holtsclaw@Truist.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ WWV2400000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Truist Bank

Company

*Michael Holtclaw SVP*

Authorized Signature

*08/31/2023*

Date

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

REQUEST FOR QUOTATION  
WorkForce West Virginia Banking Services

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia ("WFV") to establish an open-end contract for banking services for benefit distribution to our clients as well as clearing account functions. WFV 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.

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

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "ACH" means Automated Clearing House.
  - 2.2 "Agency" means WorkForce West Virginia (WFV).
  - 2.3 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.4 "Contract" means the binding agreement that is entered into between the State and the vendor to provide the Contract Items as specified herein.
  - 2.5 "DIF" means Deposit Insurance Fund.
  - 2.6 "Earnings Rate" means the interest rate paid by the financial institution and is part of the pricing.
  - 2.7 "EDT" means Eastern Daylight Time.
  - 2.8 "FAM" means Fiscal and Administrative Management section of WorkForce West Virginia.
  - 2.9 "FDIC" means Federal Deposit Insurance Corporation.

Revised 10/27/2014



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

---

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

### **3. QUALIFICATIONS:**

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

- 3.1. The vendor must have at least ten (10) years of experience with reviewing internal control and uniform guidance compliance related to Federal grants.**

Truist is a corporate entity that provides Banking Services within the scope of State and Federal rules.

- 3.2. The vendor, upon request from WFWV, must be able to provide a list of references (name, phone number, and mailing address of client) as proof of the required experience.**

Acknowledged. References will be provided upon request.

(The remainder of this page is intentionally left blank)

## 4. MANDATORY REQUIREMENTS:

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

Truist will provide Agency with the Contract Items listed below on an open-end and continuing basis. Responses outlined below will meet and/or exceed the mandatory requirements shown below.

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

Truist is a state bank and an approved state depository.

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

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

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

Truist does not engage in the boycott of energy companies. Truist does business with companies that engage in exploration, production, utilization, transportation, sale, and/or manufacturing of fossil fuel-based energy.

- 4.1.3. Benefit Accounts: The financial institution must provide WFWV with the following benefit accounts named as follows.**

- 4.1.3.1. "Unemployment Compensation Payment Account" to be used to pay Unemployment Benefits to claimants.**

Truist will provide this benefit account.

- 4.1.3.2. "Trade Readjustment Account" used to pay claimants that are affected by Foreign Competition.**

Truist will provide this benefit account.

- 4.1.3.3. "Disaster Unemployment Act Account" used to pay claimants that are unemployed due to a type of disaster (i.e. Business was flooded).**

Truist will provide this benefit account.

**4.1.3.4. "Special Account" used to pay for court costs for appeals and other costs not associated with benefit payments. Funding for this account comes from a transfer from the Unemployment Compensation Clearing Account A.**

Truist will provide this benefit account.

**4.1.3.5. "Trade Adjustment Assistance Act" account to pay participants registered in the training program.**

Truist will provide this benefit account.

**4.1.3.6. "Alternate Trade Adjustment Assistance" account to pay participants registered in the Trade Adjustment Assistance Program that are over the age of 55.**

Truist will provide this benefit account.

**4.1.4. Benefit Accounts: The financial institution must provide WFWV with the following services for the benefit accounts shown in 2.1.1.**

Truist will provide the services for benefit accounts as listed on the Exhibit A Pricing Page 2.1.1.

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

Acknowledged. WFWV currently subscribes to Truist's Digital Treasury. Digital Treasury is Truist's treasury management platform for commercial clients desiring real-time access to transaction origination, detailed reporting, and enhanced controls. This distinctive application is easy to navigate and has everything you need, including powerful capabilities to support and simplify your existing processes. Digital Treasury offers several different tools for companies to initiate transactions, reconcile accounts, and mitigate fraudulent activity. Functions include Information Reporting, Fraud/Risk Management, Payments, and Administration.

Through Digital Treasury, assessing and managing your business accounts is simple and intuitive. Digital Treasury offers centralized access to a comprehensive suite of Treasury solutions, as listed below:

- Balance and Transaction Reporting
- Alerts and Notifications
- ACH Services
- Payment Management (ACH, Account Transfers, Wire Transfers, Real-Time Payments)
- Statements & Special Reports
- Fraud Control Solutions such as Positive Pay, Payee Positive Pay, and Reverse Positive Pay
- Importing Positive Pay issues and void files
- Managing Positive Pay exceptions
- Online Images Services and Search Capabilities
- Stop payments
- Enhanced Reporting

There are no limits to the number of Users that can access Digital Treasury. Our powerful application allows WFWV to control the creation, approval, and release of transactions. In addition, your Digital Treasury Administrator has the ability to establish authorized Users, entitle specific functionality/ capabilities to Users, set limits and approval structures on User transactions, reset User passwords, lock/unlock Users and perform User activity audits. Digital Treasury operates in a layered defense environment and has multiple levels of security to protect your sensitive financial information. Digital Treasury is a web-based service without special hardware or software required.

## Information Management Tools

Digital Treasury offers a suite of comprehensive information management tools:

### Manage your Cash Position

Powerful information reporting tools to help you reconcile transactions and manage your daily cash position:

- Simplified and personalized interactive views of your accounts and transactions
- Quick snapshot of your global cash position across accounts based on latest activity
- Multibank reporting allows view of account balances and transactions from all your banking relationships

### Enhanced Reporting

- Use previous-day information reporting to help you reconcile your posted transactions
- Take control of your accounts with complete views of current-day balances and transactions in Real-Time with expanded detail
- Obtain critical, enhanced details for many transactions including ACH, wire transfers, returns, deposits and more
- Access powerful reporting capabilities including ability to customize either summary or detail reports
- Search for specific transactions by type, date, amount, reference number, keyword search and more

### File Downloads

- Export and download data in Excel, CSV, BAI2, TSV, CS Basic, SWIFT MT940, SWIFT MT942, ISO20022 and QuickBooks formats

### Statements & Special Reports

Get quick access to electronic versions of:

- Statements for deposit and savings accounts, account analysis, merchant services, and investment sweep
- Account reconciliation and ACH initiation reports

### Payments, Account Services & Administration

Convenient access to detailed reports and confirmations for:

- Account transfers, wire transfers, ACH, real-time payments, stop payments, positive pay, reverse positive pay
- Administrative and audit

### Business Loans

- Quick access to your loan accounts including summary, detailed transaction history and loan statements

### Imaging

- View images of checks, deposits and returned deposited items directly from reports or transaction search results
- A full seven-year image archive

### Controlled Disbursement

- Accurately determine your daily funding requirement by receiving advanced notice of checks that will post to your account

## The Bank offers several tools to help Digital Treasury clients mitigate the risk of fraud. These include:

**Log-on Credentials:** Assigned Digital Treasury company Administrators are provided log-on credentials and 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.

**Security Token:** The Bank requires multi-factor authentication for all Users via hard token devices or the Truist Authenticator app. Token code entry is required at both log-in and payment approval.

**Dual Approval:** 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. By using separation of duties, clients can help mitigate the potential for internal and external fraud. Dual approval for administrative changes or admin User maintenance can be activated, if requested.

**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 the Bank based on your company's needs.

**Alerts:** Alerts allow 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.

**4.1.4.2. WFWV will send, to the financial institution, a report electronically by 8PM ET Monday through Friday containing all checks written against the account daily. On a daily basis, the financial institution must provide WFWV an electronic notification containing a report that lists any check exceptions which are items that do not match the electronic file, if any exist. The report must be submitted to WFWV by 11AM ET daily. WFWV will respond to any exceptions by 4PM ET, the "default" will be to not honor those exceptions. However, WFWV reserves the right to change the "default" at any time. The financial institution must pay all benefit checks written on WFWV's accounts when presented for payment unless there are exceptions that are deemed to be invalid after investigation.**

**Acknowledged.** Payee Positive Pay monitors and matches payee names in addition to the standard check number and amount fields.

- **Information Sharing:** WFWV sends a file to Truist containing issued check information. Check issue files may be uploaded via Digital Treasury or transmitted to the Bank. Clients can transmit Positive Pay files to the Bank by FTP. Issued check data submissions are processed every 30 minutes, Monday through Friday, from 8 am to 7 pm ET. Check issues files received between 8 am and 7 pm ET will be processed the same business day.
- **Check Distribution:** After providing this data to Truist, your company releases the checks to each payee.
- **Automated Data Comparison:** Truist compares posted checks to WFWV's issued check information to identify any check serial number and dollar amount mismatches. Payee Positive Pay screens and matches payee names in addition to the standard check number and amount fields and provides even stronger protection than traditional Positive Pay. Optionally, you may choose to have checks screened for maximum dollar amounts and stale issue dates. Exception checks are manually examined by Truist for encoding errors and misreads. If applicable, mistakes are corrected.

- **Notification:** Based on your custom notification preferences, the Bank sends email notifications alerting you of any Positive Pay exceptions for the day. You log in to Digital Treasury to review the exceptions.
- **Decision Action:** WFWV advises Truist of exception checks to be paid or returned each business day by the decision deadline. Positive Pay exception items are available for review via Digital Treasury by 10 am ET each business day. Pay or return decisions must be completed by 4 pm each business day. If you take no action, Truist safeguards your account by returning all exceptions (when a default decision of return is established).

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

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

Truist will transmit files via SFG (Sterling File Gateway) containing monthly check reconciliation data for each account specified on the transmittal/file name. Truist will provide access to Digital Treasury that maintains copies of all checks cleared for a length of 7 years. At the end of the contract, WFWV will be provided access to the monthly data files that may be downloaded to the media of their choosing. Items mentioned in this response will be available prior to the requirement of the ninth calendar day following month said checks are paid. If WFWV MIS Division rejects a file, Truist will work with Division to rectify problems identified. Truist will work to return a new file within five (5) calendar days.

SFG platform supports an array of secured internet protocols (i.e. FTPS (SSH), sFTH (SSL), PGP encryption, AS2, AS3, https). We also give clients the ability to set up proactive notifications indicating the status of file delivery. Truist can also support payments and information reporting via SWIFT SCORE and FileAct.

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

Truist will destroy checks after 45 calendar days. Access to images within Digital Treasury are available and retained for 7 years.

**4.1.4.5. The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The reserve requirements will be calculated in accordance with FDIC regulations [Codified at 12 CFR §204.4] and furnished to WFWV and will be subjected to verification by WFWV. The earnings rate will be calculated by the institution and will be subject to verification by WFWV.**

Truist will provide the number of items processed to WFWV with a monthly account analysis invoice. Reserve requirements will be calculated in accordance to FDIC regulations and available on account analysis invoice. Earnings rate is available in the attached Exhibit A pricing page.

**4.1.4.6. Each month, the financial institution must provide the information necessary to WFWV to complete the United States Department of Labor Form ETA 8413, for Benefit Payment Account attached here to as Attachment A and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8413, the financial institution will provide FDIC cost for Line 17 Other Costs. Lines 18 and 19 may include service fees. The FDIC cost must be listed separately on the invoice. The only service charges allowable in any resulting contract shall be the charges quoted in the attached Pricing Pages, (Exhibit A).**

Truist agrees to provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8413. Truist will provide by date requested. Truist will provide FDIC cost. FDIC cost will be listed separately on the invoice. Truist will adhere to Exhibit A pricing.

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

Truist will allow additional accounts to be opened at the same price as currently provided.

**4.1.5. Clearing Accounts: The financial institution must provide WFWV with the following clearing accounts named as follows.**

**4.1.5.1. "Operating Account A" - Funds going in this account will be the employer contributions to the unemployment compensation system and checks will be written for employer refunds.**

Truist will provide required clearing account.

**4.1.5.2. "Clearing Account B" - This special clearing account will be established for the same-day processing of federal monies (wires, transfers, and ACH). No checks will be written on this account.**

Truist will provide required clearing account.



**4.1.6. Clearing Accounts: The financial institution must provide WFWV with the following services for the clearing accounts listed in 2.1.3.**

Truist will provide WFWV Clearing Accounts with services listed on Exhibit A Pricing Page 2.1.3.

**4.1.6.1. The financial institution must provide a remote deposit check processing service. All equipment and necessary software will be provided by the financial institution. This is WFWV's preferred option for check deposits.**

Our Remote Deposit Capture solution provides WFWV the ability to send electronic check images for deposit to Truist by simply using your PC and an approved check scanner. The web-based Remote Deposit Capture application lets you image the front and back of each check and capture the data from the MICR line, then transmit the images to Truist for deposit from any of your business locations.

Check images are unified into a single workflow for ease of back-office processing. This allows WFWV to easily monitor bank deposits and maximize cash flow.

All equipment and necessary software will be provided through third party vendor. Access to third party vendor is provided by the financial institution. Equipment is available additional fee as disclosed in attachment to Exhibit A.

**4.1.6.1.1. WFWV will maintain the physical checks for 45 calendar days before being shredded.**

Truist agrees with 45 calendar day retention of physical checks.

**4.1.6.1.2. The financial institution must provide a consultant who will schedule implementation, onboarding, and training of the remote deposit check processing service.**

Truist has available a designated onboarding specialist team. Individuals will be assigned as necessary to support onboarding of this contract. Truist employs a local support team located at Truist Place at 300 Summers Street Charleston, WV 25301. This team, comprised of Michael Holtsclaw, Relationship Manager, Courtney Pack, Project Manager, Donna Reynolds, CCS, and Jennifer Hill, CCS, will be available to assist with implementation. Ravane Cristino, Truist Treasury Consultant, will be available to assist with onboarding and training. Additionally, online, self-directed training is available for Remote Deposit Capture and may be found in the Treasury Resource Center website: <https://treasuryresources.truist.com/>.

**4.1.6.2. Secondary option, the financial institution must provide daily armored/car/courier services for transporting of all deposits from WFWV located at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV by 3PM EDT to their location.**

Truist acknowledges that WFWV's preferred option for check deposits is Remote Deposit Capture, as mentioned in 4.1.6.1. However, Truist can also accommodate courier services for transporting all deposits from WFWV located at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV by 3PM EDT daily to local Truist branch.

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

Truist will credit all deposits made during banking hours as same day deposits.

For determining the business day of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during regular business hours on a business day that we are open, we will consider that day the day of your deposit. However, if you make a deposit after the end of a current business day, a Saturday or Sunday, a federal holiday, or on a day we are not open; we will consider the deposit made on the next business day we are open.

The Bank determines when deposited items are considered collected or available for the payment of checks or withdrawal based on the number of business days from the day of your deposit. The business day of your deposit is indicated on the deposit receipt provided by the teller. Truist Place located at 300 Summers Street Charleston, WV business day cutoff time is 5 PM EDT. Inclement weather, natural disasters, or computer or electronic failures may also affect the banking day and business hours.

**4.1.6.4. The financial institution, by 10:30AM ET, on the day following the deposit pick-up will; (1) process the deposit checks and cash through the proof WFWV and sort such deposit checks by zero-, one-, and two-day clearing times; and (2) provide WFWV with the collected balance, upon request. The financial institution will send an email each morning to WFWV of the total cash balance on hand to the Director of FAM, Assistant Director of FAM, Accounting Section, and his/her designee(s) for all benefit and clearing accounts. The daily balance notification and information is required and not negotiable. WFWV will be responsible for determining the amount of transfer to the trust funds from the Operating Account A. Said transfer will be made in increments of one hundred dollars. As promulgated by State Code, §21A-8-5 which states Clearing Account; upon the receipt of payments and other moneys payable into the clearing account fund under this chapter, shall immediately be deposited in the clearing account.  
<https://code.wvlegislature.gov/21A-8-5/>**

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

Truist local support team will provide the services as described.

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

WFWV will have access to Digital Treasury to obtain images of insufficient fund checks and deposit errors. Local support team will also notify WFWV of any insufficient fund checks and deposit errors by secure email.

**4.1.6.6. The financial institution must receive and accept ACH and Wire Credit electronic payments from employers and Third-Party Administrators (TPAs) for employer contributions and deposit the funds into the Clearing Account A. The financial institution must accept addendum records in NACHA CCD+ format from the TPAs, balance settlement totals daily against deposits posted to the account per NACHA Operating Rules, and provide the information embedded in the addendum records to WFWV, electronically, via a secure FTP site. Information such as employer, employer ID number, amount of payment, and quarter/year the payment applies to, etc. The financial institution may be required to adjust procedures to conform to technical requirements. The financial institution must identify the TPA and deposit amount on the daily e-mail to WFWV. Note: The agency has approximately 10 TPAs per month which reflects approximately 2,500 deposits per month.**

Truist will receive and accept the ACH and Wire Credit electronic payments from employers and Third-Party Administrators (TPAs) for employer contributions and deposit the funds in the Clearing Account A. Truist will accept addendum records in NACHA CCD+ format, 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, via secure FTP site. TPA information will be identified on the daily email to WFWV.

**4.1.6.7. The financial institution must provide WFWV with on-line access to all clearing accounts. WFWV must have the ability to view account balances, daily deposits, and account activity, to transfer funds between accounts, and receive ACH and Wire payments. The agency does utilize both current and prior day reporting.**

Truist will provide WFWV with online access to all clearing accounts through Digital Treasury. WFWV will have the ability to view account balances, daily deposits, account activity, transfer funds between accounts, and receive ACH and Wire payments. Current day and prior day reporting will be available.

**4.1.6.8. The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The earnings rate will be determined by the institution.**

Truist will provide the number of items processed to WFWV with a monthly account analysis invoice. Earnings rate is available in the attached Exhibit A pricing page.

**4.1.6.9. Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8414, for the Operating Account A, attached here to as in "Attachment B", and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8414 the financial institution will provide FDIC cost for Line 17 Other Costs. Lines 18 and 19 may include service fees and CCD+ addendum file fees associated with accepting deposits from a TPA. The FDIC cost and fees associated with TPA payments must be listed separately on the invoice. The only service charges allowable shall be the charge quoted in the attached Pricing Pages (Exhibit A).**

Truist agrees to provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8414. Truist will provide by date requested. Truist will provide FDIC cost. FDIC cost will be listed separately on the invoice. Truist will adhere to Exhibit A pricing.

**4.1.6.10. The financial institution must only charge a single fee for ACH credits, which includes the associated addenda records. Therefore, an ACH credit with one addenda record would be charged the same fee as an ACH credit with multiple addenda records. The agency is referring to ACH credits which are incoming credits to WFWV. The financial institution will also charge for the delivery of the NACHA CCD+ formatted file containing ACH credit transactions and the associated addenda record(s).**

Truist 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 10 and counted like any draft deposited. Lines 11 and 12 are charged by file, regardless of addenda count. Lines 10, 11, and 12 will be included on the attached Exhibit A pricing page.

**4.1.6.11. The financial institution must not charge for ACH items originating from the WV Treasurer identified as Company ID 1556000814. Note: the agency estimates the approximately 40 ACH items occur per month.**

Truist will not charge for ACH items originating from the WV Treasurer.

**4.1.6.12. Vendor must provide collateral for all deposit balances according to West Virginia State Code §12-1-4 and 12-IB. Collateral provided should follow the guidelines set by the West Virginia State Treasurer's Office collateral policy.**

Truist will provide collateral for all deposit balances in accordance with West Virginia State Code.

**4.1.6.13. According to West Virginia State Code §SA-3-4-(8) <https://code.wvlegislature.gov/SA-3-4/> and the attached Terms and Conditions {section 11}, the financial institution agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide collateral requirements. This clause shall in no way be considered exclusive and shall not limit the State or WFWV's right to pursue any other available remedy. The Executive Director may waive this assessment in his judgement if circumstances beyond the control of the financial institution caused the collateral deficiency. Any such circumstances must be documented in writing and submitted to the Executive Director for consideration.**

Truist agrees that liquidated damages shall be imposed at rate listed per day for failure to provide collateral requirements.

(The remainder of this page is intentionally left blank)

**4.1.6.14. In the clearing account, the financial institution must have the capability of receiving and transmitting monies by wire. Said monies received by the financial institution will be considered immediately collectable and available for transfer. Note: WFWV estimates that approximately 12 employees could potentially originate wire transfers and under normal circumstances the agency processes approximately 100 wire transfers in any given month.**

Truist can receive and transmit monies by wire. Said monies will be considered immediately collectable and available for transfer. WFWV will transmit wires through Digital Treasury.

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

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

Truist supports a managed file transfer service that allows WFWV to send files using your own File Transfer Protocol (FTP) solution or through a supported internet browser. Files can be sent to or received from the Bank directly from your network or a hard drive. You can dedicate more time and resources to your business while integrating the financial data sent or received over the internet.

	Hypertext Transfer Protocol Secure (HTTPS)	Secure File Transfer Protocol (SFTP)
Encryption Strength	2048-bit encryption level	2048-bit encryption level
Software Requirements	Microsoft Internet Explorer version 8.0 or higher Mozilla Firefox 3.5 and later Apple Safari 3.2 and later	FTP client software SSL capable
Transmission	Internet, SFTP utilizing Secure Shell (SSH)	Internet, SFTP utilizing SSH
Confirmations	View the directory to confirm the completed file transmission.	Refer to the file confirmation feature described in your FTP software.

For SFTP, key authentication with a minimum 2048-bit level encryption key is preferred, but User ID and password authentication is supported.

Truist also can support a secure FTP transmission using PGP encryption, although our recommendation and advice are to avoid using PGP whenever possible and adhere to the other more secure FTP methods. In addition to FTP, we can support AS2 and AS3 and can also establish a VPN tunnel.

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

FTP and SFG is secure and safeguards against fraud, abuse, and waste.

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

FTP and SFG is secure and protects the right of privacy for all WFWV clients.

**4.1.7.4. Use of Tested State-of-the-Art Techniques - Use tested and state- of-the-art techniques as opposed to untested technology that may or may not be successful.**

FTP and SFG is tested and secure.

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

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

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

Monthly check reconcilment transmittal:

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

Truist will provide proven products and services to meet the required needs of 4.1.7.

- 4.1.8. The successful vendor will be completely responsible for implementation and the transition from the current banking system. This section details the specifics of the tasks involved.**
- 4.1.8.1. The vendor will perform a walk-through immediately after the bid is awarded and will identify, in writing, necessary changes to WFWV's current banking operations.**
- 4.1.8.2. The vendor will provide a one-time virtual training consisting of two sessions each lasting approximately four (4) hours at 1900 Kanawha Blvd., East, Building 3, 3<sup>rd</sup> Floor, Charleston, WV for a maximum of twenty (20) people on the usage of required on-line banking services and transmissions of files at no additional cost to WFWV.**
- 4.1.8.3. WFWV will be responsible for making networking changes deemed necessary and agreed upon by WFWV.**
- 4.1.8.4. WFWV will name a project manager who will be responsible for assembling WFWV project team and will be the focal point for all project issues.**

Truist will comply with all aspects of 4.1.8 and subsections 4.1.8.1-4.1.8.4.

- 4.1.9. The vendor will be responsible for testing all aspects of the new banking system prior to implementation. UA (User Acceptance) test results will be documented in writing by the financial institution and will be verified and subject to acceptance by WFWV.**
- 4.1.9.1. Testing will minimally consist of the following:**
  - 1. Transmission of electronic files to and from the vendor and WFWV.**
  - 2. On-line activities to test transactions.**
  - 3. Connectivity tests (i.e., password access, data limits, etc.).**
- 4.1.9.2. Test results will be documented in writing, presented to WFWV for review and subject to their written approval.**
- 4.1.9.3. The vendor must provide service coverage during the hours of 9AM to 5PM ET Monday through Friday.**
- 4.1.9.4. The vendor must provide two (2) hour response time during regular business hours of 9AM-5PM ET.**
- 4.1.9.5. The vendor must establish a primary operating facility at a single site through use of existing facilities, expansion of facilities, or acquisition of a new facility because the agency requires the vendor to have a physical operating facility.**
- 4.1.9.6. Unless herein specifically provided otherwise, the vendor must ensure that all required monthly reports must be received by WFWV by the 15th day of the month subsequent of the reporting period. For example, a report for the month of February must be received by WFWV by March 15th in the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.**

Truist will comply with all aspects of 4.1.9 and subsections 4.1.9-4.1.9.6. Truist will provide monthly reports as required.

**4.1.10. The vendor must provide the following mandatory requirements.**

**4.1.10.1. The Federal Deposit Insurance Corporation (FDIC) must insure the financial institution. Proof of deposit insurance must be provided within forty-eight (48) hours of notice of award.**

Proof of deposit insurance is provided in Exhibit B.

**4.1.10.2. The financial institution shall implement any FDIC Depositors Insurance Fund fee at the prevailing current published rate and charge through monthly analysis of qualifying accounts.**

Truist will implement FDIC Depositors Insurance Fund fee through monthly account analysis invoice. The fee is illustrated in attached Exhibit A price page.

**4.1.10.3. The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.**

Truist has ACH capabilities.

**4.1.10.4. The financial institution must conform to National Automated Clearing House Association (NACHA) rules.**

Truist does conform to NACHA rules.

**4.1.10.5. The financial institution must comply with all Federal and State Banking Regulations.**

Truist will comply with all Federal and State Banking Regulations.

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

The State will have full and free use of all systems, products, and deliverables supplied by the Purchasing Order resulting from this CRFQ.

**4.1.10.7. WFWV will supply their own check drafts as well as print their own checks.**

Acknowledged. Truist can order check stock and can bill separately outside of the listed contract pricing should this be desired by WFWV.

**4.1.10.8. Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard published monthly rate.**

Acknowledged. Truist will provide monthly as part of the account analysis invoice. The fee is illustrated in attached Exhibit A price page.



**5. CONTRACT AWARD:**

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

**5.1.1.** Vendor should include with their bid a copy of any Software Terms and Conditions that the State of West Virginia or the Agency will have to agree or accept as part of this solicitation. **This information will be required before Purchase Order is issued.**

**5.2. Pricing Page:** If submitting a bid online, Vendors should enter the Unit Price into each commodity line and the system will sum the total amount automatically. If responding with a paper bid, Vendors should download and/or print the assembled Final Solicitation document (with highest version number) from wvOasis and insert their Unit Prices for each Commodity Line.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay for the services provided, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract on a monthly basis. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Revised 10/27/2014

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

---

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

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

**10. VENDOR DEFAULT:**

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

**11. MISCELLANEOUS:**

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

**Contract Manager:** Michael Holtsclaw  
**Telephone Number:** 304-348-7078  
**Fax Number:** 304-348-1185  
**Email Address:** Michael.Holtsclaw@Truist.com

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

---

OMB No.:1205-0154  
OMB Expiration Date: 03/31/2019  
OMB Burden Minutes: 30

**OMB Burden Statement**

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

Revised 10/27/2014

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

---

OMB No.:1205-0154  
OMB Expiration Date: 03/31/2019  
OMB Burden Minutes: 30

**OMB Burden Statement**

OMB Burden Statement: These reporting instructions have been approved under the Paperwork reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a valid OMB control number. Public reporting burden for this collection of information includes the time for reviewing instructions, searching existing data sources, gathering and maintain the data needed, and completing and reviewing the collection of information. Submission is required to obtain or retain benefits under SSA 303(a)(6). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Workforce Security, Room S-4231, 200 Constitution Ave., NW, Washington, DC, 20210

Revised 10/27/2014

**FEDERAL FUNDS ADDENDUM**  
2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

**FEDERAL FUNDS ADDENDUM**

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

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

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

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

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

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**  
(2 C.F.R. § 200.327 and Appendix II)

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

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**  
(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**  
(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of West Virginia  
Purchasing Division

Vendor Name:

By: \_\_\_\_\_

By: Michael Holtsclaw, SVP

Printed Name: \_\_\_\_\_

Printed Name: Michael Holtsclaw

Title: \_\_\_\_\_

Title: Senior Vice President

Date: \_\_\_\_\_

Date: 08/31/2023

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

**W. Va. CSR § 148-1-5**

*Rev. 4/5/2022*

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
 § 148-1-5. Remedies.  
 Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

Rev. 4/5/2022

the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

**5.4. Suspension.**

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

*Rev. 4/5/2022*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Rev. 4/5/2022*



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

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

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

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

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

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

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

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

**5.6. Damages.**

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

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

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

**Credits**

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

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

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

**End of Document**

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

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

**Prevailing Wage Determination**

- Not Applicable Because Contract Not for Construction
- Federal Prevailing Wage Determination on Next Page

*Rev. 4/5/2022*



# Workforce West Virginia

Proposal for Banking Services  
Presented by Truist Bank

## PRICING

Exhibit A - Pricing Page for WorkForce West Virginia Banking Services

5/5/2023 Revised

	Unit of Measure	Unit Cost	Monthly Est. Qty	Month per Year	Extended Cost
<b>2.1.1 Banking Services for six (6) Benefit Accounts</b>					
1. Price per draft presented, edited, and paid	Per Draft	\$ 0.10	5,000	12	\$ 6,000.00
2. Stop payment per draft	Per Draft	\$ 5.00	30	12	\$ 1,800.00
3. Daily Balance/Reporting On-line	Service Fee	\$ 25.00	21	12	\$ 6,300.00
4. Daily Reconciliation and Exception Report	Service Fee	\$ 25.00	21	12	\$ 6,300.00
5. Other <i>(Note: Check-imaging Cd ROM.)</i>	Per Draft	\$ 0.10	5,000	12	\$ 6,000.00
6. Total for Benefit Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add lines one (1) through five (5).)</i>					\$ 26,400.00
7. Earnings Credit <i>*Vendor must enter rate as a decimal* Example: 3.5% entered in cell as .035</i>	Percent/Rate	\$ 0.0125	1,345,574	12	\$ 16,815.99
8. Total for Benefit Accounts after Earnings Credit Rate Reduction <i>(Line six (6) minus line seven (7).)</i>					\$ 9,584.01
<b>2.1.3. Banking Services for two (2) Clearing Accounts</b>					
9. Price per draft presented, edited and paid	Per Draft	\$ 0.13	7,250	12	\$ 11,510.00
10. Price per Deposit associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis	Per File	\$ 1.25	200	12	\$ 3,000.00
11. Price per CCD+ Addendum file accepted from TPA's Files and Deposits in Clearing Account A to be received on a quarterly basis.	Per File	\$ 150.00	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	\$ 150.00	2	12	\$ 3,600.00
13. Price per draft for ACH debits and debit blocks.	Per File	\$ 0.10	7,250	12	\$ 8,700.00
14. Price for Authorized ACH Company ID.	Flat Fee	\$ 25.00	1	12	\$ 300.00
15. Price for ACH Debits Received.	Flat Fee	\$ 150.00	1	12	\$ 1,800.00
16. Daily Balance/Reporting On-line	Service Fee	\$ 25.00	21	12	\$ 6,300.00
17. Total for Clearing Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add line nine (9) through sixteen (16).)</i>					\$ 38,610.00
18. Earnings Credit <i>*Vendor must enter rate as a decimal* Example: 3.5% entered in cell as .035</i>	Percent/Rate	\$ 0.0125	1,671,544	12	\$ 20,889.72
19. Total for Clearing Accounts after Earnings Credit Rate Reduction <i>(Note: Line seventeen (17) minus line eighteen (18).)</i>					\$ 17,720.28
20. FDIC Deposit Insurance Fund (DIF) <i>(Note: FDIC Fee to be assessed to qualifying accounts at the standard published monthly rate. EXAMPLE: 9.1333% per \$1,000 on average ledger balances.)</i>	Rate	\$ 0.0001465	3,017,118	12	\$ 5,304.09
21. Earnings Credit <i>*Vendor must enter rate as a decimal* Example: 3.5% entered in cell as .035</i>	Percent/Rate	\$ -	3,017,118	12	\$ -
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>					\$ 5,304.09
23. Daily Armored Car/Courier Service <i>(See Section 3.1.4.1 of RFQ for pickup location and time.)</i>	Flat Daily Rate	\$ -	30	12	\$ -
<b>2.1.4 Remote Deposit Check Processing Service</b>					
24. Remote Deposit Check Processing Equipment	Flat Fee	\$ 1,025.00			\$ 1,025.00
25. Remote Deposit Check Processing Software	Flat Fee	\$ -			\$ -
26. Remote Deposit Check Maintenance Contract	Flat Fee	\$ -			\$ -
<b>GRAND TOTAL</b> <i>(Note: Add lines eight (8); line nineteen (19); and line twenty-two (22); and line twenty-three (23); twenty-four (24) and twenty-five (25); twenty-six (26).)</i>					\$ 33,633.38

VENDOR IS REQUIRED TO ENTER THEIR TOTAL COST IN WYODASIS 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.)

## Truist Exhibit A: Clarifications

1. Line: 5. Other (Note: Check-Imaging Cd ROM.)
  - a. The number of items reflected in this line will be generated from the line at Truist titled "Digital Treasury Paid Loaded Items." CD ROM will be deleted, per section 4.1.4.3. Imaged items are available through Digital Treasury.
2. Line: 10. Price per Deposit associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis.
  - b. The "Unit of Measure" is listed as "Per File". Truist will charge per DEPOSIT associated with TPA's for this line.
3. Line: 23. Daily Armored Car/Courier Service
  - c. Should WFWV determine that they need Armored Car Service, this fee will be added at a rate of \$10 per day. Per section 4.1.6.1, Truist removed Armored Car pricing as WFWV's preferred option for check deposits is remote deposit check processing service.
4. Section 2.1.4. Remote Deposit Check Processing Service
  - d. Line: 24: Remote Deposit Check Processing Equipment. See attached detail of current pricing provided by third party. Additional machines available per the attached price sheet from third party vendor as well as maintenance agreement at additional fee. Truist included pricing of the Digital Check TS 240-75 scanner.

### Deposit Account Product Recommendation:

#### Public Fund Analyzed Checking

Truist recommends WFWV utilize our Public Fund Analyzed Checking account for its deposit accounts. This checking account would allow WFWV to reduce fees through earnings credit. A variable earnings credit based on the average positive collected balance serves to offset fees on the account. Analyzed Checking accounts can be grouped together with net fees posting to one designated charge account.

Earnings credit rate will be fixed at 1.25% for the initial 1 year term. Earnings credit rates for subsequent option terms are variable and subject to change.

Certain fees are considered "explicit" and cannot be offset with earnings credits. Explicit fees include, but are not limited to: merchant services fees, bank supplies, check orders, some international fees, and retail online banking fees. Earnings Credit Rate (ECR) is applied to the average available balance in the account for the month. This rate is applied to 100% of average available positive balances to allow WFWV to offset service charges with compensating balances.



## Remote Deposit Capture Scanner Pricing

Benchmark Low-Volume Scanner Options	
These scanners can throughput up to 30+ items per minute.	

Digital Check CX30* With inkjet capability	Description	Price
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$550
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$470
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$345
<b>No Warranty</b>	1-year Manufacturer's Depot Warranty	\$325
<i>*Digital Check scanners must have inkjet capability to be compatible</i>		

Lease Option – Single Feed		
Approved models for Lease	Description & Lease Term	Price
<b>Digital Check* CheXpress CX30</b>	Inkjet, No Franker, Depot Warranty (2 year, 24 month term)	<b>\$19 monthly</b>
<b>Digital Check* CheXpress CX30</b>	Inkjet, No Franker, Depot Warranty (3 year, 36 month term)	<b>\$14 monthly</b>

Epson CaptureOne Single Feed, 30dpm	Description	Price
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$604
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$524
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$442

Epson CaptureOne Auto Feed, 30dpm, 2 pocket	Description	Price
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$817
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$737

<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$655
---------------	--	-------

<b>Benchmark Mid-Volume Scanner Options</b>
These scanners can throughput up to 50+ items per minute and process 50-500 items per deposit.

<b>Lease Option -- Multi Feed</b>		
<b>Approved models for Lease</b>	<b>Description &amp; Lease Term</b>	<b>Price</b>
<b>Digital Check TS-240 50 DPM</b>	Inkjet, No Franker, Depot Warranty (2 year, 24 month term)	<b>\$34 monthly</b>
<b>Digital Check TS-240 50 DPM</b>	Inkjet, No Franker, Depot Warranty (3 year, 36 month term)	<b>\$24 monthly</b>

<b>Panini Vision X 50</b> 50 doc feed 50 doc per min		
	<b>Description</b>	<b>Price</b>
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$724
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$644
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$562

<b>Panini Vision X 75</b> 100 doc feed 75 doc per min		
	<b>Description</b>	<b>Price</b>
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$824
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$744
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$662

<b>*Digital Check TS 240-50</b> 100 doc feed 50 doc per min		
	<b>Description</b>	<b>Price</b>
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$868
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$788
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$643
<i>*Digital Check scanners must have inkjet capability to be compatible</i>		

<b>*Digital Check TS 240-75</b> 100 doc feed 75 doc per min		
	<b>Description</b>	<b>Price</b>
<b>Platinum</b>	Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$1,025
<b>Gold</b>	Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$945
<b>Silver</b>	Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$800
<i>*Digital Check scanners must have inkjet capability to be compatible</i>		



Epson CaptureOne A266011 100 doc feed 60 docs per min		Description	Price
<b>Platinum</b>		Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$938
<b>Gold</b>		Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$858
<b>Silver</b>		Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$776

Epson CaptureOne A266211 100 doc feed 90 docs per min		Description	Price
<b>Platinum</b>		Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$1045
<b>Gold</b>		Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$965
<b>Silver</b>		Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$883

Benchmark High-Volume Scanner Options	
These scanners can throughput up to 100+ items per minute and process 501+ items per deposit.	

Panini Vision X 100 100 doc feed 100 doc per min		Description	Price
<b>Platinum</b>		Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$924
<b>Gold</b>		Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$844
<b>Silver</b>		Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$762

*Digital Check TS 240-100 100 doc feed 100 doc per min		Description	Price
<b>Platinum</b>		Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$1,112
<b>Gold</b>		Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$1,032
<b>Silver</b>		Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$887
<i>*Digital Check scanners must have inkjet capability to be compatible</i>			

Canon CR-190ii 250 doc feed 190 doc per min		Description	Price
<b>Platinum</b>		Approved Scanner, Kit, 3-years Next-Day-Exchange Warranty	\$3,045
<b>Gold</b>		Approved Scanner, Kit, 2-years Next-Day-Exchange Warranty	\$2,835
<b>Silver</b>		Approved Scanner, Kit, 1-year Next-Day-Exchange Warranty	\$2,635

Supply Options		
All Panini/Digital Check Scanners	Description	Price
<b>KICRXK-2006-076</b>	Cleaning Kit (25 cards per box)	\$55
<b>HPC6602A</b>	Replacement Ink Cartridge for Endorser	\$15
Canon C190ii	Description	Price
<b>KICKWCAN-CIB15W</b>	Waffle Card Cleaning Kit (25 cards per box)	\$55
<b>CAN8279B001</b>	Canon 190ii Ink Cartridge	\$28
Epson CaptureOne	Description	Price
<b>KICKWEPS-CS1B15WS</b>	Cleaning Kit (25 cards per box)	\$55

Shipping	
Option	Price
UPS/FedEx Ground	\$21
UPS/FedEx 2-day	\$79
UPS/FedEx Overnight	\$99

All pricing referenced is determined by Benchmark. Available payment methods are American Express, MasterCard, Visa, or ACH debit payments. ACH does not apply to leasing options. Benchmark will accept payment at the time of the order.

Standard warranties provided by manufacturer. Extended warranties provided by Benchmark.

# Appendix

**Exhibit A: Remote Deposit Capture Equipment Listing**

**Exhibit B: FDIC Certification**

**Exhibit C: Insurance Certification**

**Exhibit D: Signature Card**

**Exhibit E: Signature Card Addendum**

**Exhibit F: Business Resolution**

## Exhibit A: Remote Deposit Capture Equipment Listing

# Remote Deposit Capture

Remote Deposit Capture (RDC) is a web-based software application that saves time and streamlines how checks are deposited for your business. You submit check images for deposit electronically by simply scanning and using your personal computer. Mobile capability is available.

### How Remote Deposit Capture works



#### Capture check image

Scan to capture images of the front and back of your checks as well as the MICR line data.



#### Finalize and submit

**Confirm deposits before they're finalized and transmitted. Once submitted, you'll get an email confirmation.**



#### Deposit confirmation

RDC data is available through the reports service for 90 days and can be exported in various formats.

### Key benefits

Save time and money when you simplify and accelerate your receivables by allowing check deposits to be made electronically. The process increases cash flow by eliminating transportation of checks to a branch and also provides:

- **Faster receivable updates** with the ability to capture remittance of data through remittance coupon capture and/or additional data keying and uploading to your system.
- **Lower transportation expenses** and better use of staff time because you do not have to transport checks to a branch each day.
- **Convenience** of scanning items remotely.
- **Reduced delays** in depositing checks due to weather or other issues from transporting paper.
- **Faster collection** and reporting so you have better access to information, allowing you to easily monitor deposits and maximize cash flow.
- **Later deposit deliveries** are possible because **you don't** have to make it to the bank—you can get more items into **each day's deposits**.
- **Elimination of risk** that comes with transporting physical checks.
- **More control and flexibility** because you have administrative controls to assign users and permissions.
- **Simple rental options** for scanner hardware offered through preferred provider.



# Remote Deposit Capture

## Product details

- Save a trip to the bank by conveniently using RDC to deposit checks into your account.
- Truist creates files for deposit in lieu of physical, paper documents.
- RDC does not have daily deposit or transactional limits.
- As a value-added service, during the check-capture process, you can also capture remittance data for each check by either scanning associated optical character recognition (OCR) remittance coupons and/or keying additional data fields. Optional standard posting file may be created and downloaded.
- RDC does not allow international deposits, or deposits made outside of the U.S.

## Key features

- Web-based service with single sign-on via Truist One View.
- Optional mobile integration for view/search of deposit activity, simple deposits, approving deposits for transmission.
- Administrator functionality.
- Numerous scanner options including rentals.
- RDC Lite for businesses with low volume.
- Scanning can be performed remotely.
- Dual-approver role option.
- Late deposit deadline of 10:30 pm EST for current-day processing.
- Post-process adjustment reporting.
- Remittance coupon and additional data field capability—offers the option of capturing optical character recognition (OCR) coupons with checks and/or customizing up to 35 additional data fields in which you can manually key-enter additional data regarding your deposited items.
- Alerts and notifications.

## Get the most from Remote Deposit Capture

To complement your RDC product, we recommend also using these Truist solutions:

- Deposit services
- Digital Treasury
- File Transmission
- Lockbox Services
- Integrated Receivables
- Integrated Payables

## Get started

To learn more about Remote Deposit Capture, contact your Truist relationship manager or treasury consultant.

## Approved scanners Remote Deposit Capture

The following scanners are approved to support the Remote Deposit Capture service. Review the options below to determine which is best suited for your business needs.

1-25 volume scanner options	26-500 volume scanner options	501+ volume scanner options
<b>Approved models for purchase</b>		
<b>Digital Check</b> <ul style="list-style-type: none"> <li>CheXpress CX30</li> <li>TellerScan 215</li> </ul> <b>Panini</b> <ul style="list-style-type: none"> <li>My Vision X SD</li> <li>My Vision X 1F</li> <li>Vision X 1F</li> </ul>	<b>ARCA (CTS Electronics)</b> <ul style="list-style-type: none"> <li>LS 40</li> <li>LS 100</li> <li>LS 150</li> <li>LS 515/LS 515-SE</li> </ul> <b>Burroughs</b> <ul style="list-style-type: none"> <li>SmartSource Micro Elite</li> <li>SmartSource Professional</li> <li>SmartSource Professional Elite</li> </ul> <b>Canon</b> <ul style="list-style-type: none"> <li>CR-25</li> <li>CR-50/CR-80</li> </ul> <b>Digital Check</b> <ul style="list-style-type: none"> <li>TellerScan 220/220E</li> <li>TellerScan 230-35</li> </ul> <b>Epson</b> <ul style="list-style-type: none"> <li>CaptureOne</li> </ul> <b>Panini</b> <ul style="list-style-type: none"> <li>My Vision X 30</li> <li>My Vision X 60</li> <li>My Vision X 90</li> <li>Vision X 50</li> <li>Vision X 75</li> <li>Vision neXt</li> </ul>	<b>Canon</b> <ul style="list-style-type: none"> <li>CR-135i</li> <li>CR 180/CR-80II</li> <li>CR 190i</li> </ul> <b>Digital Check</b> <ul style="list-style-type: none"> <li>BranchXpress BX7200</li> <li>TellerScan 230-65/230-100</li> <li>TellerScan 230-100</li> <li>TellerScan 4120</li> <li>TellerScan 240-100</li> </ul> <b>Epson</b> <ul style="list-style-type: none"> <li>TM-S2000</li> <li>TM-S9000</li> </ul> <b>Panini</b> <ul style="list-style-type: none"> <li>Vision X 100</li> </ul>

1-25 volume scanner options	26-500+ volume scanner options
<b>Approved models for lease</b>	
<b>Digital Check</b> <ul style="list-style-type: none"> <li>CheXpress CX30</li> </ul>	<b>Digital Check</b> <ul style="list-style-type: none"> <li>TellerScan 240</li> </ul>

### Supported ARCA (CTS Electronics) scanners



#### ARCA (CTS) LS40

With a capture rate of 30 checks per minute, the ARCA LS40 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.14



#### ARCA (CTS) LS100

With a capture rate of 52 checks per minute, the ARCA LS100 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum Requirements
<b>Processor speed</b>	XP: P3 – 1.6 GHz   Vista: P3 – 1 GHz   Win 7: P4 – GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 174 Kbits/sec Binary and grayscale images – 695 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.5   Win 8: Driver 3.8   Win 8.1: Driver 3.12



#### ARCA (CTS) LS150

With a capture rate of 75, 150, and 180 checks per minute, the ARCA LS150 check scanner is best suited for small business or low-volume branch, teller, or commercial deployments.

<b>Specification</b>	Minimum Requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 250 500 600 Kbits/sec (75 150 180 DPM) Binary and grayscale images – 1000 2000 2400 Kbits/sec (75 150 180 DPM)
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.14

Approved scanners: Remote Deposit Capture



**ARCA (CTS) LS515/LS515-SE**

With capture rates of up to 80 and 120 checks per minute, the ARCA LS515 check scanner is best suited for low-volume branch or commercial deployments.

<b>Specification</b>	Minimum Requirements
<b>Processor speed</b>	XP: P3 – 1.6 GHz   Vista: P3 – 1 GHz   Win 7: P4 – GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 267   400 Kbits/sec (80   120 DPM) Binary and grayscale images – 1068   1600 Kbits/sec (80   120 DPM)
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.6   Win 8: Driver 3.8   Win 8.1: Driver 3.12

**Supported Burroughs scanners**



**Burroughs SmartSource Micro Elite**

With a capture rate of up to 45 checks per minute, the Burroughs SmartSource Micro Elite check scanner is best suited for small business or low-volume branch, teller, or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 150 Kbits/sec Binary and grayscale images – 600 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.16



**Burroughs SmartSource Professional**

With capture rates of 30, 55, 80, and 120 checks per minute, the SmartSource Professional check scanner is best suited for small business, or low-volume branch, teller, or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 100 185 270 400 Kbits/sec (30 55 80 120 DPM) Binary and grayscale images – 400 740 1080 1600 Kbits/sec (30 55 80 120 DPM)
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.14



Approved scanners: Remote Deposit Capture



**Burroughs SmartSource Professional Elite**

With capture rates of 55 and 155 checks per minute, the Burroughs SmartSource Professional Elite check scanner is best suited for small business, or low-volume branch, teller, or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 185   520 Kbits/sec (55   155 DPM) Binary and grayscale images – 740   2080 Kbits/sec (55   155 DPM)
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.14

Supported Canon scanners



**Canon CR-25**

With a capture rate of up to 25 checks per minute, the Canon imageFORMULA CR-25 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8: Driver 3.10   Win 8.1: Driver 3.12





**Canon CR-50**

With a capture rate of up to 50 checks per minute, the Canon imageFORMULA-50 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec

Approved scanners: Remote Deposit Capture

<b>Workstation driver</b>	XP/Vista/Win 7/Win 8: Driver 3.10   Win 8.1: Driver 3.12
	<p><b>Canon CR-55</b>                  With a capture rate of up to 55 checks per minute, the Canon imageFORMULA CR-55 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 200 Kbits/sec Binary and grayscale images – 800 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8: Driver 3.10   Win 8.1: Driver 3.12
	<p><b>Canon CR-80</b>                  With a capture rate of up to 80 checks per minute, the Canon imageFORMULA CR-80 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 270 Kbits/sec Binary and grayscale images – 1080 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8: Driver 3.10   Win 8.1: Driver 3.12
	<p><b>Canon CR-135i</b>                  With a capture rate of up to 135 checks per minute, the Canon imageFORMULA CR-135i check scanner is best suited for high-volume branch capture or large commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	Intel Core 2 Duo – 3GHZ
<b>Available RAM</b>	XP: 1 GB   Vista: 2 GB   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 451 Kbits/sec Binary and grayscale images – 1804 Kbits/sec

Approved scanners: Remote Deposit Capture

<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.2   Win 8: Driver 3.7   Win 8.1: Driver 3.12
---------------------------	---



**Canon CR-180/180II**  
 With a capture rate of up to 180 checks per minute, the Canon imageFORMULA CR-180/CR-180II check scanner is best suited for high-volume branch capture or large commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	Intel Core 2 Duo – 2GHZ
<b>Available RAM</b>	XP: 1 GB   Vista: 2 GB   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 600 Kbits/sec Binary and grayscale images – 2400 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.2   Win 8: Driver 3.7   Win 8.1: Driver 3.12



**Canon CR-190i**  
 With a capture rate of up to 190 checks per minute, the Canon imageFORMULA CR-190i check scanner is best suited for high-volume branch capture or large commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	Intel Core 2 Duo – 3GHZ
<b>Available RAM</b>	XP: 1 GB   Vista: 2 GB   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 634 Kbits/sec Binary and grayscale images – 2536 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.2   Win 8: Driver 3.7   Win 8.1: Driver 3.12

Approved scanners: Remote Deposit Capture

## Supported Digital Check scanners



### Digital Check BranchXpress BX7200

With a capture rate of up to 200 checks per minute, the Digital Check BranchXpress BX7200 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	Intel Core 2 Duo – 3 GHz
<b>Available RAM</b>	XP: 1 GB   Vista: 2 GB   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 666 Kbits/sec Binary and grayscale images – 2664 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8: Driver 3.10   Win 8.1: Driver 3.12



### Digital Check CheXpress CX30

The single feed Digital Check CheXpress CX30 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1.6 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz   OS X 10.8.2/10.9: Full 64-bit processor Available RAM XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP/Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12 OS X 10.8.2: Driver 3.9   OS X 10.9: Driver 3.12



### Digital Check TellerScan 215

The single feed Digital Check TellerScan 215 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP: Driver 1.0   Vista: Driver 2.0   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12

Approved scanners: Remote Deposit Capture



**Digital Check TellerScan 220E**  
 With a capture rate of up to 40 checks per minute, the Digital Check TellerScan 220E check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 134 Kbits/sec Binary and grayscale images – 534 Kbits/sec
<b>Workstation driver</b>	XP: Driver 1.0   Vista: Driver 2.0   Win 7: Driver 3.1



**Digital Check TellerScan 230-35**  
 With a capture rate of up to 35 checks per minute, the Digital Check TellerScan 230-35 check scanner is best suited for small business or low-volume branch or commercial deployments.


<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 117 Kbits/sec Binary and grayscale images – 467 Kbits/sec
<b>Workstation driver</b>	XP: Driver 1.0   Vista: Driver 2.0   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12





**Digital Check TellerScan 230-100**  
 With a capture rate of up to 100 checks per minute, the Digital Check TellerScan 230-100 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 334 Kbits/sec Binary and grayscale images – 1334 Kbits/sec
<b>Workstation driver</b>	XP: Driver 1.0   Vista: Driver 2.0   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12

Approved scanners: Remote Deposit Capture




	<p><b>Digital Check TellerScan 230-100</b>                  With a capture rate of up to 100 checks per minute, the Digital Check TellerScan 230-100 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 334 Kbits/sec Binary and grayscale images – 1334 Kbits/sec
<b>Workstation driver</b>	XP: Driver 1.0   Vista: Driver 2.0   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12

	<p><b>Digital Check TellerScan 240</b>                  With a capture rate of 50, 75, 100, and 150 checks per minute, the Digital Check TellerScan 240 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1 GHz   Vista: P3 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 167 250 334 Kbits/sec (50 75 100 DPM) Binary and grayscale images – 667 1000 1334 Kbits/sec (50 75 100 DPM)
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 3.1.0.5   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.9   OS X 10.9: Driver 3.12




	<p><b>Digital Check TellerScan 4120</b>                  With a capture rate of up to 120 checks per minute, the Digital Check TellerScan 4120 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P3 – 1.4 GHz   Vista: P3 – 1.4 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB
<b>Free hard drive space</b>	1.5 GB
<b>Required upload speed</b>	Binary images only – 400 Kbits/sec Binary and grayscale images – 1600 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7: Driver 2.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12

Approved scanners: Remote Deposit Capture

## Supported Epson scanners

	<p><b>Epson CaptureOne</b> With capture rates of 30, 60, and 90 checks per minute, the Epson CaptureOne check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<p><b>Specification</b></p>	<p>Minimum requirements</p>
<p><b>Processor speed</b></p>	<p>XP: P4 – 2 GHz   Vista: P4 – 2 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz</p>
<p><b>Available RAM</b></p>	<p>XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB</p>
<p><b>Free hard drive space</b></p>	<p>1 GB</p>
<p><b>Required upload speed</b></p>	<p>Binary images only – 100 200 300 Kbits/sec/(30 60 90 DPM) Binary and grayscale images – 400 800 1200 Kbits/sec (50 75 100 DPM)</p>
<p><b>Workstation driver</b></p>	<p>XP/Vista/Win 7: Driver 3.2   Win 8: Driver 3.7   Win 8.1: Driver 3.12</p>
	<p><b>Epson TM-S2000</b> With capture rates of up to 200 checks per minute, the Epson TM-S2000 check scanner is best suited for high-volume branch capture, teller, or large commercial deployments.</p>
<p><b>Specification</b></p>	<p>Minimum requirements</p>
<p><b>Processor speed</b></p>	<p>P4 – 2 GHz</p>
<p><b>Available RAM</b></p>	<p>2 GB</p>
<p><b>Free hard drive space</b></p>	<p>1 GB</p>
<p><b>Required upload speed</b></p>	<p>Binary images only – 666 Kbits/sec Binary and grayscale images – 2664 Kbits/sec</p>
<p><b>Workstation driver</b></p>	<p>XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.13</p>
	<p><b>Epson TM-S9000</b> With capture rates of up to 200 checks per minute, the Epson TM-S9000 multifunction teller device is best suited for high-volume branch capture, teller, or large commercial deployments. <b>Note:</b> The integrated receipt printer is not currently supported for use with Remote Deposit Capture.</p>
<p><b>Specification</b></p>	<p>Minimum requirements</p>
<p><b>Processor speed</b></p>	<p>P4 – 2 GHz</p>
<p><b>Available RAM</b></p>	<p>2 GB</p>
<p><b>Free hard drive space</b></p>	<p>1 GB</p>
<p><b>Required upload speed</b></p>	<p>Binary images only – 666 Kbits/sec Binary and grayscale images – 2664 Kbits/sec</p>
<p><b>Workstation driver</b></p>	<p>XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.13</p>

## Supported Panini scanners

	<p><b>Panini My Vision X SD</b> The single feed Panini My Vision X SD check scanner is best suited for small business or low-volume commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 1.5 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12
	<p><b>Panini My Vision X 1F</b> The single feed Panini My Vision X 1 F check scanner is best suited for small business or low-volume commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 2 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12
	<p><b>Panini My Vision X 30</b> With a capture rate of up to 30 checks per minute, the Panini My Vision X 30 check scanner is best suited for small business or low-volume branch or commercial deployments.</p>
<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 256 MB (512 MB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 1.5 GB
<b>Required upload speed</b>	Binary images only – 100 Kbits/sec Binary and grayscale images – 400 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12



Approved scanners: Remote Deposit Capture



**Panini My Vision X 50**

With a capture rate of up to 50 checks per minute, the Panini My Vision X 50 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1.2 GHz   Vista: P4 – 1.2 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz   OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 1.5 GB
<b>Required upload speed</b>	Binary images only – 167 Kbits/sec Binary and grayscale images – 667 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12



**Panini My Vision X 75**

With a capture rate of up to 75 checks per minute, the Panini My Vision X 75 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 1 GHz   Vista: P4 – 1 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 1.5 GB
<b>Required upload speed</b>	Binary images only – 250 Kbits/sec Binary and grayscale images – 1000 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12



**Panini My Vision X 100**

With a capture rate of up to 100 checks per minute, the Panini My Vision X 100 check scanner is best suited for small business or low-volume branch or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	XP: P4 – 2 GHz   Vista: P4 – 2 GHz   Win 7: P4 – 2 GHz   Win 8/8.1: P4 – 2 GHz OS X 10.8.2/10.9: Full 64-bit processor
<b>Available RAM</b>	XP: 512 MB (1 GB)   Vista: 1 GB (2 GB)   Win 7: 2 GB   Win 8/8.1: 2 GB   OS X 10.8.2/10.9: 2 GB
<b>Free hard drive space</b>	XP: 1 GB   Vista: 1 GB   Win 7: 1.5 GB   Win 8/8.1: 1.5 GB   OS X 10.8.2/10.9: 1.5 GB
<b>Required upload speed</b>	Binary images only – 334 Kbits/sec Binary and grayscale images – 1334 Kbits/sec
<b>Workstation driver</b>	XP: Driver 2.1   Vista: Driver 2.1   Win 7: Driver 3.1   Win 8: Driver 3.7   Win 8.1: Driver 3.12   OS X 10.8.2: Driver 3.8   OS X 10.9: Driver 3.12

Approved scanners: Remote Deposit Capture



**Panini My Vision neXt**

With a capture rate of up to 160 checks per minute, the Panini Vision neXt check scanner is best suited for low-volume branch, teller, or commercial deployments.

<b>Specification</b>	Minimum requirements
<b>Processor speed</b>	P4 – 2 GHz
<b>Available RAM</b>	2 GB
<b>Free hard drive space</b>	1 GB
<b>Required upload speed</b>	Binary images only – 540 Kbits/sec Binary and grayscale images – 2160 Kbits/sec
<b>Workstation driver</b>	XP/Vista/Win 7/Win 8/Win 8.1: Driver 3.13

**Getting help**

Click the **Help** link at the top right of any page.

If your **User ID** or **Password** becomes disabled, contact your administrator about resetting your User ID and Password.

For all your other service needs, call your Treasury Solutions client support at **800-774-8179**. Or email them at [TreasuryClientSupport@truist.com](mailto:TreasuryClientSupport@truist.com). Representatives are available from 8 am to 8 pm ET, Monday through Friday, on bank business days.

**Exhibit B: FDIC Insurance Certification**



**Federal Deposit Insurance Corporation**  
550 17th Street NW, Washington, D.C. 20429-9990

Executive Secretary

**CERTIFICATION**

I, Robert E. Feldman, Executive Secretary of the Federal Deposit Insurance Corporation, hereby certify that according to the official records of the Federal Deposit Insurance Corporation, of which I have custody, **Truist Bank, Charlotte, North Carolina**, is an insured depository institution under the provisions of the Federal Deposit Insurance Act, 12 U.S.C. 1811-1831y; and that, after diligent search, no record or entry in the official records of the Federal Deposit Insurance Corporation is found to exist which terminated the status of **Truist Bank**, as an insured depository institution under the provisions of section 8 of the Federal Deposit Insurance Act, 12 U.S.C 1818.

DATED: January 30, 2020



A handwritten signature in black ink that reads "Robert E. Feldman".

Robert E. Feldman  
Executive Secretary  
FEDERAL DEPOSIT INSURANCE CORPORATION

Exhibit C: Insurance Certificatio



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 404 497-7500 E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Truist Financial Corporation c/o McGriff Insurance Services, LLC 301 College Street, Suite 208 Asheville, NC 28801	INSURER A :XL Specialty Insurance Company	NAIC # 37885
	INSURER B :U.S. Specialty Insurance Company	29589
	INSURER C :ACE American Insurance Company	22667
	INSURER D :National Union Fire Insurance Company of Pittsburgh, PA	19445
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: JENN6J6Y REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FI Bond Liability (Includes Cyber)		ELU187008-22	12/06/2022	12/06/2023	FI Bond \$ 15,000,000
B	Excess FI Bond Liability		14-MGU-22-A55554			\$15,000,000 Excess of \$ 15,000,000
C	Excess FI Bond Liability		DOX G46884930 004			\$15,000,000 Excess of \$ 30,000,000
D	Excess FI Bond Liability		01-824-47-14			\$15,000,000 Excess of \$ 45,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Excess FI Bond Liability (continued) - Effective 12/6/22 - 12/6/23  
 \* Lloyd's of London Beazley Underwriting - (Policy #: W29759220401) - Limit \$15,000,000 in excess of \$60,000,000  
 \* Allied World Assurance Company, Ltd (NAIC#: 19489) - (Policy #: C057900/004) - Limit - \$10,000,000 in excess of \$75,000,000  
 \* Continental Casualty Company (NAIC#: 20443) - (Policy #: 652171111) - Limit - \$10,000,000 in excess of \$85,000,000  
 \* Berkshire Hathaway Specialty Insurance Company (NAIC#: 22276) (Quota Share Lead) - (Policy #: 47-EPP-309562-04) - Limit - \$15,000,000 part of \$55,000,000 in excess of \$95,000,000  
 \* Markel American Insurance Company (NAIC#: 28932) (Quota Share) - (Policy #: MKLM7PL0002369) - Limit - \$10,000,000 part of \$55,000,000 in excess of \$95,000,000  
 \* QBE Insurance Corporation (NAIC#: 39217) (Quota Share) - (Policy #: 130001850) - Limit - \$10,000,000 part of \$55,000,000 in excess of \$95,000,000  
 (continued next page)

Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>PRODUCER</b> McGriff Insurance Services, LLC		<b>INSURED</b> Truist Financial Corporation c/o McGriff Insurance Services, LLC	
<b>POLICY NUMBER</b>			
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>ISSUE DATE:</b> 03/14/2023	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

(continued from previous page)

- \* Midvale Indemnity Company (NAIC#: 27138) (Quota Share) - (Policy #: BFV-145722024-01) - Limit - \$5,000,000 part of \$55,000,000 in excess of \$95,000,000
- \* National Casualty Company (NAIC#: 11991) (Quota Share) - (Policy #: XJO2208807) - Limit - \$15,000,000 part of \$55,000,000 in excess of \$95,000,000

FI Bond Deductible is \$25,000,000  
 FI Bond includes Cyber Liability.

- Bankers Professional Liability and Employment Practices Liability - Effective 12/6/22- 12/6/23
- \*XL Specialty Insurance Co. (NAIC#: 37885) - (Policy #: ELU187007-22) - Limit- \$15,000,000
- \*U.S. Specialty Insurance Co. (NAIC#: 29599) - (Policy #: 14-MGU-22-A55552) - Limit- \$15,000,000 in excess of \$15,000,000
- \*ACE American Insurance Co. (NAIC#: 22657) - (Policy #: DOX G46884899 004) - Limit- \$15,000,000 in excess of \$30,000,000
- \*National Union Fire Insurance Company of Pittsburgh, Pa. (NAIC#: 19445) - (Policy #: 01-824-47-04) - Limit- \$15,000,000 in excess of \$45,000,000
- \*Berkshire Hathaway Specialty Insurance Co. (NAIC#: 22276) - (Policy #: 47-EPP-309560-04) - Limit- \$15,000,000 in excess of \$60,000,000
- \*Markel American Insurance Co. (NAIC#: 28932) - (Policy #: MKLMGEL0009010) - Limit- \$15,000,000 in excess of \$75,000,000
- \*Freedom Specialty Insurance Co. (Quota Share) (NAIC#: 22209) - (Policy #: XMF2209373) - Limit- \$10,000,000 part of \$15,000,000 in excess of \$90,000,000
- \*Arch Insurance Co. (Quota Share) (NAIC#: 11150) - (Policy #: BLX1000038-02) - Limit- \$5,000,000 part of \$15,000,000 in excess of \$90,000,000
- \*Continental Casualty Company (NAIC#: 20443) - (Policy #: 652171089) - Limit- \$15,000,000 in excess of \$105,000,000
- \*Allianz Global Risks US Insurance Company (NAIC#: 35300) - (Policy #: USF00604622) - Limit- \$10,000,000 in excess of \$120,000,000
- \*Starr Indemnity & Liability Company (NAIC#: 38318) - (Policy #: 1000622167221) - Limit- \$10,000,000 in excess of \$130,000,000
- \*Berkley Insurance Company (Quota Share Lead) (NAIC#: 32603) - (Policy #: BPRO8087596) - Limit- \$10,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*Argonaut Insurance Company (Quota Share) (NAIC#: 19801) - (Policy #: MLX4244505-3) - Limit- \$10,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*Endurance Risk Solutions Assurance Co. (Quota Share) (NAIC#: 43630) - (Policy #: FIX30001372503) - Limit- \$10,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*Axis Insurance Company (Quota Share) (NAIC#: 37273) - (Policy #: P-001-000227396-03) - Limit- \$10,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*RSUI Indemnity Company (Quota Share) (NAIC#: 22314) - (Policy #: NHS702841) - Limit- \$10,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*Samsung Fire & Marine Insurance Company, Ltd. (Quota Share) (NAIC#: 12831) - (Policy #: SGC 0331-03) - Limit- \$5,000,000 part of \$60,000,000 in excess of \$140,000,000
- \*Freedom Specialty Insurance Co. (Quota Share) (NAIC#: 22209) - (Policy #: XMF2209372) - Limit- \$5,000,000 part of \$60,000,000 in excess of \$140,000,000

Bankers' Professional Deductible is \$40,000,000  
 Insurance Agents' E&O Deductible is \$40,000,000.  
 Bankers' Professional Liability includes Insurance Agents' E&O.

All subsidiaries of Truist Financial Corporation, including their subsidiaries, and their respective individually branded business divisions and successors in interest, are covered entities under the above policies. Sterling Capital Management, LLC is a subsidiary of Truist Financial Corporation.

Insurance Operations:

Truist Insurance Holdings, Inc.

McGriff Insurance Services, LLC, including its subsidiaries, is a wholly owned subsidiary of Truist Insurance Holdings, Inc.

Kensington Vanguard National Land Services, LLC and (ii) GRS Title Services, LLC (any of which may operate under

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>PRODUCER</b> McGriff Insurance Services, LLC		<b>INSURED</b> Truist Financial Corporation c/o McGriff Insurance Services, LLC	
<b>POLICY NUMBER</b>			
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>ISSUE DATE:</b> 03/14/2023	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

(continued from previous page)

the D/B/As of BridgeTrust Title Group and/or Kensington Vanguard National Title and/or Commercial Title Group and/or Community Settlement) are wholly owned subsidiaries of McGriff Insurance Services, LLC, a complete list of title agencies including addresses attached, if required.

Crump Life Insurance Services, LLC, including its subsidiaries, is a wholly owned subsidiary of Truist Insurance Holdings, Inc.

CRC Insurance Services, LLC including its subsidiaries, is a wholly owned subsidiary of Truist Insurance Holdings, Inc. - Hanleigh Management, LLC; J.H. Blades & Co., LLC; Starwind Specialty Insurance Services, LLC (DBA Norman-Spencer Agency, LLC); Venture Underwriters, LLC, Vincere, LLC; Aspen Managing General Agency, LLC; National Claims Services, LLC; Centerstone Insurance and Financial Services, LLC; Mather & Strohl Administrative Services, LLC; A.G. Insurance Agencies, LLC; DKG Insurance & Financial Services, LLC; ASD Insurance and Financial Services, LLC; Forest Financial Insurance and Financial Services, LLC; Financial Liberty Group, LLC.

AmRisc, LLC is a wholly owned subsidiary of Truist Insurance Holdings, Inc. - All Wellington Insurance entities are subsidiaries of AmRisc, LLC.

ALL EMPLOYEES OF THE ENTITIES LISTED ABOVE ARE COVERED UNDER THE VARIOUS POLICIES LISTED WITHIN THIS CERTIFICATE

ANY DIVISION OR SUBSIDIARY OF THE ENTITIES LISTED ABOVE ARE COVERED UNDER THE VARIOUS POLICIES LISTED WITHIN THIS CERTIFICATE, AS LONG AS THEY ARE AT LEAST 51% OWNED BY ONE OF THOSE LISTED.

The Truist Commercial Bank Services Agreement is available on our website:

<https://www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/commercial-bank-service-agreement.pdf>

**TRUIST SIGNATURE CARD (WEST VIRGINIA)**

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

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

**IDENTIFICATION**

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**

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

**Check Appropriate Box for Depositor**

Individual / Sole Proprietor / single-member LLC     C Corporation     S Corporation     Partnership     Trust/Estate     Limited Liability Company

*Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)*

*Note: Check the appropriate box in line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.*

Other (See instructions) \_\_\_\_\_

**Exemptions:** See instructions Exempt Payee code (if any)  Exemption from FATCA reporting code (if any)  N/A (applies to accounts maintained outside the U.S.)

**Certification - Under penalties of perjury, I, as authorized agent of the Depositor certify that:**

- The Depositor's correct taxpayer identification number is printed below (or the Depositor is waiting for a number to be issued), and
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, and
- The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
- The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if the Depositor has been notified by the IRS that the Depositor is currently subject to back withholding because the Depositor has failed to report all interest and dividends on the Depositor's tax return.

**Form W-9 Instructions.** Instructions to the Form W-9, including definitions, are available upon request.

**Complete as applicable - only one beneficiary permitted if an entity.**

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address of Beneficiary: \_\_\_\_\_

ID: \_\_\_\_\_

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address of Beneficiary: \_\_\_\_\_

ID: \_\_\_\_\_

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address of Beneficiary: \_\_\_\_\_

ID: \_\_\_\_\_

**BUSINESS ACCOUNTS**

By my/our signature below, I/We certify that: (1) I/We have received the "Commercial Bank Services Agreement" and the "Business Deposit Accounts Fee Schedule" and on behalf of the Depositor agree to the terms of each document; and (2) I/We give consent to verify my/our credit references.

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.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications in the box above which are required to avoid backup withholding.**

TIN of Depositor	Printed Name of Depositor	DATE
TIN of Signer	Printed Name of Signer	DATE



**TRUIST 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

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

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

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

**Complete as applicable - only one beneficiary permitted if an entity.**

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address of Beneficiary: \_\_\_\_\_  
 ID: \_\_\_\_\_

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address of Beneficiary: \_\_\_\_\_  
 ID: \_\_\_\_\_

Name of Beneficiary: \_\_\_\_\_ SSN/EIN: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address of Beneficiary: \_\_\_\_\_  
 ID: \_\_\_\_\_

**BUSINESS ACCOUNTS**

By my/our signature below, I/We certify that: (1) I/We have received the "Commercial Bank Services Agreement" and the "Business Deposit Accounts Fee Schedule" and on behalf of the Depositor agree to the terms of each document; and (2) I/We give consent to verify my/our credit references.

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.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications in the box above which are required to avoid backup withholding.**

TIN of Signer \_\_\_\_\_ Printed Name \_\_\_\_\_ DATE \_\_\_\_\_

TIN of Signer \_\_\_\_\_ Printed Name \_\_\_\_\_ DATE \_\_\_\_\_

TIN of Signer \_\_\_\_\_ Printed Name \_\_\_\_\_ DATE \_\_\_\_\_

# TRUIST

## RESOLUTION FOR DEPOSIT ACCOUNT

Name of Entity \_\_\_\_\_

TIN \_\_\_\_\_

- Corporation
- Unincorporated Association
- Limited Liability Company

- Government Entity
- General Partnership
- Limited Partnership

- Sole Proprietorship
- Non-Profit Corporation
- Other

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of \_\_\_\_\_, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

I. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

II. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representative (Signature)	Printed Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders for payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

IV. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, enter into an agreement for treasury services or products, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

**FOR BANK USE ONLY**

Prepared By \_\_\_\_\_

Date \_\_\_\_\_

Center \_\_\_\_\_

Bank No. \_\_\_\_\_ State \_\_\_\_\_

Forward to:  
Centralized Document Scanning Operations  
M/C 100-99-15-11

V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

VI. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

DATED: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

Truist Bank, Member FDIC and Equal Housing Lender. © 2023 Truist Financial Corporation. All rights reserved.

