



Workforce West Virginia

Centralized Request for Quote

Presented by Truist Bank

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





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Workforce West Virginia

Centralized Request for Quote

12/28/2023

1:30PM

CRFQ # 0323 WWV250000004

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





12/28/2023

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 ("WFV") 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 WFV by providing high-quality, efficient banking services at very competitive prices. We are committed to delivering WFV 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 WFV's varying – and continuously evolving – business needs.

Our aim is to serve as an advisor to WFV, provide expert advice and support regarding new technologies and banking services, and to work in tandem with you as WFV 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 WFV'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 WFV. Our proposal presents a range of solutions that serves WFV 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

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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.

<p>Comprehensive Treasury Solution</p>	<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"> • Our treasury solutions portal, Digital Treasury, provides comprehensive and customizable reporting. • 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.
<p>Dedicated Relationship Team</p>	<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>
<p>Implementation</p>	<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>
<p>Data Security</p>	<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**



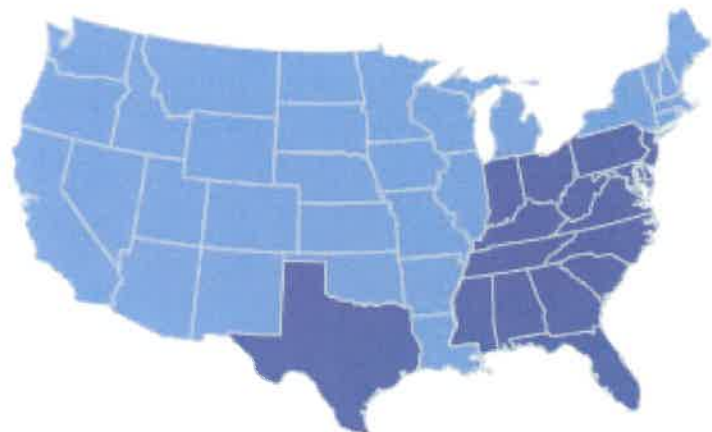
**~15MM
client households**

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	Truist Financial Corporation	\$574
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 Holtsclaw, 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.

Courtney Pack is your Project Manager providing day-to-day operational support. She will act as daily main point of contact. She is available to assist with troubleshooting, issues, new processes, invoicing, and all other day-to-day operational questions that may arise.

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. Michael, Ravane, and Courtney 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

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

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

Courtney has been in banking since 2012. She has been with Truist for 10 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 7 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

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
 Service - Prof

Proc Folder: 1339335			Reason for Modification:
Doc Description: Banking services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-08	2023-12-28 13:30	CRFQ 0323 WWV2400000005	1

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 SVP* **FEIN#** 56-1074313 **DATE** 12/28/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The 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 herein.

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 10am ET	2023-12-21

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.

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: December 21st, 2023 at 10:00am ET

Submit Questions to: Brandon Barr
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: 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.

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 WWV2400000005
BID OPENING DATE: December 28th, 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: December 28th, 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.

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.

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.

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) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Michael Holtsclaw

(Address) 300 Summers Street Charleston, WV 25301

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

(email address) Michael.Holtsclaw@Truist.com

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

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

Truist Bank _____

(Company) Michael Holtsclaw SVP

(Signature of Authorized Representative)
Michael Holtsclaw SVP 12/28/2023

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

(Phone Number) (Fax Number)
Michael.Holtsclaw@Truist.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WWW2400000005

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Truist Bank

Company

Michael Heltsclaw SVP

Authorized Signature

12/27/2023

Date

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

SPECIFICATIONS

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

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

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

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

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

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

- 3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. The vendor must have at least ten (10) years of experience with reviewing internal control and uniform guidance compliance related to Federal grants.
 - 3.2. The vendor, upon request from WFWV, must be able to provide a list of references (name, phone number, and mailing address of client) as proof of the required experience.

4. MANDATORY REQUIREMENTS:

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

- 4.1.1.** Vendor must be a state or national bank or state and federal savings and loan association that is approved as a designated state depository, or eligible to be a designated state depository, as provided by W.Va. Code §12-1-2 and 12-1-3.
- 4.1.2.** Vendor must certify it does not engage in the boycott of energy companies as outlined in West Virginia State Code 12-1c-1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monthly check reconciliation transmittal:

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

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

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

5. CONTRACT AWARD:

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

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

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

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

12. VENDOR DEFAULT:

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

13. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

Appendix

Exhibit A: FDIC Insurance Certification

Exhibit B: Insurance Certification

Exhibit C: Link to Truist Commercial Bank Services Agreement

Exhibit D: Signature Card

Exhibit E: Signature Card Addendum

Exhibit F: Business Resolution

Exhibit G: Treasury Management Agreement

Exhibit A: 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 B: Insurance Certification



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).

PRODUCER McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Trust Financial Corporation c/o McGriff Insurance Services, LLC 301 College Street, Suite 208 Asheville, NC 28801	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B :U.S. Specialty Insurance Company</td> <td>29599</td> </tr> <tr> <td>INSURER C :ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D :National Union Fire Insurance Company of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :XL Specialty Insurance Company	37885	INSURER B :U.S. Specialty Insurance Company	29599	INSURER C :ACE American Insurance Company	22667	INSURER D :National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :XL Specialty Insurance Company	37885														
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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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 G46884830 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 #: W29799220401) - 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-EPF-309562-04) - Limit - \$15,000,000 part of \$55,000,000 in excess of \$95,000,000
 * Market 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)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION 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

PRODUCER McGriff Insurance Services, LLC		INSURED Truist Financial Corporation c/o McGriff Insurance Services, LLC	
POLICY NUMBER			
CARRIER		NAIC CODE	
		ISSUE DATE: 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 #: BFX-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#: 22667) - (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 #: MKLM6EL0009010) - 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 #: 1060622167221) - 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-001-009227396-03) - 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

Page 3 of 3

PRODUCER McGriff Insurance Services, LLC		INSURED Truist Financial Corporation c/o McGriff Insurance Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 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.

Exhibit C

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>

Exhibit D

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 codes(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 _____

Exhibit E

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 Treasury Management Agreement

This Treasury Management Agreement (“TMA”, and, with the other documents incorporated herein by reference, the “Agreement”), effective as dated below, is made by and between Truist Bank (“Bank”) and the entity designated in the signature section below (“Client”). This Agreement governs the treasury management services provided by Bank, as more specifically described below (each a “Service”, and together, the “Services”).

1. **Organization of Agreement.** Along with this TMA, the following are incorporated into the Agreement by reference. Any conflict between the terms herein and the terms incorporated below shall be resolved in the following order of priority: T&Cs, TMA, then CBSA.
 - a. Treasury Terms and Conditions (“T&Cs”), available at www.truist.com/treasuryterms. The T&Cs include general terms applicable to all Services, as well as specific terms for individual Services. Individual Service terms for Services implemented for any Client account are applicable to Client. Service terms for Services not implemented for a Client account shall not be applicable to Client.
 - b. Commercial Bank Services Agreement (“CBSA”). All terms of the CBSA are incorporated into this Agreement and shall apply to the Services and any claims or disputes that arise out of this Agreement, including but not limited to CBSA provisions regarding the mutual arbitration agreement, jury trial and litigation class action waiver, duty of care, claim limitation, account opening, applicable law and jurisdiction, account types, account rules, authorization of transfers, costs, expenses, and fees.
2. **Service Selections.** During implementation of a new Service or modification of an existing Service, certain selections may be made including but not limited to security procedures, transaction limits, Primary Administrator(s) (as defined herein), and/or other options or features relating to the Service. Selections made for a Service shall be incorporated into this Agreement and shall govern any use of the Service. Any election to use a new Service or modification of an existing Service, as well as certain information relating to Service selections, may be communicated in accordance with the Notice section herein. Client shall be bound by the Service selections communicated in accordance with this Agreement unless Client notifies Bank of any errors before any subsequent use of the Service. Certain Services require testing, training, or additional documentation that must be completed; however, Client shall be bound by all terms and conditions of this Agreement during any use of a Service, regardless of whether testing, training, or additional documentation has been completed.
3. **Authorized Individuals.** Bank will identify individuals with authority to enter into agreements and provide instructions on behalf of Client and delegate any authority regarding the Services through a resolution, designation, delegation, or other document provided by Client and acceptable to Bank. Those individuals shall be referred to as “Authorized Individuals.” Bank may act upon any oral or written instruction that the Bank in good faith believes has come from an Authorized Individual including any instruction via telephone call, facsimile, e-mail, text message, instant message, or other electronic method. Client shall be bound by, and Bank shall be deemed to have acted in good faith in accepting, any instruction from an Authorized Individual when Bank has authenticated such instruction in accordance with Bank’s authentication procedures, using information provided by Client and contained in Bank’s records, or when Bank relies upon a security procedure (as defined herein) in order to accept an instruction.
4. **Administrators.** Some Services require designation of a “Primary Administrator”. A Primary Administrator for a Service has the ability to make certain selections for the Service, and to assign and modify entitlements and authorizations for a Service, including creating additional users and users with administrative entitlements (“administrators”), all as more specifically described in the T&Cs for the applicable Service. Primary Administrators may grant administrators entitlements up to and including entitlements held by the Primary Administrator, meaning that those administrators may have the ability to make selections for a Service, create additional administrators or modify or disable the entitlements of the Primary Administrator. Primary Administrators must initially be designated by an Authorized Individual, but given the ability of additional administrators to modify or disable entitlements of the Primary Administrator, the individual designated by Client as Primary Administrator may not retain administrative entitlements in the Service. Client is bound by any actions of a user who has been granted entitlements within a Service by an administrator, and Client is bound by any actions of users with administrative entitlements that enable them to perform administrative actions including but not limited to acceptance or modification of security procedures, selection of Service-specific dual administration, dual control, or other Service-specific selections, acceptance of additional terms

or licenses (such as click-wrap terms) relating to a Service, and granting of access and entitlements to the Service. Client is responsible at all times for ensuring that Client's current administrators review and modify the entitlements and access of any previously designated user or administrator as necessary, as removal or replacement of a user or administrator in any agreement or other documentation provided to Bank may not result in automatic removal of the user or administrator's entitlements within a Service.

5. Proprietary Rights and Restrictions on Use. Bank and its vendors retain all ownership, intellectual property and other rights with respect to the Services and as further contained in the T&Cs.
6. Third Parties. Client may authorize third party processors and other agents ("Third Party[s]") to give the Bank instructions, provide information to be used relating to Services, or use the Services on the Client's behalf. Bank may in its sole discretion require documentation from Client and/or a Third Party to evidence the Third Party's authority with respect to Client's accounts and Services. Client remains responsible for any actions of its Third Parties, whether or not Client has provided notice to Bank of Client's use of such Third Parties. In addition, some Services may provide access to information about Client's accounts at other financial institutions or entities ("Other FIs"), or may allow reporting of information about Client's accounts with Bank to an Other FI. Bank makes no representations and assumes no liability with respect to the correctness, accuracy, completeness, integrity, or timeliness of any information (i) received from any such Third Party or Other FI or (ii) any use or disclosure of information provided to such Third Party or Other FI. Bank is not responsible for any Service errors or delays caused by such Third Parties or Other FIs.
7. Authority for Other Entities. If Client requests accounts owned by another entity to be accessed in any way by or associated with Client's Services, Client represents and warrants that Client has authority (granted by a duly authorized individual of the owner of the account(s)) to access the accounts and perform transfers of the funds contained therein, regardless of whether Bank requires further proof of, confirmation, or documentation relating to Client's authority with respect to the accounts of the other entity. Client further agrees that the provisions of this Agreement shall apply to those accounts accessed by or associated with the Services to the same extent as if Client owned the accounts. Client agrees to indemnify and hold Bank harmless from any and all claims or losses that arise as a result of Bank complying with Client's request to add or associate accounts to Client's Services.
8. Security Procedures. The security procedures Bank offers to Client are designed to control access to the Services and verify the authenticity of instructions provided to the Bank. The security procedures are not designed to detect errors in the content of instructions or information transmitted to the Bank, including but not limited to intended account numbers of Client, account numbers not belonging to name of recipient, and erroneous or fraudulent instructions provided to Client by another party. Security procedures may include, but are not limited to, access credentials (including username, user ID, password, or other log-in information); authorization codes or tokens used to log in to a Service or initiate or approve any transactions initiated within a Service; and procedures to verify or authenticate transactions (including dual control requirements). Client agrees that use of any Service constitutes acceptance of the security procedures for that Service, as described in the T&Cs for that Service, and agrees that the security procedures are commercially reasonable for Client's use of the Service, including the size, type and frequency of any possible transactions that may be initiated from Client's accounts that may be associated with the Service now or in the future. Client agrees to be bound by, and Bank is authorized to rely and act upon, all Service initiation, access, and instructions accepted by Bank in good faith and in compliance with the applicable security procedures, whether or not Client (or a user, administrator, or Authorized Individual of Client) actually gave Bank those instructions. If Client believes any security procedure is inadequate, Client may terminate the Service immediately upon notice to Bank. Client agrees to comply with additional security procedures that may be implemented by Bank for a particular Service from time to time.

Client is responsible for controlling access to and maintaining the confidentiality of the details related to the security procedures and Client must immediately report to Bank as soon as Client becomes aware of any (i) suspected breach of that confidentiality, (ii) compromise of any security procedure, or (iii) need to revoke any access credentials or authorization codes. Client's failure to control access to and maintain confidentiality of the security procedures, or failure to notify Bank as required herein, may result in improper use of the security procedures to initiate or access a Service or initiate instructions. Subject to applicable law, Client shall be responsible for any transaction or losses relating to access to a Service resulting from such improper use of security procedures, provided Bank has complied with its obligations herein, and Client agrees that Bank shall have no liability for any loss, claim or damage Client sustains as a result of the improper use of the security procedures.

9. Liability. To the extent permitted by law, Bank's liability under this Agreement shall be limited to direct losses suffered by Client caused directly by Bank's gross negligence or willful misconduct in performing its obligations under this Agreement, which liability shall not exceed the sum of fees and charges imposed for Services provided to Client for a

period of one year. Notwithstanding the foregoing, if Bank's failure to exercise ordinary care results in an unauthorized, delayed, or erroneous Payment Order, as defined in Article 4A of the Uniform Commercial Code of the state whose law is applicable to the Agreement (the "UCC"), Bank shall be required to reimburse Client the amount of the loss of funds relating to Bank's failure, plus the amount of interest losses (calculated using the daily Federal Funds rate published by the Federal Reserve Bank of New York) attributable to such failure, according to the terms of the UCC. Bank's liability for Client's direct losses will be reduced to the extent any losses are the result of Client's failure or breach of Client's obligations under this Agreement, including any failure to mitigate damages. If Bank reimburses Client for any losses or damages, Client agrees to transfer all rights relating to the transactions in question to Bank and to reasonably assist Bank in any efforts or legal actions that Bank may take to recover those amounts from any third party.

10. Bank's Policies and Procedures. Client agrees that Bank's internal policies or procedures are for Bank's sole benefit and that they were not developed for Client reliance thereon. Such policies and procedures shall not impose any higher standard of care or duty upon Bank, and Client has no right to claim any reliance on any such policies or procedures, except as specifically contained herein.
11. Indemnification. Client shall indemnify and hold Bank and its affiliates, subsidiaries, officers, directors, and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense including litigation expenses, other costs of investigation or defense, and reasonable attorney's fees resulting from: (a) any breach or default by Client in the performance of this Agreement; (b) any negligence or willful misconduct of Client; (c) incorrect, incomplete, or inaccurate data or information furnished by Client to Bank; and (d) any action taken by Bank (i) at the direction of Client, or a Third Party or other agent of Client, or (ii) per any instruction authenticated in accordance with the requirements for that instruction or the Service to which the instruction relates. Client's duty to indemnify Bank shall be reduced by the extent to which Bank's gross negligence or willful misconduct contributed to any losses.
12. Equipment, Communications Capabilities and Software. Several of the Services require that Client have adequate, uncompromised, and properly working equipment (including mobile devices, to the extent mobile applications are used or mobile internet access is used), communications capabilities (including email addresses and an internet connection), connectivity, and software (collectively, "technology") in order to use the Service. Client is responsible for providing and maintaining any technology necessary to use a Service. It is Client's responsibility to ensure the integrity and security of the technology, and that the technology remains functioning properly and is compatible with Bank's processing environment. Bank shall have no responsibility if Client's technology is defective, compromised, or does not remain compatible with, or connected to, Bank's processing environment, even if Client has told Bank what technology Client intends to use or Bank has previously indicated Client's technology was compatible.
13. Fraud Detection/Deterrence. Bank may recommend certain Services to Client that are designed to detect and/or deter fraud, help Client to identify and reject potentially fraudulent transactions, or generally reduce the likelihood that certain types of fraudulent transactions will occur. Client agrees that if Client fails to implement any of these Services which are recommended by Bank (whether before or after Client suffers a loss of the type that could be prevented by the Service), Client will be precluded, from and after the date that Client declines the Service, from asserting any claims against Bank with respect to any losses for any unauthorized, altered, counterfeit or other fraudulent transactions that such Service was designed to detect or deter. In addition, Bank will not be required to re-credit Client's account or otherwise have any liability for such transactions as long as Bank has otherwise satisfied its duty of care with respect to the transactions and Services.
14. Fees. Fees applicable to the Services, and any changes to such fees, will be disclosed via a fee schedule, pro forma, and/or other method. Applicable terms of the CBSA shall apply to fees, billing and payment for Services provided pursuant to this Agreement.
15. Amendment. Bank may amend this Agreement, including any terms within the T&Cs and pricing applicable to any Service, by giving Client prior written notice of the amendment. Notwithstanding the foregoing, an amendment by Bank may become effective immediately if: (i) Bank reasonably determines that the amendment will not have a material adverse effect on Client's use of any Service, or (ii) the amendment is required for security reasons or by law. This Agreement may not otherwise be amended except in writing signed by both parties. In the event Client does not agree with any amendment, Client's sole remedy shall be ceasing use of the applicable Service(s) prior to the effective date of the amendment. The CBSA may be amended per its applicable terms.
16. Term and Termination. This Agreement shall remain in full force and effect until it is terminated by either party as provided herein. Either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events or

liabilities incurred prior to the effective date of termination. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules or if required by a regulatory authority, Bank may terminate this Agreement or a specific Service immediately upon written notice to Client. In the event of Client's failure to perform or observe any of the conditions, covenants, or restrictions herein set forth, or if the good faith opinion of Bank, Client is involved in potentially illegal or unethical business practices or is financially unstable, or the prospect of Client's payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately upon written notice to Client.

17. **Notices.** Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received by Client's Treasury Sales Officer (provided that if Client needs assistance with contact information for a Treasury Sales Officer or does not have an assigned Treasury Sales Officer, Client can call Treasury Solutions Client Support at 800-774-8179 for assistance on sending notice to Bank), or at such other location or address as Bank may hereafter provide to Client in writing; (ii) to Client when mailed or delivered to Client's current address per Bank's records, emailed to Client at a current email address for Client as shown on Bank's records, or delivered to Client via a Service or through other electronic means, including mobile application messages, messages provided within a Service or posted to a website, and text messages. At Bank's discretion, communications with Client regarding operational, product-related, procedural, and technical matters relating to the Services may be provided orally and not subject to the notice requirements of this section; Bank may require written confirmation of any notices provided to Bank orally. Bank is authorized to rely on any instructions or information provided by Client until Bank receives notice from Client modifying any prior instructions or information, and Bank has had a reasonable time to act on such notice.
18. **Electronic Communications.** Client's consent to receive electronic communications in the CBSA shall also apply to electronic communications related to the Services. By use of any Service on Client accounts, Client agrees to continue receiving such electronic communications; in the event Client wishes to withdraw consent to receive electronic communications, Client must cease use of the Services. It is Client's sole responsibility to provide accurate contact information to Bank (including email address, telephone, and mobile numbers) and promptly notify Bank in the event of any changes to Client's contact information. Client represents and warrants that to the extent Client provides any personal mobile device number to Bank for the purpose of notification relating to a Service, Client has obtained express consent from the owner of the mobile device for such purpose.
19. **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.

Signature. The individual signing this Agreement represents that he or she is authorized to do so by the entity listed below. This Agreement may be signed manually or electronically according to Bank's instructions. A duplicate or copy of this manually or electronically signed document delivered through facsimile or email attachment shall be as effective and enforceable as an original manually signed document, and a digital, electronic or photo static image of this signed document maintained in Bank's record retention system shall be as effective and enforceable as an original manually signed document. This Agreement completely replaces any prior agreements between Client and Bank with respect to the Services or the subject matter referred to herein. However, any previous Service selections provided to Bank while any prior agreements were in effect continue to be effective until modified in accordance with this Agreement.

By signing this Agreement, Client acknowledges that Client will be offered fraud mitigation Services for checks and ACH as contained in the T&Cs. Client agrees that failure to successfully implement any of the fraud mitigation Services offered is Client denial of such offer and acceptance for all liability for any fraud that may have been detected by such fraud mitigation Services and in accordance with this Agreement, unless agreed on otherwise in writing between the Client and Bank. The initiation of any such fraud mitigation Service, now or in the future, will be considered acceptance of those Services under the applicable terms and conditions.

By signing this Agreement, Client agrees that use of a Service shall evidence Client's binding acceptance of the applicable security procedures for the Service, regardless of whether Client executes or receives a separate document or agreement relating to such security procedures. Client may review the applicable security procedures at any time by accessing the Terms & Conditions for a Service, available at www.truist.com/treasuryterms.

Client Name		
Tax ID		
Designated Representative		
Print Name		
Print Title		
Date		, 20



Workforce West Virginia

Centralized Request for Quote
Presented by Truist Bank

PRICING

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Exhibit A - Pricing Page for WorkForce West Virginia Banking Services

5/5/2023 Revised

	Unit of Measure	Monthly Est. Qty	Unit Rate Per Item	Monthly Cost = Quantity X Rate per Item	Total Annual Cost = Monthly Cost X 12
4.1.3 Banking Services for six (6) Benefit Accounts					
1. Price per draft presented, edited, and paid	Per Draft	5,000	\$ 0.10	\$ 500.00	\$ 6,000.00
2. Stop payment per draft	Per Draft	30	\$ 5.00	\$ 150.00	\$ 1,800.00
3. Daily Balance/Reporting On-line	Service Fee	21	\$ 25.00	\$ 525.00	\$ 6,300.00
4. Daily Reconciliation and Exception Report	Service Fee	21	\$ 25.00	\$ 525.00	\$ 6,300.00
5. Other <i>(Note: Check-Imaging Cd ROM.)</i>	Per Draft	5,000	\$ 0.10	\$ 500.00	\$ 6,000.00
6. Total for Benefit Accounts					\$ 26,400.00
4.1.5. Banking Services for two (2) Clearing Accounts					
7. Price per draft presented, edited and paid	Per Draft	7,250	\$ 0.25	\$ 1,812.50	\$ 21,750.00
8. Price per Deposit associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis	Per Deposit	2,500	\$ 0.25	\$ 625.00	\$ 7,500.00
9. Price per CCD+ Addendum file accepted from TPA's Files and Deposits in Clearing Account A to be received on a quarterly basis.	Per File	20	\$ 100.00	\$ 2,000.00	\$ 24,000.00
10. Price per CCD+ Addendum file from TPA's balanced to deposit, and information transmitted to WorkForce West Virginia. Files and deposits in Clearing Account A to be received on a quarterly basis.	Per File	20	\$ 100.00	\$ 2,000.00	\$ 24,000.00
11. Price per draft for ACH debits and debit blocks.	Per Draft	7,250	\$ 0.20	\$ 1,450.00	\$ 17,400.00
12. Price for Authorized ACH Company ID.	Flat Monthly Fee	1	\$ 25.00	\$ 25.00	\$ 300.00
13. Price for ACH Debits Received.	Flat Monthly Fee	1	\$ 150.00	\$ 150.00	\$ 1,800.00
14. Daily Balance/Reporting On-line	Service Fee	21	\$ 25.00	\$ 525.00	\$ 6,300.00
15. Total for Clearing Account					\$ 103,050.00
Earnings Credit Rate Reduction					
16. Earnings Credit Rate Reduction for both Benefit and Clearing Accounts.	Percent	3,017,000	\$ 0.012500000	\$ (3,771.250000000)	\$ (45,255.00)
FDIC Deposit Insurance Fund					
17. FDIC Deposit Insurance Fund (DIF) for both Benefit and Clearing Accounts <i>(Note: FDIC Fee to be assessed to qualifying accounts at the standard published monthly rate. EXAMPLE: 9.1333% per \$1,000 on average ledger balances.)</i>	Rate	3,017,000	\$ 0.0001465	\$ 441.9905000	\$ 5,303.89
Daily Armored Car/Courier Service					
18. Daily Armored Car/Courier Service <i>(See Section 4.1.6.2 of RFQ for pickup location.)</i>	Flat Daily Rate	30	\$ 0.00	\$ 0.00	\$ 0.00
4.1.6.1. Remote Deposit Check Processing Service					
19. Remote Deposit Check Processing Equipment	Flat Fee				\$ 817.00
20. Remote Deposit Check Processing Software	Flat Fee				\$ 0.00
21. Remote Deposit Check Maintenance Contract	Flat Fee				\$ 225.00
GRAND TOTAL					\$ 90,540.89
<i>(Note: Add lines six (6); line fifteen (15); and line sixteen (16); line seventeen (17); line eighteen (18); line nineteen (19); twenty (20); and line twenty-one (21).</i>					

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

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

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