

<b>STATE OF NORTH CAROLINA</b>  <b>DEPARTMENT OF STATE TREASURER</b> Financial Operations Division	<b>REQUEST FOR BEST AND FINAL OFFER NO. #01</b> <b>RFP 07-2019-IT0001</b>
	<b>Offers will be received until:</b> May 19, 2020 @ 10:00 AM
	<b>Issue Date:</b> May 15, 2020
<b>Refer ALL inquiries regarding this BAFO to:</b>  Margaret Serapin Margaret.serapin@nctreasurer.com 919-814-3913	<b>Commodity Number:</b> 962-00
	<b>Description:</b> Electronic Funds Transfer Services
	<b>Using Agency:</b> Department of State Treasurer and Office of State Controller
<b>See page 2 for mailing instructions.</b>	<b>Requisition No.:</b> N/A

**NOTICE TO VENDOR**

Offers, subject to the conditions made a part hereof, will be received at this office, 3200 Atlantic Avenue, Raleigh, NC until 2:00 pm on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR: Bank of America, N.A.		
STREET ADDRESS: 100 North Tryon Street	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Charlotte, NC, 28255	TELEPHONE NUMBER: 336-543-1305	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Lora C. Prisock, Senior Vice President	FAX NUMBER:	
AUTHORIZED SIGNATURE: <i>Lora C. Prisock</i>	DATE: May 18, 2020	E-MAIL: lora.prisock@bofa.com

Offer valid for ninety (90), days from date of offer opening unless otherwise stated here: \_days

**ACCEPTANCE OF OFFER**

If the State accepts any or all parts of this offer, an authorized representative of North Carolina Department of State Treasurer (NCDST) and the North Carolina Office of the State Controller (OSC) shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Request for Proposal (RFP) which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

<b><u>FOR NORTH CAROLINA DEPARTMENT OF STATE TREASURER USE ONLY</u></b> Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of NCDST).
--

<b><u>FOR NORTH CAROLINA OFFICE OF STATE CONTROLLER USE ONLY</u></b> Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of OSC).
---

**DELIVERY INSTRUCTIONS:**

E-mail one (1) fully executed original of the response. Please include the BAFO number in the email subject line. Offers submitted via facsimile (FAX) machine or telephone response to this will not be accepted.

It is the responsibility of the Vendor to deliver the offer in this office by the specified time and date of opening.

<b>DELIVER TO:</b>
BAFO # 01 RFP 07-2019-IT0001 North Carolina Department of State Treasurer Attn: Margaret Serapin Email: Margaret.serapin@nctreasurer.com

**SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)**

This request is to acquire a best and final offer from Bank of America, N.A. (Bank) for Electronic Funds Transfer Services. The offer should integrate the previous response to the Request for Proposal (RFP) and any changes listed below. Any individual Vendor can receive a different number of requests for BAFOs than other offerors.

**NOTE:** This proposal is still in the evaluation period. During this period and prior to award, possession of the BAFO, original proposal response and accompanying information is limited to personnel of the Department of Information Technology (DIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

**NOTICE TO VENDOR**

1. In accordance with RFP 07-2019-IT0001: Notwithstanding any provision of Bank or NC Department of the State Treasurer (DST) and NC Office of the State Controller (OSC) document herein, upon acceptance by an authorized representative of the DST and OSC, Best and Final Offer 07-2019-IT001, RFP 07-2019-IT0001 and Addendum 01, as posted, and the following mutually agreed attachments (Exhibits A – D) will constitute the agreement (Agreement) between the parties, in the following Order of Precedence: (1) the DST and OSC governing BAFO 07-2019-IT001, special terms and conditions specific to this RFP 07-2019-IT0001, including a) provisions of the RFP *Special Terms and Conditions specific to this Procurement*, and b) *the RFP requirements and specifications*, 2) Bank's *General Provisions* (Exhibit A attached and incorporated herein), and 3) Bank *Service Addenda: Treasury Service Agreement(s) a) Automated Clearing House (ACH) Authorization – Receive, Service Addendum* (Exhibit B attached and incorporated herein), b) *Wire Transfers and International Electronic Funds Transfer Service Addendum* (Exhibit C attached and incorporated herein), c) *Electronic Data Interchange (EDI) Service Addendum* (Exhibit D attached and incorporated herein), d) *CashPay® Service Addendum* (Exhibit E attached and incorporated herein), e) *Higher Education Prepaid Debit Card* (Exhibit F attached and incorporated herein), f) *North Carolina Commercial Prepaid Card*; including, *Government Prepaid Card – Schedule of Fees NC Government Agencies, Consumer and Business Funds – Schedule of Fees, North Carolina Higher Education Prepaid Card – Schedule of Fees, and CashPay® Prepaid Card – Schedule of Fees for North Carolina Government Agencies* (Exhibit G attached and incorporated herein), and g) *Agency EFT Return Accounts Reconciliation and Remuneration Policy* (Exhibit H).
2. **BANK CLARIFICATIONS:** Bank, DST, and OSC negotiated the following clarifications, which the parties now agree are a part of the Agreement:

**A. Bank Personnel**

It is the intent of Bank that no changes to key team members will be made during the term of this contract. With that understanding, there are circumstances where the bank has little or no control over an employee who may choose to leave the bank's employment or decides to change jobs. We can agree to give the State of North Carolina written notice, should a key team member need to be changed for any reason. We will then work diligently to find a suitable replacement acceptable to the State of North Carolina.

## **B. Confidentiality Agreement Requirements**

Information Protection is of paramount importance to the Bank and we do require annual training for all employees on this matter and obtain their agreement to comply with our Code of Ethics and Information Protection requirements. However, employees and vendors of Bank are not required to individually sign nondisclosure agreements.

## **C. Forced Disclosure**

In the normal course of business Bank is required to release certain information under specific circumstances and cases, including but not limited to, bank regulators, legal process and court orders.

This information will be released without the prior written consent or approval of the State, but the State will be given opportunity to defend against such release before it is finalized.

## **D. Conflict of Interest**

Given the magnitude and size of Bank it is not feasible to commit that during the life of this contract that the bank will not acquire or employ any interest, directly or indirectly, that might conflict with the State of North Carolina. However, it is our endeavor that no such relationship will impact the quality or level of services and/or products offered under this contract. Bank acknowledges that it is the policy of the Department of State Treasurer (DST) that no separated DST employee can work for a bank providing DST accounts for one year following separation.

## **E. Breach of Security Data/Notification Related Costs.**

The Bank shall reimburse the State for actual and reasonable costs associated in responding to a Security Incident resulting as a result of Bank's negligence. These costs shall include: (a) all costs associated with preparation and mailing of legally mandated notices to affected customers of the State and any response to inquiries in connection therewith; (b) all other legally mandated reasonable costs incurred by affected customers of State in connection with mitigating the harm of a Security Incident, and up to two years credit monitoring and identity theft protection for affected customers of the State required under applicable law , and other services which are legally mandated necessary to protect customers of the State affected by the Security Incident; and (c) and legally mandated call center support costs for affected customers of the State. The Bank's actual damages will be capped at one year's annual revenue.

## **F. Suspension and Termination**

(a) Termination for Convenience Without Cause, either party can terminate for convenience and that "thirty (30) days" is modified to read "one-hundred eighty days".

(b) Termination for Cause. Bank may terminate the Agreement or any or all Services by providing a 30 day written notice and period for cure. The parties will work in good faith to keep banking services operational for the State. If the State has not cured the issue within 30 days from notice, the Bank may terminate by providing 90 days written notice after failure to cure. The Bank will send Client notice of the termination, if any of the following occurs: (i) Client breaches any of the terms and conditions in these General Provisions, the relevant Service Addendum or any other agreement with Bank; (ii) Client terminates, liquidates or dissolves its business, or disposes of a substantial portion of its assets; (iii) Client fails generally to pay its debts as they become due; (iv) Client, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; (v) Client initiates any composition with creditors; (vi) Client experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions in this Agreement; (vii) any guaranty of Client's obligations to Bank terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in items (i) through (vi) attributable to the Client occur to the guarantor; or the account necessary to provide any Service is closed.

## **G. Limitation of Liability (Check provisions attachment)**

The Bank is liable for actual, direct damages when we fail to exercise reasonable care when providing services. The Bank will not be liable for any indirect, special, consequential or punitive damages.

## **H. Indemnification**

The Bank agrees to indemnify the State from third party claims with a cap on indemnification liability of one year's annual revenue. This limitation is specific to indemnification. (For avoidance of doubt Section 23 (c) of the State's General Terms and Conditions Applicable to all Purchases is intentionally removed).

## **I. Re-Procurement Costs**

The Bank recognizes the importance of the timely processing of your transactions, and will make every effort to avoid any failure to fulfill the terms of the contract. The Bank suggests that State give it a chance to take corrective action before contacting a vendor in the open market. The Bank's liability will be capped at one year's revenue.

3. **REPORTING:** Bank shall provide the Standard Reports listed below at no charge to the State. Additional Reports are available upon request and any applicable costs shall be mutually agreed upon between both parties prior in advance.

Previous-Day Standard Reports	Current-Day Standard Reports
Account Activity Report	Account Activity Report
ACH Report	ACH Report
All Data Summary and Details with Text Report	All Data Summary and Details with Text Report
Balance History Report	Balance Report (Horizontal)
Balance Report (Horizontal)	Balance Report (Vertical)
Balance Report (Vertical)	Controlled Disbursement Detail Report
Brazil Demand Deposit Account (DDA) Report	Controlled Disbursement Presentment Report (Horizontal)
Controlled Disbursement Detail Report	Controlled Disbursement Presentment Report (Vertical)
Cash Concentration Sweep Detail Report	Deposit Report
Cash Concentration Sweep Summary Report	Detail New Data with Text Report
Deposit Report	Detail Report
Detail Report	Detail with Text Report
Detail with Text Report	Electronic Return Item Notification (ERIN) Report
International Summary and Detail with Text Report	International Summary and Detail with Text Report
Real-Time Payments Report	Real-Time Payments Report
Returned Items Report	Returned Items Report
Statement View Report	Summary and Detail New Data with Text Report
Summary and Detail Report	Summary and Detail Report
Summary and Detail with Text Report	Summary and Detail with Text Report
Transaction Credit Advice Report	Transaction Credit Advice Report
Transaction Debit Advice Report	Transaction Debit Advice Report
Transaction Detail (TDR) Report	Transaction Detail (TDR) Report
Wire Report	Wire Report

4. **BAFO COST: EXHIBIT K**

- A. The State encourages Bank to supply more competitive prices. Bank should submit its most competitive prices on the attached Exhibit K of this request for BAFO. The pricing provided shall be firm and fixed for the initial contract term (Years 1 – 7). Vendor must also provide a cost for the Optional Years 8 – 10 and the Optional Value Added Services, and identify if cost shall be firm and fixed or negotiated at optional renewal. If a line item is not applicable, Bank shall mark as “N/A”. If “Other Fees” apply, Bank must provide a description of the fee required. **The quantities listed shall be used for evaluation purposes only and are based on an average of the past two fiscal year periods. The State does not guarantee any minimum or maximum quantities.**

B. Bank agrees to provide all services for participants, at no cost, for the first three (3) months after execution of the new Contract.

**5. CONFIRMATION:**

**A. Section IV., I., L Customer Service Support:** Bank shall provide access to a live person for problem resolution within the Data Transmission Group 24/7/365.

**B. Section IV., II., D. Marketing Plan and Ongoing Communications:** Bank shall conduct its Marketing and Ongoing Communications Plan, as revised in the attached Exhibit I and incorporated herein.

**C.** Bank shall not charge an insufficient funds fee for any overdraft on a regular account.

**D.** Bank shall host its proposed solution at its data centers which are geographically disbursed within the continental United States.

**E.** Bank shall provide Cyber Liability Insurance with primary limits of \$25,000,000 to protect the bank from the following causes:

- Failure to protect confidential information from disclosure by Bank or entity to whom Bank has entrusted the confidential information including:
  - Regulatory defense expenses;
  - Failure of Bank's computer system security to prevent a computer attack;
  - Crisis Management (including privacy notification expenses); or
  - Cyber-extortion

**F.** Bank of America, N.A. warrants that all information submitted as "Confidential" in response to these negotiations, meets the requirements of the Rules and Statutes referenced in Attachment D. Department of Information Technology Terms and Conditions, Paragraph 19) Confidentiality of RFP 07-2019-IT0001. The "Confidential" information, as identified below, has received the necessary and proper review by counsel and shall remain "Confidential".

YES \_\_\_X\_\_\_ NO \_\_\_\_\_

**Exhibit A:** *Treasury Services Agreement, General Provisions*

**Exhibit B:** *Bank Service Addenda: Treasury Service Agreement(s):*

*Automated Clearing House (ACH) Authorization – Receive, Service Addendum*

**Exhibit C:** *Bank Service Addenda: Treasury Service Agreement(s): Wire Transfer and International Electronic Funds Transfer Service Addendum*

**Exhibit D:** *Bank Service Addenda: Treasury Service Agreement(s) Electronic Data Interchange EDI) Service Addendum*

**Exhibit E:** *Treasury Services Agreement CashPay® Service Addendum*

**Exhibit F:** *Treasury Services Agreement Higher Education Prepaid Debit Card Service Addendum*

**Exhibit G:** *Treasury Services Agreement Commercial Prepaid Card Service Addendum*

# ATTACHMENTS

EXHIBIT A

*Bank's General Provisions*

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN REMOVED FOR CONFIDENTIALITY.**

**EXHIBIT B**

*Bank Service Addenda: Treasury Service Agreement(s):  
Automated Clearing House (ACH) Authorization – Receive, Service Addendum*

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

EXHIBIT C

*Bank Service Addenda: Treasury Service Agreement(s):  
Wire Transfers and International Electronic Funds Transfer Service  
Addendum*

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

EXHIBIT D

*Bank Service Addenda: Treasury Service  
Agreement(s): Electronic Data Interchange (EDI)  
Service Addendum*

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

**EXHIBIT E**

**Treasury Services Agreement  
CashPay® Service Addendum**

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

**EXHIBIT F**  
**TREASURY SERVICES AGREEMENT**  
**HIGHER EDUCATION PREPAID DEBIT CARD SERVICE ADDENDUM**

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

**EXHIBIT G**  
**TREASURY SERVICES AGREEMENT**  
**COMMERCIAL PREPAID CARD SERVICE**  
**ADDENDUM**

**AS IDENTIFIED ON PAGE 5 OF THIS BAFO, MATERIAL HAS BEEN  
REMOVED FOR CONFIDENTIALITY.**

**EXHIBIT H**

**AGREEMENT FOR ELECTRONIC FUNDS TRANSFER FINANCIAL SERVICES  
STATE OF NORTH CAROLINA AND BANK OF AMERICA.**

**North Carolina Government and Commercial Prepaid Card –  
Consumer and Business Funds Schedule of Fees**

- i. Government Prepaid Card – Schedule of Fees for North Carolina Government Agencies**
- ii. Consumer and Business Funds – Schedule of Fees**
- iii. North Carolina Higher Education Prepaid Card – Schedule of Fees**
- iv. CashPay® Prepaid Card – Schedule of Fees for North Carolina Government Agencies**

**Government Prepaid Card  
Schedule of Fees for North Carolina Government Agencies**

**CLIENT FEE SCHEDULE**

Effective August, 1 2014

SERVICE NAME	USO	UNIT PRICE	UNIT OF MEASURE
Standard Fees Paid by Client			
Card Issuance*	\$	3.00	per card

*\*This fee may be reduced or waived dependent upon expected card usage, number of cards and average value load for a given program. Bank of America will present distinct and reduced pricing for unemployment insurance, disability insurance and child support payments to those respective agencies.*

**CARDHOLDER FEE SCHEDULE**

Services with No Fees

<b>PURCHASE TRANSACTIONS</b>		
Purchase at merchants (signed, using PIN, online, phone, or mail purchases)		No Fee
<b>ATM TRANSACTIONS*</b>		
Bank of America ATM Withdrawal (in the U.S.)		No Fee
ATM Balance Inquiries (all ATMs)		No Fee
<b>OTHER SERVICES</b>		
Online, Automated, live or International Customer Service Inquiry Online		No Fee
Funds Transfer		No Fee

Services with Fees

<b>ATM TRANSACTION FEES*</b>		
Non-Bank of America ATM Withdrawals (in the U.S.)		\$2.00 per transaction
ATM Withdrawal International (all ATMs outside the U.S.)		\$3.00 per transaction
Declined Transaction (ATMs only)		\$0.50 per declined transaction
<b>OTHER SERVICE FEES</b>		
Teller Cash Access <i>(Available at financial institutions that accept VISA cards) (Limited to available balance only)</i>		No Fee for first withdrawal each deposit period, \$5.00 thereafter.
Emergency Cash Transfer (in the US)		\$15.00 per request
Card Replacement Domestic		No fee for first replacement each year, \$5.00 thereafter
Card Replacement Express Delivery (additional charge)		\$15.00 per request
Card Replacement (outside the US)		Quote provided at time of request, as price varies by country
Mailed account statement		\$1.00 per statement
International Transaction Fee		3% of U.S. Dollar amount of transaction
Check Issuance Upon Account Closure		\$5.00 per request

\* ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM. A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. Balance inquiries may not be available at all ATMs outside the U.S.

An ATM Transaction Decline occurs when you request an amount greater than your balance or you incorrectly enter your PIN more than four times.

**North Carolina Commercial Prepaid Card –  
Consumer and Business Funds Schedule of Fees**

*Effective August 1, 2014*

For use in consumer -owned funds prepaid card programs.

SERVICE NAME	USO	UNIT PRICE	UNIT OF MEASURE
<b>Standard Fees Paid by Company</b>			
Card Issuance and Renewal Cards*	\$	3.00	per BAC card
Custom Card Issuance and Renewal Cards*		3.50	per logo card
Value Load Fee*	\$	0.50	per load, per card

*\*This fee may be reduced or waived dependent upon expected card usage, number of cards and average value load for a given program.*

Bank shall provide Client an invoice for all fees incurred each calendar month. Invoiced fees shall be debited from the Client's funding account and if there is not sufficient funds available an additional late fee charge of 2% per month shall be added.

SERVICE NAME	USO	UNIT PRICE	UNIT OF MEASURE
<b>Standard Fees Paid by Cardholder</b>			
PIN or Signature purchases (in-store, online, phone)	\$	No Fee	per transaction
PIN Cash-back with purchase transaction	\$	No Fee	per transaction
Bank of America ATM Withdrawal fee (domestic US)	\$	No Fee	per transaction
Non-Bank of America ATM Withdrawal Fee (domestic US)	\$	1.50	per transaction
ATM Balance Inquiry	\$	No fee	per transaction
ATM Withdrawal Decline	\$	0.25	per transaction
ATM Withdrawal Fee - intl	\$	3.50	per transaction
Teller Cash Withdrawal	\$	5.00	1 free per month, then \$5.00 thereafter
Live agent Cardholder Services	\$	1.00	1 free per week, then \$1.00 thereafter
IVH Cardholder Services	\$	No Fee	per transaction
Website Cardholder Services	\$	No Fee	per transaction
PIN Change Request	\$	0.50	1 free per year, then \$0.50 thereafter
Lost/ stolen card processing - replacement (domestic US)	\$	5.00	per request (USPS)
Replacement - expedited - (domestic US)	\$	15.00	per request (expedited)
Account Closure/ Check Request	\$	5.00	per request
Foreign Currency Conversion	\$	3.00%	per transaction
Paper Statement Mailed to Cardholder	\$	1.00	per statement

If a transaction is completed at an ATM not displaying a Bank of America logo, an additional surcharge by the ATM owner may be assessed.

**North Carolina Higher Education Prepaid Card  
Schedule of Fees**

**CARDHOLDER FEE SCHEDULE**

*Effective August 1, 2014*

There are no fees to the client for Higher Education Prepaid Card programs. All fees are assessed to the cardholder.

Services with No Fees

**PURCHASE TRANSACTIONS**

Purchase at merchant (signed, using PIN, online, phone, or mail purchases) No Fee

**ATM TRANSACTIONS\***

Bank of America ATM Withdrawal Domestic No Fee

ATM Balance Inquiries No Fee

**OTHER SERVICES**

Online, Automated, Live or International Customer Service Inquiry No Fee

Services with Fees

**ATM TRANSACTION FEES**

Non-Bank of America ATM Withdrawals Domestic \$2.00 per transaction

ATM Withdrawal International (all ATMs) \$3.00 per transaction

Declined Transaction (ATMs only) \$0.50 per declined transaction

**OTHER SERVICE FEES**

Teller Cash Access  
*(Available at financial institutions that accept VISA cards)  
(limited to available balance only)* No Fee for first withdrawal each month, \$5.00 thereafter.

Card Replacement Domestic No fee for first replacement each year, \$5.00 thereafter

Card Replacement • Express Delivery (additional charge) \$15.00 per request

Card Replacement International Quote provided at time of request, as price varies by country

Mailed Monthly Account Statement \$1.00 per statement

International Transaction Fee 3% of U.S. Dollar amount of transaction

Account Closure Check Issuance \$5.00 per request

\*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM. A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. An ATM Transaction Decline occurs when you request an amount greater than your balance or you incorrectly enter your PIN more than four times. Balance inquiries may not be available at all ATMs outside the U.S.

**CashPay® Prepaid Card  
Schedule of Fees for North Carolina Government Agencies**

**CARDHOLDER FEE SCHEDULE**

*Effective August 1, 2014*

**COMPANYFEES**

**Enrollment**

Account owner electronic enrollment	No Fee
Web application monthly access fee	No Fee

**Funding**

ACII funding	No card program fee - Standard ACH per-item fee
Web exception funding (optional)	No Fee

**CARDHOLDER / ACCOUNT OWNER- COMPLETE FEE SCHEDULE**

**Monthly fees**

Monthly maintenance	No Fee
---------------------	--------

**ATM and purchase transaction fees**

Bank of America ATM withdrawal domestic*	No Fee
Non-Bank of America ATM withdrawal domestic*	\$1.50 each
ATM withdrawal international	\$3.50 each
ATM balance inquiries**	No Fee
ATM transaction decline	No Fee
Signature-based purchase at Visa merchants	No Fee
Pinned POS purchase	No Fee

**Other service fees**

Automated customer service inquiry	No Fee
Live customer service inquiry domestic	No Fee
PIN changes	No Fee
Emergency cash transfer for remaining account balance (under \$20.00)	One waived per year
Emergency cash transfer domestic	\$15.00
Emergency cash transfer international	\$30.00
Teller Cash Access <i>(Available at financial institutions that accept VISA cards)</i> <i>(Limited to available balance only)</i>	No Fee
Online Funds Transfer	No Fee
Card replacement domestic	One waived per year, \$5.00 thereafter
Card replacement - Express delivery (additional charge)	\$15.00
Card replacement international	\$15.00
International transaction fee Account closure fee (check issued) Legal	2% of U.S. dollar amount of transaction \$5.00
Process Fee	\$100.00 (or such amount as may be set by law)

Most cardholder / account-owner fees may be paid by the employer

\*ATM owners may choose to charge an additional convenience fee or surcharge (a sign should be posted at the ATM to indicate additional fees); however, ATMs displaying Bank of America signs will not charge any additional surcharge to CashPay cardholders.

\*\* Balance inquiries may not be available at all ATMs outside the United States.

**EXHIBIT I**

**AGREEMENT FOR ELECTRONIC FUNDS TRANSFER FINANCIAL SERVICES STATE OF NORTH  
CAROLINA AND BANK OF AMERICA.**

**AGENCY EFT RETURN ACCOUNTS  
RECONCILIATION AND REMUNERATION POLICY**

## Agency EFT Return Accounts

### Reconciliation and Remuneration Policy

**Objective:** This policy is meant to supplement (and not conflict with) the Department of the State Treasurer's (DST) Return Item Policy found in the latest published version of the Banking Services Handbook (9/19).

DST shall open Returns Accounts with Bank of America (BofA) to receive certain electronic and paper items that have been rejected by the financial institution on which said items were drawn.

For paper returns, items will post to the designated account and are reported to the entity daily via CashPro, BofA's electronic banking system. BofA shall forward copies of rejected items on a daily basis to the individual designated for each respective agency or entity during account set-up. It is the agency's responsibility to contact BofA should the designated individual leave the agency or be re-assigned for any reason resulting in a change in the designated individual.

For electronic items, these items will post to the designated account and are reported to the entity daily via CashPro, BofA's electronic banking system. A variety of reports are provided to the entities for information and reporting.

The Agency shall utilize the State's Core Banking System (CB\$) to electronically fund these Return Accounts. Should an agency not have CB\$ access, they will be required to use BofA provided deposit slips to fund said Return Accounts. All returned items must be cleared within 5 days of receipt as per the State Treasurer's Return Item Policy.

BofA will generate a statement for each Returns Account monthly and the statement will show negative balances associated with uncleared returns. Statements are also available via CashPro. It is the agency's responsibility to reconcile each Returns Account. Upon receipt of the monthly Returns Account statement, the agency will have 5 business days to pay the month end balance.

BofA will make contact with the non-compliant agencies asking them to fully fund the returns account. BofA will provide a report to the DST and the Office of State Controller (OSC) showing those accounts with negative balances. BofA shall endeavor to deliver such report by the 15<sup>th</sup> of the following month, but in any case by the 30<sup>th</sup> of the following month.

OSC will then contact the agency to resolve any return issues by Day 30 of the following month. OSC will contact upper management when necessary to escalate a resolution.

Any balances not resolved 30 days after the statement period may incur overdraft interest charges. These charges will be calculated at current prime rate on the negative uncollected balance for each business day and billed using the Return Report noted above. Notification of the charge will be provided to the Agency.

**Example:** An item is returned in the month of August 2020. The item will be viewable immediately on CashPro and said return item notification will be sent at the same time. The standard requires that the return be cleared within three (3) days of receipt.

At the end of August, a statement of the month's return account activity will be generated. By DST Policy, the item should have been already handled. If not, the balance due within three (3) days will be reflected on the statement.

This statement will be available online by the 3<sup>rd</sup> business day of September (September 5, 2020). The agency will need to clear the balance by September 9, 2020.

The Return Report provided to DST/OSC by September 15, 2020 will show the negative balance in the Month End Balance Column. DST/OSC and BofA will work with the agency the remainder of September to settle any outstanding balances.

DST/OSC will receive the current Return Report by October 15, 2020 and the unpaid balance will be displayed in the "Prior Month Unpaid Balance" column. On October 15, 2020 the overdraft interest charges begin accruing on the negative uncollected balance.

## EXHIBIT J: North Carolina EFT Contract Marketing Plan

Marketing the program to all eligible participants is a key value proposition. Our marketing plan includes:

- **Monthly and quarterly meetings with the Office of the State Controller and the Department of State Treasurer** – We use these meetings as an opportunity to provide reporting, discuss program growth, current set ups, current and planned meetings with Participants, and program enhancements.

Quarterly meetings with the Department of State Treasurer are focused on supporting the Treasurer's strategic initiatives and reviewing emerging technology.

- **Participant outreach** – Our calling activity is designed to promote the program, provide education and discuss program enhancements and emerging trends.

These meetings are typically scheduled at a frequency requested by the Participant. We see many Participants quarterly or more frequently with strategic enhancements.

Over the contract term we have presented the program at a number of industry conferences, including the North Carolina Local Government Investment Association, the e-Commerce Conference, and Bank of America's Dogwood Summit for Purchasing Card Participants and the Community College Business Officer's meeting.

- **Industry updates & Webinars** – We provide quarterly Webinars for Participants. Webinars and mailings are also offered for important updates.

We are active in all industry conferences and all market segments. In addition to the conference presentation, we promote the EFT contract at the UNC System Financial Conference, the NC Government Finance Officers Conference and the Carolinas Government Purchasing Officers meeting.

- **EFT Webinars** – In 2020 we are implementing a quarterly web conference for Participants. We are also proposing a quarterly session designed exclusively for new Participants.

In 2020 we have also implemented a new Treasury Analyst, Sales Support Associate check in. Focusing touch points with the State Treasurer's Direct Deposit participants and selected Agencies, our associates will be connecting with Participants to provide updated Contact sheets and check in.

- **Training for new Participants** – We provide instructor-led training via WebEx for Participants. This is conducted at the end of the implementation when adding a new set up or when a refresher is requested.

Below is an overview of our outreach efforts to North Carolina agencies/entities, including universities and local governments, in 2019. Over the course of the year, we conducted more than 90 discussions on a broad range of topics in support of the State's strategic initiatives and critical to enhancing the operational functionality, efficiency and capabilities of Participants. Highlights of these discussions are included.

Additionally, in 2020, we have contacted 25 Participants in the first quarter as part of our newly established touch points noted above.

Agency/Entity	2019 Outreach	Highlights
Department of State Treasurer	12+	Partnering with DST to meet the Treasurer's strategic goals, emerging technology, program growth, education, NACHA rule changes, product enhancements.
Office of the State Controller	12+	Emerging technology, program growth, education, NACHA rule changes, product enhancements, new reporting options, invoice payments.
Department of Health and Human Services	2	NACHA update required for Child Support; additional meetings were requested.
Department of Revenue	2+	Automating garnishments using TPP segment, NACHA Rule changes, new payment options for Individual Income tax.
Division of Employment Security	2+	Tax Modernization and planning, emerging technology in prepaid. In 2018 we worked extensively on promoting electronic tax payments. We typically meet an additional two times per year with the benefits group.
Department of Transportation	2+	Payment automation, NACHA rule changes, DMV has interest in Consumer to Business Real Time Payments.
Housing Finance Agency	2	Real Time Payments, Same Day ACH, NACHA Rule Changes.
NC Department of Public Instruction		Updated contacts at e-Commerce Summit.
NC Education Lottery	1+	Implemented Gift Card solution. Typically meet annually. Discussions include emerging technology, upcoming rule changes. Miscellaneous payments and collections.
Department of Insurance	1	New set up.
NC Partnership for Children Inc.		Targeted for Q2 2020 touch point.
NC Secretary of State	1	Billing. Targeted for 2020 touch point.
NC State Education Assistance Authority	3	ACH Receipts, Third Party Payments, collaboration.
Wildlife Agent Sales		Targeted for Q2 2020 touch point.
NC Community College System		We have presented the EFT contract to the system office and are active calling on the business units.
Commerce Banking Commission		Targeted for Q2 2020 touch point.
Department of Commerce ABC		Targeted for Q2 2020 touch point.
Department of Justice		Targeted for Q2 2020 touch point.

Agency/Entity	2019 Outreach	Highlights
Department of Administration	2	Program overview, expanding electronic payments. Discussed round table with DST/OSC and P&C to discuss payment innovation.
<b>Universities</b>		
Appalachian State University	1	Payment automation; primarily utilizing prepaid cards – athletics, research, guest speakers and study abroad.
UNC Asheville	2	Payment automation, electronic payment strategy for vendor payments.
North Carolina A&T	1	We meet frequently with the University.
UNC Chapel Hill	6+	Program growth, emerging payments, Digital Disbursements, NACHA Rule changes.
UNC Charlotte	4	Comprehensive payment strategy design, program growth, emerging payments, Digital Disbursements, NACHA Rule changes; prepaid program discussion, Paymode discussion.
Elizabeth City State University	3	New set up for Foundation. Targeted for 2020 touch point.
East Carolina University	2	Prepaid Card, program growth, Payroll contingencies, NACHA Rule changes.
Fayetteville State University	1	Added new prepaid program.
North Carolina Central	2	Expanding ACH to AP, Prepaid card program growth.
North Carolina State University	6+	Comprehensive payment strategy design including implementation of prepaid card, Paymode, NACHA rule changes.
UNC Greensboro	2	Comprehensive payment strategy design, program growth, emerging payments, Digital Disbursements, NACHA Rule changes.
Winston Salem State	2+	Update for student refunds, standing wire set up
UNC Pembroke	1+	Prepaid Card program. Targeted for 2020 touch point.
UNC School of the Arts		We are active with the School regarding their Prepaid program.
UNC Wilmington	1	Business Continuity planning.
Western Carolina University	1	Comprehensive payment strategy including discussions on Paymode.
<b>Local Government</b>		
Wake County	3	Real Time payments, ACH authorized contacts.
Wake County Public Schools	2	Prepaid Card for Payroll.
City of Charlotte	4	Prepaid Card for Payroll and ACH.
City of High Point	3	Expanded program to include Accounts Payable.

Agency/Entity	2019 Outreach	Highlights
City of Raleigh	2	Proposed the EFT Program for Payroll and Pre authorized drafts.
City of Greensboro	1	Electronic payments, including EFT program eligibility
Guilford County	1	Electronic payments, including EFT program eligibility
Mecklenburg County		We have introduced EFT program; will revisit in 2020.
Charlotte Mecklenburg Schools program; meetings were requested.		We typically have met with CMS annually on EFT
City of Winston Salem		We have introduced the EFT program in previous Meetings.
Total Contacts	93	

## EXHIBIT K

### BAFO COST (Attached EXCEL SHEET)

Vendor shall complete the tables below. The pricing provided shall be firm and fixed for the initial contract term. If a line item is not applicable, Vendor shall mark as "N/A". If "Other Fees" apply, Vendor must provide a description of the fee required. **The quantities listed shall be used for evaluation purposes only and are based on an average of the past two fiscal year periods. The State does not guarantee any minimum or maximum quantities.**