



State of New York

Department of Civil Service

Invitation For Bids
Reference #2010 Banking

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Submitted by

Wells Fargo Bank, N.A.
Government & Institutional Banking

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Executive Summary

Wells Fargo Bank stands prepared to be a strategic partner with the NYS Department of Civil Service. Wells Fargo will meet or exceed the requirements in a cost-effective manner.

In choosing Wells Fargo to provide Banking Services you are choosing the following:

- The only large bank that utilizes a relationship management model that focuses on investing time with customers.
- The leader among large banks of the University of Michigan's American Customer Satisfaction Index for eight consecutive years;
- A bank that is a leader in providing cost-effective and technologically advanced solutions to government entities throughout the country.

Relationship Management Model

- Wells Fargo's Government Relationship Managers are among the most experienced in the industry.
- Wells Fargo's relationship staffing approach that is built on the premise that customer relationships require the investment of time. Wells Fargo assigns markets and geographies in a manner that allows the Relationship Managers the flexibility to spend time with customers, as needed. The standard banking approach today is to assign vast geographies and hundreds of clients to each Relationship Manager. This essentially delegates the relationship responsibilities to less experienced teammates with the primary focus of the relationship manager being business development.
- Wells Fargo's commitment to DCS is to assign 2 seasoned Relationship Managers to your account. Both Relationship Managers will participate during the implementation process to ensure familiarity with the program requirements and processes. TRS will have one primary point of contact, but Wells Fargo will provide redundancy at the Senior Officer level as a function of our relationship management approach.

Wells Fargo Customer Experience

Having led the University of Michigan's American Customer Satisfaction Index for eight consecutive years, Wells Fargo's reputation for excellent service is well established. The Gartner Group, a world leader in providing business technology research, consumer and market intelligence, consulting, conferences and decision-making tools, has recognized the Wells Fargo Customer Service Team servicing model as a "Best in Class" example of service.

Additionally, The American Banker, the financial services daily publication, has approached Wells Fargo about leading a conference session called "Creating, Maintaining and Expanding Customer Relationships."

To achieve this level of recognition, our dedicated teams are staffed with highly motivated and experienced Account Managers who have been carefully selected and receive on ongoing training to maintain extensive product knowledge.

Our number-one objective is to support each customer with the delivery of unparalleled service.

The singular focus on service reaps many benefits. It means:

- Being supported by an organization with continual focus on service excellence
- Management of your relationship from a tenured relationship and treasury management team accountable for your success
- The flexibility of having both your local Relationship Team, or a dedicated centralized team, for service inquires

Wells Fargo recognizes that knowing who to call and having the right contact information is only the start to excellent customer service. Having access to people who have the experience and knowledge to resolve an issue that you are facing is the key to customer satisfaction.

We will provide the DCS with direct access to the Government Custom Service Team. This dedicated team is comprised of account managers that have connectivity to a wide range of bank systems and technology to quickly obtain, analyze and share information. Customer Service Teams are located around the country and backup is readily available should a disaster situation occur.

We understand that it is a big decision to change banking service providers. Our commitment to delivering world-class customer service and exceptional solutions make us confident in our ability to meet and exceed the expectations of the Battery Park City Authority. Wells Fargo stands ready to leverage our strategic expertise, leading edge products and technology to your advantage. Simply stated, we want to be your best, most trusted and admired financial services provider.

Industry Leadership

- Wells Fargo maintains relationships with 2700 government entities throughout the United States.
- Wells Fargo's New York State Relationship Managers has over 35 years of experience working with the State on its' most complex programs and implementations.
- Wells Fargo utilizes a nationally recognized approach to customer service that has been best in class for eight consecutive years.

Conclusion

Our unparalleled customer service, unique and innovative approach to relationship management and industry-leading business continuity provision is reflective of how we will approach working with the DCS. We will work tirelessly and continually with you to ensure that the DCS receives best in class service.

Welcome to Wells Fargo!

SECTION 3 SCOPE

§3.01 PROJECT SERVICES

During the term of the Agreement, the Contractor will be responsible for the performance of all of those services/tasks as set forth herein this Section 1 of the IFB ("Project Services")

§3.01.1 Project Implementation

During the Implementation Phase of the Project, the Contractor must:

- (a) designate a Contract Officer to serve as the primary contact between the Parties during the entire term of the Agreement. This individual shall be responsible for 1) overseeing the Contractor's and the Contractor's Project Teams performance under the Agreement, 2) serving as the Contractor's liaison with the Department in order to resolve day-to-day operational difficulties; and 3) providing timely responses (one Business Day) to administrative concerns and inquiries posed by the Department;

The Department will be assigned a Client Service Office to act as the liaison between the Parties. In addition, you will have a Relationship Team dedicated to the Department. This team consists of Bernie Ramos – Relationship Manager, Elena Gallo – Treasury Management Services Consultant, Karen Hansen – Treasury Management Sales Associate, Avery White – Relationship Associate and Patrick Spaulding – Implementation Coordinator. This team will ensure the Department receives the exemplary customer service that our clients have come to expect from Wells Fargo.

- (b) maintain an organization of sufficient size with the skills and experience necessary to administer, manage and oversee all aspects of the Project during the Implementation Phase, as well as during Ongoing Operations;

At Wells Fargo, we approach implementations as a partnership. Our approach to implementation incorporates a highly experienced team of bankers who work closely with the Department through every step of your transition to Wells Fargo.

Our implementation team is led by an implementation coordinator who works with internal bank partners and your staff to define and document requirements and develop a comprehensive implementation plan. The implementation coordinator will manage the project through final delivery and product training and usage, providing the Department with a single point of contact and a positive implementation experience.

Regular implementation meetings (usually weekly), are scheduled once the contract is awarded. At every meeting during your implementation, your Wells Fargo implementation team, treasury management specialists, relationship manager, and relationship associate will be present. Your assigned client services officer will also join the meetings at the appropriate time, to become familiar with your accounts. There may be additional team members that attend when a product specialist is needed.

A detailed timeline and updated account structure are a major focus of each meeting, to ensure that all tasks are monitored and are on track to meet your target start date. Meeting minutes from the prior meeting, an agenda, a timeline, and an account structure are provided by e-mail prior to every implementation meeting.

The discussions also cover file formats and delivery methods, and answer any technical questions you may have about the services you have selected.

Your treasury management sales consultant submits all necessary implementation paperwork to begin the implementation process.

The implementation process includes the following milestones:

- **Wells Fargo kick off meeting:** Assigned resources develop a project plan based on detailed discussions of the team. Presumptions, issues, and questions are documented for further discussion.
- **NYS Department of Civil Service kick off meeting:** Formal project kick off meeting is scheduled to resolve outstanding presumptions, issues, and questions. Attendees include resources from our systems, other internal bank resources, and our counterparts from the Department. Milestones, tasks, and dates of the project are also discussed. A weekly project team meeting is scheduled for the duration of the project.
- **Application development:** the Department builds transmission files, creates test checks, and such. Wells Fargo implementation builds the Department's services on each of our product platforms.
- **Transmission testing:** Testing is completed with the Department's participation and approval on input and output file formats. the Department sign off is required to move transmission services into the production environment.
- **NYS Department of Civil Service staff training:** Wells Fargo conducts initial product training sessions to ensure the Department staff members fully understand how to use their new banking services. Training will be conducted by telephone or onsite at your location as deemed appropriate by the complexity of the service.
- **Go live:** We work with the Department to monitor your first transmissions, deposit postings, and such, to ensure service quality. This initial monitoring phase also ensures that problems are quickly identified and that corrective action begins when warranted.
- **Transition from implementation to client services for ongoing support:** We ensure that your client services officer understands your account structure and services. If necessary, we provide further training regarding the Department's processing requirements. Contact information is re-verified and distributed throughout Wells Fargo and the Department.

The plan described above is documented and turned into a customized, product-by-product, implementation schedule and timetable that is agreed

upon by our two organizations. Our customized approach to implementation and our team's broad implementation experience guarantees that the Department's transition to Wells Fargo will be a success.

- (c) undertake and complete all Project implementation activities no later than September 30, 2010, such that the Ongoing Operation Phase of the Project commences on October 1, 2010;

Wells Fargo will work closely with the Department to ensure that all implementation activities are complete on or before September 30, 2010 so that the Ongoing Phase of the Project will commence on October 1, 2010.

- (d) establish and maintain throughout the term of the Agreement, at least two (2) lockboxes with the United States Postal Service (USPS) in New York State, preferably in Albany, NY (one lockbox is for the collections of enrollee payments the second lockbox is for the collection of agency payments); and

We will establish and maintain at least two (2) lockboxes with USPS in New York throughout the term of the Agreement, with one lockbox being designated for the collections of enrollee payments and the second for collection of agency payments.

- (e) if selected, supply the Department with the addresses of the lockboxes no later than August 15, 2010.

If selected, Wells Fargo shall provide the Department with the addresses of the lockboxes no later than August 15, 2010.

§3.01.2 Ongoing Operations - Project Administration

Throughout the term of the Agreement, the Contractor must

- (a) be in compliance with applicable federal and New York State statute, rules and regulations for banking institutions;

Acknowledged and Accepted.

- (b) keep DCS informed of pending State/Federal legislation affecting banking services and in a timely manner;

Acknowledged and Accepted.

- (c) provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that DCS is under no obligation to act on such advice or recommendations;

Throughout the term of the Contract, Bernie Ramos and Elena Gallo will work closely with the Department to ensure you have the most current up-to-date technological services that are available. Bernie and Elena will meet

with the Department on a regular basis to review the products and services you are using while looking for ways to further enhance your banking structure.

- (d) **have quality control procedures in place to assure accuracy and timeliness in processing receipts;**

Wells Fargo has instituted a variety of measures to ensure that we process work according to your instructions. When we initially implement your lockbox service, we document your requirements and expectations, and create procedures for the lockbox operators to follow. The operator's monitor displays these documented procedures the entire time that the operator is processing your lockbox items. When you make changes to your processing instructions, we highlight the operator's screen with the new or modified procedures. This approach ensures consistent compliance with your processing instructions.

We also use innovative technology solutions to ensure consistent quality. For example, we support data capture efforts by using a variety of customer-provided automated validation and edit routines. This means that the system automatically identifies incorrect entries so the operator can correct them immediately. Additionally, the system processes complex remittances with software-assisted key entry. These applications dramatically improve the accuracy of captured information.

Together, these measures mean that we process your lockbox payments according to your instructions and expectations.

- (e) **be able and willing to modify existing procedures/reports and/or develop new procedures/reports in cooperation with DCS; and**

To make changes to an existing procedure/report or to develop new procedures/reports in cooperation with DCS, you simply need to submit your request to Elena Gallo, your treasury management sales consultant or client services officer. Upon approval of the request, we generally require two to six weeks to implement changes to an existing service arrangement, depending on the nature of the request. The implementation process will be similar to the one used for your initial service implementation.

- (f) **with regard to, the electronic transfer of data:**

- i. **be capable of receiving and transmitting data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;**

Wells Fargo supports a variety of secure Internet protocols. Specific to FTP, we support FTP/S and SFTP. The FTP/S protocol uses Secure Sockets Layer (SSL) encryption to

protect your files against unauthorized access. The SFTP protocol uses Secure Shell (SSH) encryption.

In conjunction with FTP/S and SFTP, we currently support PGP encryption for ACH, Account Reconciliation (ARP), and direct BAI files.

Our Secure Application File Exchange (SAFE) Transmission service will allow you to protect the confidentiality of the data you exchange during your treasury management activities. SAFE Transmission is a secure, efficient, and economical way to exchange data via the Internet. When you use any Wells Fargo treasury management product requiring data transmission, including both ACH and Account Reconciliation, the security features in SAFE Transmission will protect your files and data from unauthorized access.

Wells Fargo offers a variety of methods for securely transmitting and receiving financial data files. We have provided details about each of our supported methods in the tables below. During the implementation process, we'll work with you to determine which method best meets the Department's needs.

Internet Protocols

Protocol	Security and Encryption
HTTPS browser	Security: ID, password, and RSA SecurID fob; access through the <i>Commercial Electronic Office (CEO)</i> portal Encryption: 128-bit Secure Sockets Layer (SSL) session-level encryption; PGP encryption available for all applications
HTTPS with automation*	Security: ID in conjunction with digital certificate issued by Wells Fargo Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP, and BAI applications
FTP/S*	Security: ID in conjunction with digital certificate issued by Wells Fargo Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP, and BAI applications
SFTP*	Security: ID and password Encryption: 128-bit Cypher Strength Secure Shell (SSH) session-level encryption; PGP encryption available for ACH, ARP, and BAI applications

AS2 HTTPS	Security: ID in conjunction with digital certificate issued by Wells Fargo
	Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP, and BAI applications

**Bank-provided client software is available.*

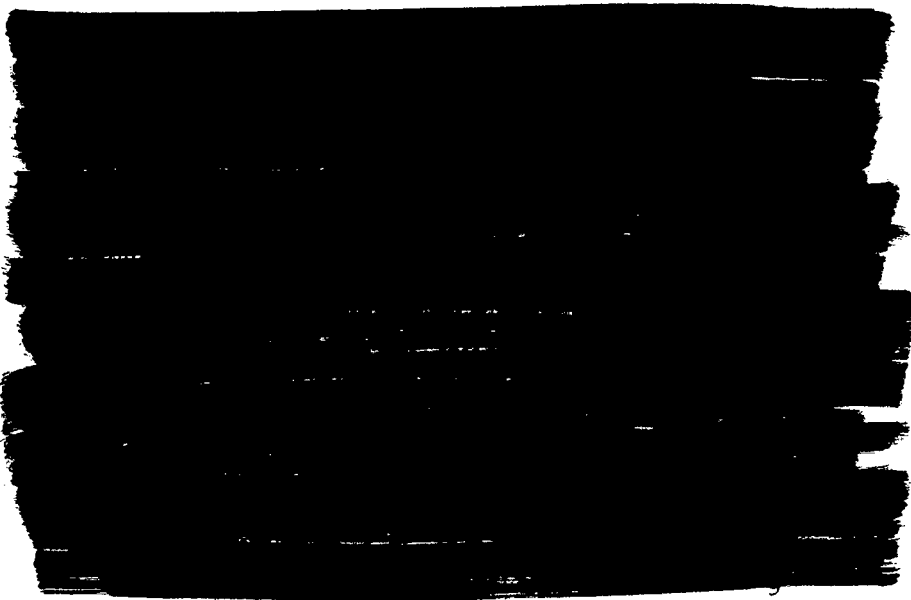
- ii. be able to transmit data in the formats required by the file layouts presented in IFB, Appendices P through S);

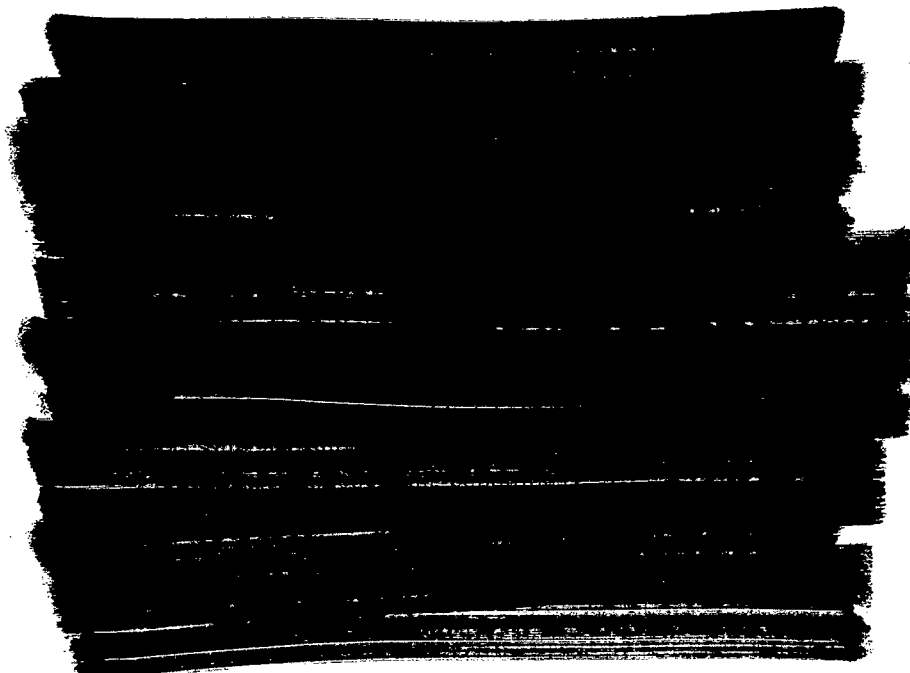
Wells Fargo can transmit your files in a variety of formats including the file layouts presented in IFB, Appendices P through S. In the event that you require support for a non-standard format, we do offer customization for an additional fee.

- iii. maintain a HIPAA compliant level of security to protect the confidentiality of information on the Contractor's computer system and in the Contractor's physical work environment; and

Wells Fargo has a history of successfully addressing and capitalizing on regulatory and payment system changes. We hold key positions within industry groups and on industry task forces (e.g. ABA's Health Insurance Portability and Accountability Act [HIPAA] Task Force), allowing us to fully understand and influence industry actions and reactions. The Department can rest assured that we are in full compliance of all HIPAA standards.

- iv. have a disaster recovery plan in place to reasonably ensure the continued delivery of Project Services in the case of an unforeseen event, including but not limited to a disaster or emergency.





§3.01.3 Ongoing Operations - Lockbox Services

Throughout the Ongoing Operational Phase of the Project, the Contractor:

- (a) will be solely responsible for the timely and accurate processing of items received through the lockboxes;

Wells Fargo has instituted a variety of measures to ensure that we process work according to your instructions. When we initially implement your lockbox service, we document your requirements and expectations, and create procedures for the lockbox operators to follow. The operator's monitor displays these documented procedures the entire time that the operator is processing your lockbox items. When you make changes to your processing instructions, we highlight the operator's screen with the new or modified procedures. This approach ensures consistent compliance with your processing instructions.

We also use innovative technology solutions to ensure consistent quality. For example, we support data capture efforts by using a variety of customer-provided automated validation and edit routines. This means that the system automatically identifies incorrect entries so the operator can correct them immediately. Additionally, the system processes complex remittances with software-assisted key entry. These applications dramatically improve the accuracy of captured information.

Together, these measures mean that we process your lockbox payments according to your instructions and expectations.

- (b) must retrieve all of the items in the lockboxes by 12:00 pm (noon) on each Business Day;

Wells Fargo can comply with this requirement.

- (c) must process all lockbox items on the Business Day they are retrieved from the lockbox;

Wells Fargo can comply with this requirement.

- (d) must be capable of processing and depositing an anticipated monthly volume of 11,000 receipts per month on the same Business Day as they are retrieved from the lockbox. (Note: Appendix M provides an average of the daily receipts for the most recent fiscal year and a two month count of transactions for the two lockboxes that are currently utilized.); and

Wells Fargo can comply with this requirement.

- (e) must adhere to Lockbox Processing Procedures Guidelines as outlined in IFB, Appendix L.

Wells Fargo can comply with this requirement.

§3.01.4 Ongoing Operations Non-Lockbox Services

Throughout the Ongoing Operational Phase of the Project, the Contractor:

- (a) shall on each Business Day, between the hours of 10:00 a.m. and 1:00 p.m. ET, using a courier service provided by the Contractor or overnight delivery (at the discretion of DCS):
 - pick-up non-lockbox deposits from the Department; and
 - deliver to EBD the following items:
 - all items that are deemed Unprocessable; and
 - deposit slip for the prior Business Day's non-lockbox deposits;and

Wells Fargo can comply with this requirement.

- (b) shall accurately process and deposit all of the non-lockbox deposits picked up from the Department on the day they are picked up.

Wells Fargo can comply with this requirement.

- (c) if during the term of the Agreement, the Department decides to adopt and implement Remote Deposit practices, the Offeror must work with the Department to provide such functionality.

Wells Fargo will work closely with the Department should the decision be made to adopt and implement Report Deposit practices. The *Desktop Deposit*[®] service would enable the Department to deposit checks into your Wells Fargo accounts

directly from your office computer. You improve cash flow and receive information more quickly, while reducing the time, costs, risks, and waste resulting from physically transporting check deposits. All you need is a scanner, a PC, and an Internet connection.

§3.01.5 Ongoing Operations Check Processing

- Throughout the Ongoing Operational Phase of the Project, the Contractor:
- (a) shall post all deposits on the Business Day retrieved/received and make funds available within one (1) Business Day of deposit;

Customer cut-off times vary greatly depending on an individual customer's volume, processing complexity, and transmission or deposit notification deadlines. We process and deposit mail received after your established cut-off time on the next business day. Any weekend or holiday processing that may occur is included in the following business day's work. We publish holiday processing schedules annually prior to each calendar year.

The following table lists ledger cut-off times (in local time) for our network lockbox locations. The latest mail pickup time varies based on your established cut-off time.

Automated lockbox facilities

Lockbox location	Ledger cut-off time (local time)
Atlanta	5:00 p.m.
Boston	5:00 p.m.
Chicago	4:00 p.m.
Dallas	10:00 p.m.
Denver	8:00 p.m.
Des Moines	10:00 p.m.
Los Angeles	8:00 p.m.
Minneapolis/St. Paul	10:00 p.m.
Philadelphia	5:00 p.m.
Phoenix	10:00 p.m.
Portland	8:00 p.m.
Salt Lake City	10:00 p.m.
San Francisco	10:00 p.m.
Seattle	8:00 p.m.

- (b) must cooperate with the Department and any other contractor if the Department, during the term of the Agreement, decides to accept premium payments online, e.g., credit cards. (Offerors are advised that during the term of the Agreement, the Department may wish to offer NYSHIP enrollees and agencies the option to pay premiums via various online services.);

Wells Fargo can comply with this requirement.

(c) **be able to accept and accurately process wire transfers from PAs/PEs; and**

At Wells Fargo, we understand your need for flexible, secure wire initiation systems. Our emphasis on speed and efficiency in wire transactions ensures that we can deliver the wire transfer service products that best meet the Department's needs. We offer the following wire initiation systems:

Commercial Electronic Office® (CEO®) Wire Transfer Service

As part of the *CEO* portal, our Wire Transfer service allows you to make same-day and future-dated domestic wires, international U.S. dollar wires, foreign exchange wires, drawdown requests, and book transfers. In addition, our *CEO* wire transfer service offers the Department the following capabilities:

- Initiate and approve multiple wires from a single screen.
- Enter information into free-form wire screens for one-off wires.
- Create multiple use templates for recurring wires to save time, with the option to lock all template information fields except date and amount.
- Add, modify, and delete templates.
- File Upload Service uploads up to 200 freeform or templated wires at a time.
- Personalize each of your user's profiles to control access to accounts and wire services.
- Specify single or dual approvals before wires can be sent.

Available only to *CEO* portal customers, the *CEO* Wire Transfer report shows the status of wires initiated online with real-time updates.

In addition to these initiation services, the *CEO* portal offers Intraday reporting of incoming and outgoing wire transfer activity through *CEO* Treasury Information Reporting (TIR). The TIR Wire Transfer Detail report provides current-day detail on wires grouped by type: book transfers, Federal Reserve domestic wires, and international wires. You may also set your own parameters and run reports as needed.

An optional service, our *CEO* Event Messaging service provides email notifications for transactions requiring approval, rejected transactions, incoming/outgoing wires exceeding a certain dollar threshold, and other wire transfer events.

Payment Manager® Service

Available through our Electronic Commerce Services (ECS), an initiation system that uses wire transfer, ACH, and check/draft formats, our *Payment Manager* service supports direct transmission of files from your enterprise resource planning (ERP), treasury workstation, or accounts payable system to Wells Fargo. Upon receipt of your file, we transmit acknowledgments and

when payments are initiated, provide detailed transaction confirmations to the Department.

We accept standard file types ANSI 820, Wells Fargo XML, and Wells Fargo flat file. We support a variety of transmission methods including secure Internet protocols—HTTPS, FTP/S, SFTP, and AS2—or Connect:Direct with Secure+.

To increase controls for customers of both *CEO Wire Transfer* and *Payment Manager* service, you can import *Payment Manager* service wire transfer instructions directly into the *CEO Wire Transfer* service. This enables your users to use the *CEO Wire Transfer* service to review and approve/delete wires initiated by the *Payment Manager* service. Users can also access wire templates to save time when repairing and initiating recurring wire payments.

Telephone (Voice) Wire Transfer Service

When you choose telephone (voice) wire transfer service to initiate wire transfers, you can initiate wires by calling a toll-free number and speaking directly with a wire operator. A PIN-based security system ensures the safety of your information. Our Wire Transfer system automatically verifies ABA numbers and SWIFT addresses before wires are sent. We offer optional secondary callback approval procedures.

Automatic Standing Transfer Service

When you choose our Automatic Standing Transfer Service, we'll automatically initiate wire transfers or drawdown transfers for you on the dates you specify.

- (d) **be able to process checks that arrive at the lockbox without remittance advice documents but with an account number on the check.**

In an effort to streamline lockbox processing, we have established standard procedures for processing a variety of exception items. We *will not* process checks without a payee. We *will* process the following exception items:

- Checks not accompanied by an invoice or other detail
- Checks with no signature(s)
- Checks with no date
- Stale-dated checks
- Checks with restrictive endorsements, for example, "Paid-In-Full"
- Post-dated checks
- Two-party checks, only if endorsed

The Department can choose to have the following exception items processed or returned to you unprocessed:

- Written and courtesy (numeric value) amounts are different
- Foreign checks in U.S. dollars
- Foreign checks in foreign currency

§3.01.6 Ongoing Operations Reporting Functions

Throughout the Ongoing Operational Phase of the Project, the Contractor must:

- (a) make available various reports of payment transaction deposits as required by DCS for its use in the review, management, and analysis of the payment transactions;

Wells Fargo can comply with this requirement.

- (b) verify the accuracy of all reports produced, regardless of the medium;

Wells Fargo can comply with this requirement.

- (c) make reports available in an electronic format, mutually agreed upon between the Contractor and the Department and in a format that allows DCS to load the reports to its mainframe or PC based computer system and to print the reports, as needed;

Wells Fargo can comply with this requirement.

- (d) must make available separate data files for each of the two (2) lockboxes; and

Wells Fargo can comply with this requirement.

- (e) must make available the following reports/files as specified below:

Wells Fargo can comply with this requirement.

(1) Daily Reports/Files:

- i. Payment Detail Transaction File - The Contractor must provide, in a format acceptable to the Department, a Payment Detail Transaction File for lockbox and non-lockbox payments combined for each of the payment types (enrollee and agency). The Payment Detail Transaction File must be electronically transmitted to DCS, or be available to retrieve from the Contractor using a secure internet connection by 8:00 p.m. ET on the day of the deposit. Refer to Appendix P - Enrollee Cash Lock Box Definition and Appendix Q Agency Cash Lock Box Definition.

Wells Fargo can comply with this requirement.

- ii. Payment Detail Transaction Report - The Contractor must provide, in a format acceptable to the Department, a Payment

Detail Transaction Report for lockbox and non-lockbox payments combined for each payment type (enrollee and agency). The Payment Detail Transaction Report must be made available within one (1) Business Day of deposit. The reports can be made available through a secure internet connection or transmitted electronically in a secure format to DCS. Preference is for the reports to be Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Section 7 Appendix R for report specifications.

Wells Fargo can comply with this requirement.

- iii. Daily Balance Report - The Office of State Comptroller (OSC), Cash Management Unit requires on-line access using a secure internet connection to the account for previous day balance reporting and funds transfer capabilities. Balance reporting must include ledger balance, available balance, and previous day detailed activity; the reporting must be available in BAI2 format. The report must be available by 10 a.m. ET the Business Day following the day of deposit.

Our *CEO* Treasury Information Reporting service allows you to download the reports in BAI2 format. The Department can then upload this information to your workstation.

If you need automated transmissions of your account information, you can use our Direct BAI file transfer service, which supports the BAI Version 2 format, the industry standard for treasury workstation software. With this service, we provide one daily transmission of previous day information. Intraday file transmissions can be sent to you as frequently as you require, on the schedule of your choosing.

- iv. Imaged Payment Remittance Forms, Checks and Correspondence File - The Contractor must image and store each individual payment remittance form, check and any correspondence, including envelopes (where an address change is indicated). The Contractor must make available to DCS the capability to search and download online using a secure internet connection for specific individual payment remittance forms/payments/correspondence, view and print the imaged payment remittance form/check/correspondence. Imaged documents must be available to retrieve online for the entire duration of the Agreement plus one (1) full year after the termination of the Agreement.

The images must be made available the day after they are imaged.

After a check has been presented and paid, it's important that your staff has the ability to locate and view check images. At Wells Fargo, we capture paid check images, and make them available to the Department the day after they are imaged through three delivery channels: online through the *Commercial Electronic Office*[®] (*CEO*[®]) portal, in a transmission through our Image File Import service, or on CD-ROM.

- **Online through the *CEO* portal.** Online image retrieval is available as part of our Stops-Images-Search service. Accessible through our *CEO* portal, this service allows you to view items online, print them, or download them to your computer. Once downloaded, check images can be faxed or e-mailed.
- **Image File Import.** Our Image File Import service provides you with a daily, weekly, semi-monthly, or monthly transmission of paid check images and the associated index information. Your image files will be available as early as 8:00 a.m. PT the day after posting. Using one of our supported protocols, you can download the files into your own internal archive system, or into our proprietary *WellsImage*[®] software. During implementation, you choose which format—XML or PDF—you want to use for your files.
- **WellsImage CD.** With our *WellsImage* CD service, you can access digital images of your paid checks on CD-ROM. *WellsImage* CDs, which can hold up to 30,000 check images (front and back), can be delivered on a weekly, monthly, or fiscal calendar basis. They are available 11 business days after the CD-ROM cycle cutoff. You can archive and view data and images using our state-of-the-art *WellsImage* software.

Your treasury management sales consultant can help you to select the delivery channel that is best for your needs. Whichever service you choose, it will be both easy and quick for your staff to locate a particular check and view it, print it, or e-mail it.

Wells Fargo images the fronts of each check, remittance document, and piece of correspondence, and envelopes. This ensures that you always have access to all the information that you receive through your lockbox.

Check imaging takes place before items are endorsed. For that reason, we don't typically image the backs of checks. We do provide this as an optional service.

Wells Fargo allows you to search for images of deposited checks using our online *Commercial Electronic Office*[®] (*CEO*[®]) portal Stops-Images-Search service. The *CEO* system lets you search for, and request, check images for deposited items and returned items for up to 180 days. Images are retained for seven years and can be requested through Treasury Management Client Services after the 180-day period.

One of the important advantages of making check images available through our online *CEO* system is that there are no special hardware and software requirements. All you need is a computer with Internet access and a browser that supports 128-bit encryption. This frees you from having to install and maintain a separate software application.

We also offer transmission of electronically deposited item images through our Image File Import service.

(2) Monthly Reports/Files:

- i. Transaction Summary Report - The Contractor must provide, in a format acceptable to the Department, a Transaction Summary Report of daily deposits for each lockbox within five (5) Business Days following the end of the month. The report can be made available using a secure internet connection or transmitted electronically in a secure format to DCS. Preference is for the report to be Microsoft Excel format. The report should include functionality to allow the sorting/searching on the unique fields of each transaction. Refer to Appendix S for report specifications.

Wells Fargo can comply with this requirement.

- ii. Account Analysis Statement - The Office of State Comptroller (OSC), Cash Management Unit requires on-line access to a monthly account analysis statement using a secure internet connection itemizing all charges with volume and detailed unit costs; the statement must be provided in an 822 electronic account analysis format. The statement must be available by 15th day of the month following the month for which the statement is created.

Wells Fargo can comply with this requirement.

(3) Quarterly Reports/Files:

Quarterly Performance Guarantee Report - The Contractor must provide, in a format acceptable to the Department, quarterly Performance Guarantee reports that detail the Contractor's compliance with each of the Performance Guarantees stated in §3.02 of this RFP. Statistical documentation of compliance should be included in these reports. The reports are due fifteen

(15) Business Days after the end of the quarter for which the reports are being generated.

Wells Fargo can comply with this requirement.

Quarterly Workforce Utilization Reports - The Contractor must provide, on a quarterly basis throughout the term of the Agreement, a workforce utilization report, utilizing the form set forth in IFB, **Error! Reference source not found.**, a breakdown of the workforce actually utilized on the Agreement, broken down by specified ethnic background, gender, and Federal Occupational Categories. The report is due fifteen (15) Business Days after the end of the quarter for which the report is being generated.

Wells Fargo can comply with this requirement.

§3.02 PERFORMANCE GUARANTEES

During the term of the Agreement, the Contractor will be responsible for the performance of those services/tasks as described in IFB, Section 1 above. In the performance of these services/tasks, the Contractor must meet each of the performance guarantees herein this section §3.02 as set forth below (*Note: Offerors are advised that during the term of the Agreement, if the Department determines that circumstances outside the Contractor's control may have affected the Contractor's ability to meet any of the above requirements, the Department may waive any or all penalties which have accrued. Following such review, the Department, at its sole discretion, may waive any or all penalties which have accrued.*):

§3.02.1 Implementation Guarantee

The Contractor must guarantee that all implementation activities will be completed no later than September 30, 2010, and agree that the Contractor shall pay to the DCS a penalty of \$1,250 per day, as well as, the sum of the penalty amounts established for Performance Guarantees §3.02.2 through §3.02.7, below, for each day after September 30, 2010, that all implementation activities are not completed.

Wells Fargo can comply with this requirement.

§3.02.2 Lockbox Retrieval Guarantee

The Contractor must guarantee that by 12:00 pm (noon) of each Business Day all of the items (Receipts) in the DCS's lockboxes will be retrieved from the lockboxes and agree that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Contractor must further agree that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees §3.02.3, §3.02.5, and §3.02.6, below.

Wells Fargo can comply with this requirement.

§3.02.3 Lockbox Processing Guarantee

The Contractor must guarantee that all items retrieved from the lockboxes will be processed on the Business Day that they are retrieved and agree that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Contractor must further agree that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees §3.02.5 and §3.02.6, below.

Wells Fargo can comply with this requirement.

§3.02.4 Courier Pickup Guarantee

The Contractor must guarantee that each Business Day deposits from EBD will be picked up between the hours of 10:00 a.m. and 2:00 p.m. ET and agree that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Contractor must further agree that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees §3.02.5 and §3.02.6, below.

Wells Fargo can comply with this requirement.

§3.02.5 Deposit Guarantee

The Contractor must guarantee that all deposits retrieved by 12:00 pm (noon) from the lockboxes and all deposits received from EBD via courier will be posted on the Business Day retrieved or received, as applicable and agree that the Contractor shall pay to the DCS a penalty of \$125 each day the Contractor fails to fully meet this guarantee. The Contractor must further agree that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantee §3.02.6, below.

Wells Fargo can comply with this requirement.

§3.02.6 Deposited Funds Availability Guarantee

The Contractor must guarantee that all funds deposited are available within one (1) Business Day of deposit for transfer into the State treasury and agree that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to fully meet this guarantee.

Wells Fargo can comply with this requirement.

§3.02.7 Electronic Files Availability Guarantee

The Contractor must guarantee the availability of daily Business Day electronic files for retrieval by 6:30 pm ET for each lockbox and non-lockbox deposit giving daily item counts and monetary totals in an EDP format that enables DCS to load information to its mainframe or PC based computer system and agree that the

Contractor shall pay to the DCS a penalty of \$125 for each time the Contractor fails to fully meet this guarantee.

Wells Fargo can comply with this requirement.

§3.03 OPTIONAL SERVICES

In addition to and separate from what the Offeror is proposing to provide in fulfillment of its obligations to deliver Program Services, the Offeror may propose Optional Services above and beyond what is required of the IFB (e.g., Credit Card processing, Remote Deposit, etc.). The Department will not consider such services in its evaluation of Proposals received in response to the IFB but may, during the term of the Agreement, chose to implement one or more of such optional service(s) at the rates/fees quoted by the Offeror in its Exhibit R, Schedule 3 submission.

Please see Tab – Optional Services for information RDC Service Description.

EXHIBIT A Formal Offer Letter

Exhibit A - Page 1 of 2



Date: June 7, 2010

Banking Services Procurement Manager
NYS Department of Civil Service
Alfred E. Smith State Office Building
Room 803
Albany, New York 12239

**RE: IFB No. 2010Banking, entitled
"Banking Services"
Firm Offer to the State of New York**

Wells Fargo Bank, N.A. (Wells Fargo) hereby submits this firm and binding offer to the State of New York in response to New York State Department of Civil Service (Department) Invitation for Bids' IFB No. 2010Banking, entitled "Banking Services" (IFB). Wells Fargo warrants that it has carefully reviewed the Department's needs as described in the IFB and otherwise communicated in writing by the Department to the Wells Fargo, that it has familiarized itself with the Department's specifications, that it can provide the required Project Services as represented in its Proposal, and that its Proposal meets or exceeds all terms, conditions, and requirements set forth in the above-referenced IFB and in the manner set forth in the IFB. Wells Fargo further warrants and affirms that the terms of the IFB, and any resultant contract, do not currently and will not, during the term of the resultant contract (the Agreement), violate any contracts or agreements to which Wells Fargo is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the Agreement.

Wells Fargo accepts the terms and conditions as set forth in IFB, Section 6 Appendices A, B and C, and agrees to satisfy the comprehensive duties and responsibilities outlined in the IFB in the manner set forth in the IFB.

Wells Fargo agrees to execute a contractual agreement composed substantially of the terms and conditions set forth Section 6 of the IFB, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B and C of the IFB.

Wells Fargo further agrees, if selected as a result of the IFB, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in §2.02.10 of the IFB.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date and Time as set forth in the IFB. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless Wells Fargo delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

Wells Fargo's complete offer is set forth as follows:

Proposal: Total of four (4) hard copy volumes [one (1) original and three (3) copies] and one (1) electronic copy on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, Wells Fargo and possesses the legal authority and capacity to act on behalf of Wells Fargo to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: 6/1/2010

[Redacted Signature]

(signature)

BERNARDO RAMOS

(name)

SENIOR VICE PRESIDENT

(title)

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) SS.:
On the 2 day of June in the year 2010 before me personally appeared:
Bernardo Ramos, known to me to be the person who
executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at
New York, Town of Albany, County of Albany, State of
New York; and further that:

[Check One, if Applicable]

(**If a corporation:**) he is the SVP of Wells Fargo Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(**If a partnership:**) he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Not [Redacted]

LIZETTE D PERALTA
Notary Public, State of New York
No 01PE5032680
Qualified in ~~Tompkins~~ Westchester County
Commission Expires August 29, 10 2/18/2011

EXHIBIT B Offeror Qualification Certification

(Link **Error! Reference source not found.**)

Exhibit B - Page 1 of 6

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		Wells Fargo Bank, N.A.
Entity's Legal Form:		X Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
No.	IFB Ref.	IFB Requirement:
1.	Error! Reference source not found. (a)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> is <input type="checkbox"/> is not authorized to conduct business in New York State.</p> <p>If not authorized to conduct business in New York State, at time of bid, the Offeror represents and warrants that it:</p> <p><input type="checkbox"/> has <input type="checkbox"/> has not filed an application for authority to do business in New York State with the New York State Secretary of State.</p>
No.	IFB Ref.	IFB Requirement:
2.	Error! Reference source not found. (b)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> has <input type="checkbox"/> has not completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services and that it will, during the term of the Agreement, comply with any requirements imposed upon it by law; and</p> <p><input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that it will, during the term of the Agreement, comply with any requirements imposed upon it by law.</p>

Name of Business Entity Submitting Bid:		
No.	IFB Ref.	IFB Requirement:
3.	Error! Reference source not found. (c)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> possesses</p> <p><input type="checkbox"/> does not possess</p> <p>adequate qualified staffing resources, financial resources and organization to perform the type, magnitude and quality of work specified herein this IFB.</p>
4.	Error! Reference source not found. (d)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not</p> <p>maintained an organization capable of performing that portion of Project Services to be rendered by the Offeror in continuous operation for at least the past three (3) years.</p> <p>If the Contractor is proposing the use of a Key Subcontractor(s), the Offeror must also represent and warrant the following:</p> <p>Offeror represents and warrants that, at time of bid submission, each of the proposed Key Subcontractors:</p> <p><input checked="" type="checkbox"/> have</p> <p><input type="checkbox"/> have not</p> <p>maintained an organization capable of performing that portion of Project Services to be rendered by the Key Subcontractor in continuous operation for at least the past three (3) years.</p>
5.	Error! Reference source not found. (e)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not</p> <p>provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Offeror, during the last three (3) years for the benefit of, at a minimum, (3) entities.</p> <p>If the Contractor is proposing the use of a Key Subcontractor(s), the Offeror must also represent and warrant the following:</p> <p>Offeror represents and warrants that, at time of bid submission, each of the proposed Key Subcontractors:</p> <p><input checked="" type="checkbox"/> have</p> <p><input type="checkbox"/> have not</p> <p>provided or is currently providing services similar in scope to that portion of Project Services to be rendered by the Key Subcontractor(s), during the last three (3) years for the benefit of, at a minimum, (3) entities.</p>

Name of Business Entity Submitting Bid:		
No.	IFB Ref.	IFB Requirement:
6.	Error! Reference source not found._(f)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror's principal place of business:</p> <p><input type="checkbox"/> is</p> <p><input checked="" type="checkbox"/> is not located in a state that penalizes New York State vendors; and the Offeror:</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree that, if selected, Project Services will not be substantially produced or performed in such as state .</p> <p>In the space below, provide the current address of the Offeror's principal place of business: 420 Montgomery Street San Francisco, CA</p>
7.	Error! Reference source not found._(g)	<p>The Offeror represents and warrants that, prior to contract award, the Offeror:</p> <p><input checked="" type="checkbox"/> has or will have</p> <p><input type="checkbox"/> does not or will not a principal office or branch office in Albany, New York; and, if selected, the Offeror</p> <p><input type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not to maintain a principal office or branch office in Albany, New York throughout the term of the Agreement.</p> <p>If the Offeror currently has a principal office or branch office in Albany, New York then, in the space below, provide its address: 80 State Street - 12th Floor Albany, New York 12207</p>
8.	Error! Reference source not found._(h)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> is</p> <p><input type="checkbox"/> is not a bank or trust company chartered under Article III of New York Banking Law, or a national bank; and the Offeror agrees that, if selected, the Offeror:</p> <p><input type="checkbox"/> shall</p> <p><input type="checkbox"/> will not possess and maintain throughout the term of the Agreement the authority to accept deposits held in the name of the State of New York and to pledge securities as collateral for New York State deposits at the State's Fiscal Agent in accordance with Section 105 of NYS Finance Law, satisfactory in form and amount to the State of New York for the repayment of such deposits.</p> <p>If the Offeror is a bank or trust company chartered under Article III of New York Banking Law, or a national bank attach documentation in support of such status.</p>

Name of Business Entity Submitting Bid:		
No.	IFB Ref.	IFB Requirement:
9.	Error! Reference source not found. (i)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not</p> <p>a LACE (Liquidity Asset Quality Capital Earnings) rating of at least a C; and the Offeror acknowledges and agrees that the Contractor must maintain a LACE rating of at least C throughout the term of the Agreement and that failure to do so may, at the Department's sole discretion, result in termination of the Agreement for cause.</p> <p>If the Offeror represents and warrants that, at time of bid submission it has at least a C rating, attach documentation in support of the rating.</p>
10.	Error! Reference source not found. (j)	<p>The Offeror represents and warrants that, if selected, the Offeror:</p> <p><input checked="" type="checkbox"/> shall</p> <p><input type="checkbox"/> will not:</p> <p>make all deposited funds available immediately upon deposit for transfer into the State treasury.</p>
11.	Error! Reference source not found. (k)	<p>The Offeror represents and warrants that, if selected, the Offeror:</p> <p><input checked="" type="checkbox"/> acknowledges and agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that at time of contract execution, the Offeror shall have on file with the Office of the State Comptroller (OSC) a "State of New York Undertaking for Bank Deposits and Assignment of Securities"; and:</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to maintain, throughout the term of the Agreement, a "State of New York Undertaking for Bank Deposits and Assignment of Securities" on file with OSC should the Offeror be selected.</p>
12.	Error! Reference source not found. (l)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> represents and warrants</p> <p><input type="checkbox"/> does not represent and/or warrant</p> <p>all information, materials and other data (i.e., materials) provided by the Department or the Department's agents and/or contractors to the Contractor will be provided solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Agreement; and said materials are the sole property of the State; and the Offeror:</p> <p><input checked="" type="checkbox"/> represents and warrants</p> <p><input type="checkbox"/> does not represent and/or warrant</p> <p>that it will not, in perpetuity, share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law.</p>

Name of Business Entity Submitting Bid:		
No.	IFB Ref.	IFB Requirement:
13.	Error! Reference source not found._(m)	<p>The Offeror:</p> <p><input checked="" type="checkbox"/> represents and warrants</p> <p><input type="checkbox"/> does not represent or warrant</p> <p>that all information provided by the Offeror in connection with its Proposal is true and accurate and that none of the IFB Exhibits completed by the Offeror and which are incorporated in its Proposal have been altered in any manner so as to change, in any way, the Department's requirements as originally set forth therein.</p>
14	Error! Reference source not found._(n)	<p>The Offeror represents and warrants that, at time of bid submission, the Offeror:</p> <p><input checked="" type="checkbox"/> is able</p> <p><input type="checkbox"/> is not able</p> <p>to perform all of the Project Services as described in Error! Reference source not found. "Project Services" of this IFB; and the Offeror represents and warrants that, if selected, the Offeror:</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to perform all of the Project Services as described in Error! Reference source not found. "Project Services" of this IFB.</p>
15	Error! Reference source not found._(o)	<p>The Offeror represents and warrants that the Offeror:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not</p> <p>provided, as attachments to this the Offeror's Exhibit B submission, copies of all of the bank agreements that are necessary to perform the Project Services outlined in the IFB; and the Offeror :</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to negotiate the terms of the(se) bank agreement(s) with the State.</p>

Name of Business Entity Submitting Bid:	
No.	IFB Ref. / IFB Requirement
16	<p>Error! Reference source not found. (p)</p> <p>The Offeror represents and warrants that, if selected, the Offeror:</p> <p><input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree</p> <p>to, prior to contract execution, satisfy all outstanding tax liabilities, including unemployment insurance taxes, if any, due to the State of New York from the Offeror, or from the Offeror's partners, officers, agents or Key Subcontractors.</p> <p>In those cases where the Offeror does not agree to satisfy all such outstanding tax liabilities, if any prior to contract execution, the Offeror represents and warrants that, if selected, the Offeror</p> <p><input type="checkbox"/> agrees <input type="checkbox"/> does not agree</p> <p>to, prior to contract execution, establish a payment schedule, subject to the approval of the State, for the timely satisfaction of such outstanding liabilities, if any.</p>

Date: 6/1/2010



Signature
BERNARDO RAMOS
SENIOR VICE PRESIDENT
WELLS FARGO BANK, N.A.

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) SS.:

On the 2 day of June in the year 2010, before me personally appeared:
Bernardo Ramos, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____, Town of Albany, County of Albany, State of New York; and further that _____

[Check One, If Applicable]
(**If a corporation**): he is the SVP of Wells Fargo Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(**If a partnership**): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary:

LIZETTE D. PERALIA
Notary Public, State of New York
No. 01PE5032680 Westchester
Qualified in Tompkins County 2/13/2011
Commission Expires August 29, 19____

EXHIBIT C Compliance with Public Officers Law Requirements

(Link Error! Reference source not found.)

Exhibit C - Page 1 of 1

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of the IFB and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract, and criminal proceedings as may be required by law. Offeror affirmatively states that at the time of bid submission, Offeror knows of no factors existing at time of bid submission or which are anticipated to arise thereafter, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the IFB, including but not limited to:

- (1) No potential for conflict of interest on the part of the Offeror due to prior, current, or proposed contracts, engagements, or affiliations; and
- (2) No potential conflicts in the sequence or timing of the proposed award under the IFB relative to the timeframe for service delivery, or personnel or financial resource commitments of Offeror to other projects.

Date: 6/1/2010



Signature
BERNARDO RAMOS
VICE PRESIDENT
WELLS FARGO BANK, N.A.

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) SS.:
On the 2 day of June in the year 2010 before me personally appeared: Bernardo Ramos
executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at
New York Town of Albany, County of Albany, State of
New York; and further that:

[Check One, If Applicable]
(**If a corporation**): he is the SVP of Wells Fargo Bank, the
corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is
authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that,
pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as
the act and deed of said corporation.
(**If a partnership**): he is the _____ of
_____ the partnership described in said instrument; that, by the terms of
said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes
set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on
behalf of said partnership as the act and deed of said partnership.

No _____

LIZETTE D. PERALTA
Notary Public, State of New York
No. 01PE5032680
Qualified in Tompkins County Westchester
Commission Expires August 29, 19 2/18/2011

EXHIBIT D Proposal Submission Requirements Checklist

(Link 4.02.4)

**Exhibit D – Page 1
of 23**

The following checklist is provided for use of Offerors to help ensure Offeror's compliance with the IFB requirements. Offerors should indicate by checkmark that the Offeror's Proposal meets each of the following submission requirements (Use IFB provided forms as stipulated. If no form is stipulated, submit appropriate documentation as stated in the requirement.)

TIMELY SUBMISSION:

Offerors are reminded that Offerors are solely responsible for timely delivery of their Proposal to DCS prior to the stated Proposal Due Date and Time deadline as set forth in IFB, 2.01.1.

1. PACKAGING AND FORMATTING REQUIREMENTS:

Each part of the Offeror's Proposal (Administrative, Technical and Financial) must comply with the formatting requirements stated in IFB, 2.01.7.

Check (√) If Included	IFB Section	Required Submission
√	2.01.7	Four (4) separately bound hard copies [one (1) ORIGINAL and three (3) copies] of the Offeror's Proposal.
√	2.01.7	One (1) electronic copy (CD) of the Offeror's Proposal.
√	2.01.7	The ORIGINAL hard copy is marked "ORIGINAL" and contains the original signature of an official(s) authorized to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature.
√	2.01.7	The remaining three (3) hard copies contain either an original signature or a copy of the official's signature on all forms submitted that require the Offeror's signature and they are numbered sequentially (e.g. Copy #1, Copy #2, Copy #3).
√	2.01.7	Proposals are placed and packaged in sealed boxes/envelopes with a label on the outside containing the required labeling information.
The Proposal complies with the formatting requirements set forth in the IFB in terms of:		
√	2.01.7	<u>Binding of Proposal:</u> The official name of the organization(s) and "Banking SERVICES" appears either on the outside front cover of Proposal, or if the Proposals are submitted in loose-leaf binders on the spine of the binders.
√	2.01.7	<u>Table of Contents:</u> Each Proposal contains a table of contents.
√	2.01.7	<u>Index Tabs:</u> Each major section of the Proposal and each exhibit/attachment/appendices is labeled with an index tab that completely identifies the title of the section, or exhibit, attachment or appendix as named in the table of contents.
√	2.01.7	<u>Pagination:</u> Each page of the Offeror's Proposal is dated and numbered consecutively from its beginning through all appended material.

(REVISED 5/26/2010)

2. ADMINISTRATIVE, TECHNICAL AND FINANCIAL PARTS OF THE PROPOSAL:

The Offeror's Proposal must respond to all of the mandatory sections as set forth in IFB, 4.02.1 through 4.04.3, in the order specified in 4.02 and using the specified forms and formats, as applicable, set forth in IFB, Exhibit A through Exhibit R. *Sub-sections for which narrative information is to be provided, if any, are not separately listed in the table below, just the Exhibits that are to be included at that section of the Offeror's Proposal. When indicating that a section is included the Offeror should ensure that all required submission associated with a given section and its subsections, if any, have been provided:*

Check (√) If Included	IFB Section	Required Submission and Associated Exhibits, if any
√	4.02.1	Formal Offer Letter- Exhibit A
√	4.02.2	Offeror Qualification Certification – Exhibit B
√	4.02.3	Compliance with Public Officers Law Requirements – Exhibit C
√	4.02.4	Proposal Submission Requirements Checklist – Exhibit D
√	4.02.5	Omnibus Procurement Act of 1992 – Exhibit E
√	4.02.6	Equal Employment Opportunity Obligations – Offeror Certification of Compliance – Exhibit F
√	4.02.6	Compliance with Americans with Disabilities Act – Exhibit G
√	4.02.7	MacBride and Non-Collusive Bidding Certification – Exhibit H
√	4.02.8	New York State Standard Vendor Responsibility Questionnaire – Exhibit I
√	4.02.9	Article 15-A of the Executive Law – Exhibit J
	4.02.10	Work Force Employment Utilization Report – Exhibit K
√	4.02.11	Offeror's Certification of Compliance Pursuant to State Finance Law 139-k(5)- Exhibit L
√	4.02.12	FOIL – Request for Redaction Chart – Exhibit M
√	4.03.1	Organizational Overview (No associated Exhibit)
√	4.03.2	Key Subcontractors – Exhibit N
√	4.03.3	Client References (Minimum of 3) Exhibit O
√	4.03.4	Project Services – Exhibit P
√	4.03.5	Performance Guarantees – Exhibit Q
√	4.03.6	Optional Services (No associated Exhibit)
√	4.04.2	Exhibit R, Schedule 1 – Direct Fees
√	4.04.2	Exhibit R, Schedule 2 – Compensating Balances
√	4.04.3	Exhibit R, Schedule 3 – Optional Service

(REVISED 5/26/2010)

EXHIBIT E Omnibus Procurement Act of 1992

(Link **Error! Reference source not found.**)

Exhibit E – Page 1 of 1

The Omnibus Procurement Act of 1992 requires that by signing and submitting a proposal (or signing a contract), an Offeror/contractor certify that whenever the total bid amount is greater than \$1 million:

- A.** The Offeror/contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- B.** The Offeror/contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- C.** The Offeror/contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Offeror/contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- D.** The Offeror/contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

Date: 6/1/2010



Signature
BERNARDO RAMOS
SENIOR VICE PRESIDENT
WELLS FARGO BANK, N.A.

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Westchester } SS:
On the 2 day of June in the year 20 10 before me personally appeared: Bernardo Ramos
executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at
New York Town of Albany, County of Albany, State of
New York; and further that:

[Check One, If Applicable]
 If a corporation): he is the SVP of Wells Fargo Bank, the
corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is
authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that,
pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as
the act and deed of said corporation.
 If a partnership): he is the _____ of
_____ the partnership described in said instrument; that, by the terms of
said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes
set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on
behalf of said partnership as the act and deed of said partnership.

Notary Public:

LIZETTE D. PERALIA
Notary Public, State of New York
No. 01PE5032680
Qualified in Westchester County
Commission Expires August 29, 10 2/18/2011

EXHIBIT F EEO Obligations - Offeror Certification of Compliance

(Link Error! Reference source not found.)

Exhibit F - Page 1 of 1

The Offeror must demonstrate its compliance with the Equal Employment Opportunity Act (EEO) by affirming to the Department that the Offeror's EEO Policy Statement contains, at a minimum, language consistent with the provisions of numbered paragraphs 1, 2, 3, and 4. Failure to comply with this provision will result in rejection of the Offeror's proposal.

1. The Offeror shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender, age, disability, or marital status; shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Agreement.
2. The Offeror shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, gender, age, disability, or marital status.
3. The Offeror shall not do business with any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, that discriminates on the basis of race, creed, color, national origin, gender, age, disability, or marital status.
4. At the request of the DCS, the Offeror agrees to require any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status and that such union of representative will affirmatively cooperate in the implementation of the Offeror's obligation under the Agreement.

The undersigned states that the affirmative statements contained in this certification are true, accurate and complete.

Date: 6/1/2010

[Redacted Signature]

Signature
BERNARDO RAMOS
SENIOR VICE PRESIDENT
WELLS FARGO BANK, N.A.

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF Westchester }

SS.:

On the 2 day of June in the year 2010 before me personally appeared: Bernardo Ramos, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____, Town of Albany, County of Albany, State of New York; and further that:

[Check One, If Applicable]

(If a corporation): he is the SVP of Wells Fargo Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Not

LIZETTE D. PERALIA
Notary Public, State of New York
No. 01PE5032680
Qualified in Westchester County
Commission Expires August 29, 1911 2/18/2011

EXHIBIT H MacBride and Non-Collusive Bidding Certification

(Link Error! Reference source not found.)

Exhibit H - Page 1 of 1

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes _____ or No _____

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes _____ or No _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date: 6/1/2010

Signature

BERNARDO RAMOS
SENIOR VICE PRESIDENT
WELLS FARGO BANK, N.A.

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Westchester

SS.:

On the 2 day of June in the year 2010, before me personally appeared: Bernardo Ramos, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at Albany, County of Albany, State of New York; and further that:

[Check One, If Applicable]

(If a corporation): he is the SVP of Wells Fargo Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act

[Redacted Notary Signature]

LIZETTE D. PERALTA
Notary Public, State of New York
No. 01PE5032680
Qualified in Tompkins County Westchester
Commission Expires August 29, 192011

**New York State
Standard Vendor Responsibility Questionnaire**

1. LEGAL BUSINESS NAME: Wells Fargo Bank, N.A.
2. FEDERAL EMPLOYER ID NO. (FEIN): 94-1347393
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): www.wellsfargo.com
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: 375 Park Avenue New York New York 10152
6. TELEPHONE NUMBER: 212.214.6562 7. FAX NUMBER: 336.726.7113
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: Bernardo Ramos
Title: Senior Vice President
Telephone Number: 518.932.4228 Fax Number: 336.726.7113
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)
 - a) Corporation State of Incorporation: _____
 - b) Sole Proprietor State/County filed in: _____
 - c) General Partnership State/County filed in: _____
 - d) Not-for-Profit Corporation Charities Registration Number: _____
 - e) Limited Liability Company (LLC) Jurisdiction filed: _____
 - f) Limited Partnership State/County filed in: _____
 - g) Other — Specify: _____ Jurisdiction Filed (if applicable): _____
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) None
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: Bernardo Ramos
Title: Senior Vice President
Telephone Number: 212.214.6562 Fax Number: 336.726.7113
E-mail: bernardo.ramos@wachovia.com

**New York State
Standard Vendor Responsibility Questionnaire**

VENDOR FEIN: 94-1347393

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? Yes No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**New York State
Standard Vendor Responsibility Questionnaire**

VENDOR FEIN: 94-1347393

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environment laws? Yes No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as a serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
 - health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - human rights laws Yes No
 - federal U.S. Citizenship and Immigration Services laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j? Yes No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PREVIOUS THREE YEARS, HAS THE VENDOR FAILED TO:
- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? Yes No
If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____
 - (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? Yes No
If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability: _____

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: 94-1347393

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED?

Yes No

VENDOR FEIN: 94-1347393

State of New York
County of Westchester ss:

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to the New York State Department of Civil Service (Agency) that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and the New York State Department of Civil Service (Agency) will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, 210.35 or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

Wells Fargo Bank, N.A.

Name of Business

375 Park Avenue, 6th Fl

Address

New York, NY 10152

City, State, Zip

Sworn to before me this 2
day of June 20 10

Notary Public

Registration No:

State:

Signature of Officer

Bernardo Ramos

Typed Copy of Signature

Senior Vice President

Title

LIZETTE D. PERALTA
Notary Public, State of New York
No. 01PE5032680 Westchester
Qualified in Tompkins County 2/18/2011
Commission Expires August 29, 19



Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, John C. Dugan, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering, regulation and supervision of all National Banking Associations.

2. "Wells Fargo Bank, National Association," Sioux Falls, South Dakota, (Charter No. 1), is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHERE OF, I have
hereunto subscribed my name and caused
my seal of office to be affixed to these
presents at the Treasury Department, in the
City of Washington and District of
Columbia, this March 25, 2010.



Comptroller of the Currency

EXHIBIT J Article 15-A of the Executive Law

(Link Error! Reference source not found. §4.02.9)

Exhibit J – Page 1 of 1

Subject to the requirements of Article 15-A of the Executive Law, and based on vendor availability, the Department of Civil Service has developed a combined goal of 0% M&WBE participation for this project. This percentage is not a set aside or quota, but rather only a target.

OFFERORS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are the Offeror a New York State resident business: YES NO

2. Total number of people employed by your business: 281,000

3. Total number of people employed by your business in New York State: 4,894

4. Is your company independently owned and operated: YES NO

5. Is your firm at least 51% owned and controlled by women: YES NO
and/or,
51% owned and controlled by minority group members:
(i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)? YES NO
If yes, have the Offeror been certified or registered? YES NO
List certification or registration authority: _____

6. Place(s) where type(s) of service(s) bid are provided:
(Please indicate Yes or No for A and B)
A. All within NYS YES NO
B. Both within and outside NYS YES NO
If yes to B above, location (State) where more than one-half the value of the bid services are provided: State of Ohio

7. Offeror's principal place of business:
(i.e., the location of the primary control, direction, and management of the enterprise.) State of New York

EXHIBIT L Offeror's Certification of Compliance Pursuant to SFL §139-k(5)

Exhibit L - Page 1 of 1

Instructions:


New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the DCS with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the DCS, the Offeror/Offeror must provide the following certification that the information it has and will provide to the DCS pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of Offeror: WELLS FARGO BANK, N.A.

By: 
(Signature)

Name: BERNARDO RAMOS

Title: SENIOR VICE PRESIDENT

Address: 375 PARK AVENUE, 6TH FL, MAC J0127-062
NEW YORK, NY 10152

Date: 6/1/2010

Wells Fargo Today

4th quarter 2009

Who we are

Wells Fargo & Company (NYSE: WFC) is a diversified financial services company providing banking, insurance, investments, mortgage and consumer finance through more than 10,000 Wells Fargo and Wachovia stores, 12,000 Wells Fargo and Wachovia ATMs, the internet and other distribution channels across North America and internationally.

We're headquartered in San Francisco, but we're decentralized so every local Wells Fargo store is a headquarters for satisfying all our customers' financial needs and helping them succeed financially. One in three households in America does business with Wells Fargo. Wells Fargo has \$1.2 trillion in assets and more than 281,000 team members across our 80+ businesses. We ranked fourth in assets and second in market value of our stock among our U.S. peers as of December 31, 2009.

Our vision: We want to satisfy all our customers' financial needs, help them succeed financially, be the premier provider of financial services in every one of our markets, and be known as one of America's great companies.

Reputation:

FORTUNE

World's 14th Most Admired Company (2009)
41st in Revenue Among All Companies in All Industries*
U.S.' 56th-Most Profitable Company*
U.S.' 12th Largest Private Employer

Forbes

One of America's Best Big Companies (2008)
Top 100 Best Companies in the World (2009)

Barron's

World's 25 Most Respected Companies (2009)

BusinessWeek

Best Places to Launch a Career (2009)
America's #2 Most Generous Corporate Foundations (2010)

Newsweek

America's #1 Green Bank and #13 Greenest Big Company (2009)

Human Rights Campaign

Perfect Score of 100 on Corporate Equality Index (2009)

CRO Magazine

100 Best Corporate Citizens (2009)

U.S. Environmental Protection Agency

Top 20 Green Power Partner Companies (2009)

DiversityInc.

Top 50 Companies for Diversity (2009)
Top 10 Companies for Latinos
Top 10 Companies for Lesbian, Gay, Bisexual, and Transgender Employees
Top 10 Companies for Recruitment and Retention

LATINA Style

Top 50 U.S. Companies for Latinas (2009)

Mortgage Bankers Association

#1 Commercial Real Estate Lender by number of annual transactions (2008)

Brookings Institution

#1 Corporate Web Site for Technology Innovation (2009)

InformationWeek

#4 Most Innovative Business Technology Organization (2009)

Office of the Comptroller of the Currency

"Outstanding" for Community Reinvestment Act performance (2009)

Global Finance

Top Consumer Internet Bank in the United States (2009)

FImetrix

Worldwide market share for primary correspondent bank relationships (2009)

ABI Research

Mobile Banking earned "A" grade (2009)

Bank Technology News

#1 Bank Technology Innovator of the Year (2009)

* Excludes Wachovia

North America's most extensive financial services network

#1 in U.S.

- Banking stores (6,629 Wells Fargo and Wachovia stores in 39 states & D.C.)
- Total Stores (10,340 Wells Fargo and Wachovia stores)
- Total mortgage producer; Retail mortgage producer
- Mortgage lender to low-to-moderate income home buyers (2008 HMDA data)
- Mortgage stores
- Small business lender (U.S. in total dollar volume per 2008 Community Reinvestment Act data)
- Lender to U.S. agriculture among commercial banks
- National SBA 7(a) lender in dollar volume (combined with Wachovia for 2009 fiscal year)
- Bank-owned insurance brokerage
- Commercial real estate lending and brokerage by number of transactions in the U.S.
- Annuity distributor
- Market Share for middle market* companies - more companies chose Wells Fargo as their lead bank than any other institution in the country

#2

- Deposits
- Issuer of Debit Cards
- Family wealth provider
- Worldwide market share for primary correspondent bank relationships
- Mutual fund family among U.S. banks
- Leveraged loan issuer by number of transactions (Thomson Reuters)
- Worldwide market share for primary correspondent bank relationships

#3

- Branded bank ATM owner (12,363 Wells Fargo and Wachovia ATMs)
- Full-service brokerage provider
- Wealth management provider
- Retail insurance brokerage in the U.S.
- High grade corporate loan issuer by number of transactions (Thomson Reuters)

#4

- Insurance brokerage in the world
- IRA provider
- High yield corporate bond issuer by number of transactions (Bloomberg)

#6

- U.S. equity capital markets bookrunner by volume (Thomson Reuters)

#7

- Institutional retirement plan recordkeeper

#12

- Merger and acquisition advisor by volume (Thomson Reuters)

#13

- Among underwriters of U.S. bonds and 10th in global equity offerings (Bloomberg)

**Annual revenues of \$25-500 million*

Key facts*

12/31/09

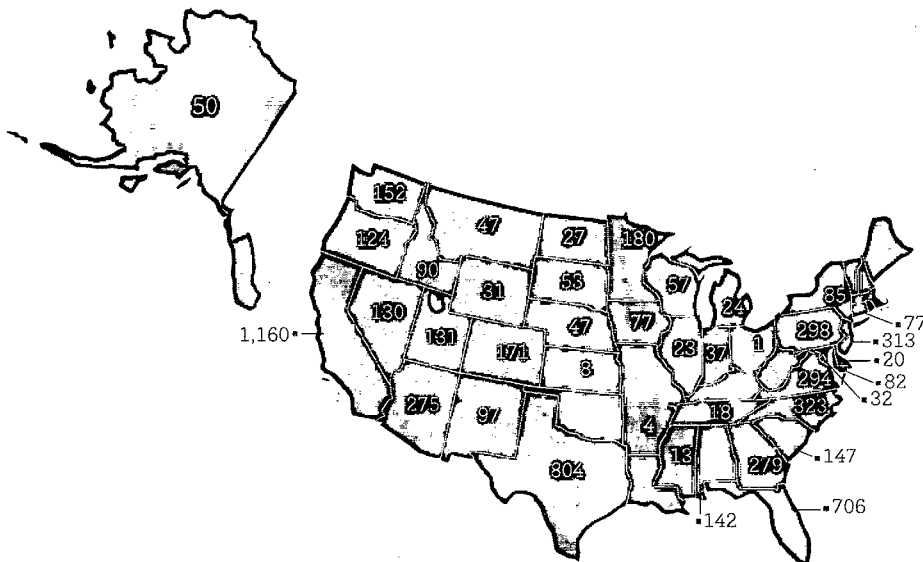
Assets*	\$1.2 trillion
Team members	281,000
Customers	70 million
Stores	10,340
ATMs	12,363
Market Value of Stock	\$140 billion

**Includes Wells Fargo and Wachovia*

Our businesses

Regional Banking

- 6,629 banking stores in 39 states & D.C. (Wells Fargo and Wachovia)
- More than 20 million retail households
- One of United States' most extensive banking franchises



Banking Stores*

Alabama (142)	Georgia (279)	Montana (47)	Pennsylvania (298)
Alaska (50)	Idaho (90)	Nebraska (47)	South Carolina (147)
Arizona (275)	Illinois (23)	Nevada (130)	South Dakota (53)
Arkansas (4)	Indiana (37)	New Jersey (313)	Tennessee (18)
California (1,160)	Iowa (77)	New Mexico (97)	Texas (804)
Colorado (171)	Kansas (8)	New York (85)	Utah (131)
Connecticut (77)	Maryland (82)	North Carolina (323)	Virginia (294)
Delaware (20)	Michigan (24)	North Dakota (27)	Washington (152)
District of Columbia (32)	Minnesota (180)	Ohio (1)	Wisconsin (57)
Florida (706)	Mississippi (13)	Oregon (124)	Wyoming (31)

*Includes Wachovia locations, still to be converted to Wells Fargo banking stores. Customers should continue to bank as usual.

Wells Fargo Online®

Wells Fargo is a leading provider of online financial services, offering individual consumers, small and middle market businesses and large corporations a full range of banking, money movement, investing, asset management and other financial and risk management products and services through the online channel. The free* and secure *Wells Fargo Mobile*™ Banking service also allows consumer and small business customers to connect to their Wells Fargo accounts through the mobile web (wf.com) and text messaging (93557), and wf.com is available free* from the App Store™ on iPhone™ and iPod® touch or at www.itunes.com/appstore/.

Online Banking

- 16.7 million combined active online customers
- 4.0 million combined active Bill Pay customers

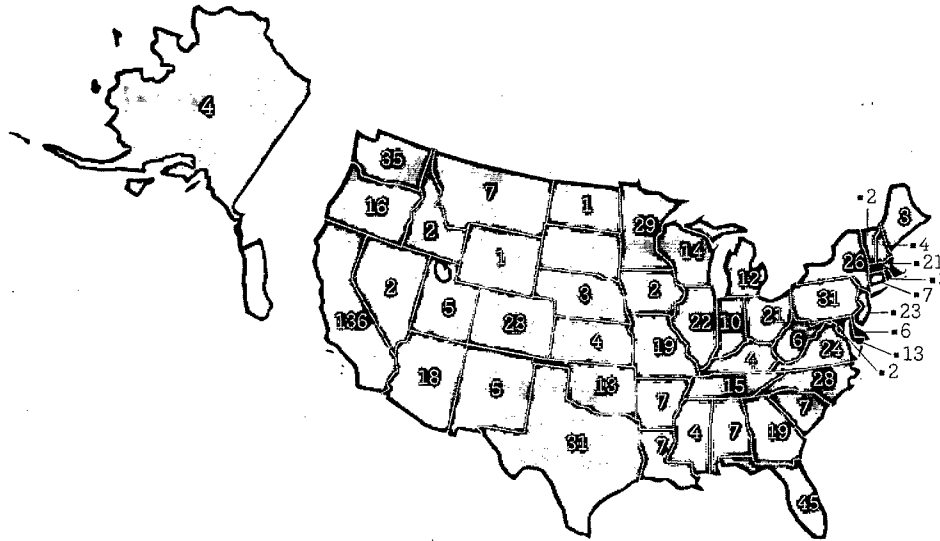
*Mobile carrier's text messaging and web access charges may apply

ATM banking

- 12,363 Wells Fargo and Wachovia ATMs.
- 3,839 *Envelope-Free*™ ATMs make deposits easier, accepting deposits in stacks of 30 checks or 50 bills. Cash is credited immediately; check amounts are automatically read and images are shown on the screen and receipt, and the business day is extended to 8pm.
- Wells Fargo's exclusive ATM machines automatically remembers customers' language preference, and provides six different on-screen language options (English, Spanish, Chinese, Hmong, Korean, Vietnamese). Wells Fargo is upgrading all Wachovia ATMs to offer these same features.
- Wells Fargo and Wachovia ATMs feature voice instructions for the visually impaired.

Wells Fargo Home Mortgage

- Nation's #1 mortgage originator (2009 year-end data, *Inside Mortgage Finance*) and #2 servicer of home mortgages (2009 year-end data, *Inside Mortgage Finance*).
- Serving all 50 states through more than 2,200 mortgage and Wells Fargo banking stores, and the internet
- Serving 9 million customers nationwide
- Originations: \$427.2 billion (Wells Fargo and Wachovia data combined, year-end 2009, as reported by Wells Fargo to *Inside Mortgage Finance*)
- Owned Mortgage Servicing: \$1.8 trillion (Wells Fargo and Wachovia data combined, year-end 2009, as reported by Wells Fargo to *Inside Mortgage Finance*)
- #1 retail reverse mortgages originator
- #1 originator of renovation financing



Wells Fargo Home Mortgage stores*

Alabama (7)	Iowa (2)	Nevada (2)	Tennessee (15)
Alaska (4)	Kansas (4)	New Hampshire (4)	Texas (31)
Arizona (18)	Kentucky (4)	New Jersey (23)	Utah (5)
Arkansas (7)	Louisiana (7)	New Mexico (5)	Vermont (2)
California (136)	Maine (3)	New York (26)	Virginia (24)
Colorado (28)	Maryland (13)	North Carolina (28)	Washington (35)
Connecticut (7)	Massachusetts (21)	North Dakota (1)	Washington D.C. (2)
Delaware (6)	Michigan (12)	Ohio (21)	West Virginia (6)
Florida (45)	Minnesota (29)	Oklahoma (13)	Wisconsin (14)
Georgia (19)	Mississippi (4)	Oregon (16)	Wyoming (1)
Idaho (2)	Missouri (19)	Pennsylvania (31)	
Illinois (22)	Montana (7)	Rhode Island (3)	
Indiana (10)	Nebraska (3)	South Carolina (7)	

*Excludes Mortgage locations inside banking stores.

Wells Fargo Debit and Consumer Credit Card

- United States' #2 issuer of debit cards
- 35.4 million debit card accounts
- Including Wachovia: 10.4 million credit card accounts
- \$16.5 billion in total credit card outstandings

Personal Credit Management

Unsecured personal lines of credit and unsecured personal loans, transportation loans (boat loans and other vehicle loans) and loans secured by bank deposits. Primary sales channels: Wells Fargo Regional Bank, Internet/wellsfargo.com and Wells Fargo Phone Bank.

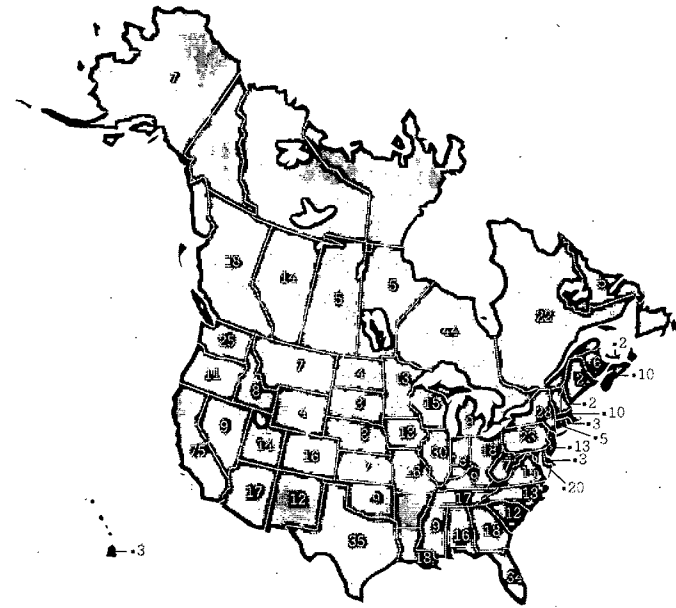
- Accounts: 2.1 million
- Portfolio Balances: \$7.5 billion
- New accounts in Q409: 18,828

Wells Fargo Financial

\$57 billion in assets, providing real estate-secured lending, automobile financing, consumer and private-label credit cards and commercial services to consumers and businesses. 15,800 team members, 815 stores in 48 states across the U.S., 10 provinces of Canada, Puerto Rico and the Pacific Rim. Headquartered in Des Moines, Iowa, serving more than 5.3 million customer households.

- Wells Fargo Financial - 681 stores offering real estate-secured and auto lending in 48 states, Guam and Saipan.
- Wells Fargo Auto Finance - auto lending to consumers via Wells Fargo Bank and Wells Fargo Financial consumer store locations, direct mail campaigns and Web applications.
- Wells Fargo Financial Corporation Canada - 131 stores providing lending to consumers in all 10 provinces of Canada.
- Wells Fargo Financial Cards - Visa and MasterCard credit cards for consumers.
- Wells Fargo Financial Leasing - customized financing programs for equipment manufacturers and dealers as well as loans and leases for agricultural, commercial, industrial and medical businesses.

- Wells Fargo Preferred Capital - provides senior-secured credit facilities, lines of credit and other capital products to consumer, automotive and retail finance companies.
- Wells Fargo Financial Retail Services - private-label and dual-line credit cards for retail stores and manufacturers with large dealer networks in the United States and Canada.
- Matsco - financing for practice acquisition, start-up and expansion for physicians, dentists, veterinarians, optometrists and ophthalmologists.
- Wells Fargo Financial Insurance Services - a wide range of insurance products, services and memberships offered and administered via three wholly owned insurance companies - Centurion Life Insurance, Centurion Casualty and CGT Insurance.
- Reliable Financial Services - automobile lending through relationships with 232 dealers and three stores in Puerto Rico.



Wells Fargo Financial stores - U.S.

Alabama (16)	Iowa (13)	Nevada (9)	South Dakota (3)
Alaska (7)	Kansas (7)	New Hampshire (2)	Tennessee (17)
Arizona (17)	Kentucky (9)	New Jersey (13)	Texas (35)
California (75)	Louisiana (18)	New Mexico (12)	Utah (14)
Colorado (16)	Maine (2)	New York (28)	Virginia (14)
Connecticut (5)	Maryland (20)	North Carolina (13)	Washington (25)
Delaware (3)	Massachusetts (10)	North Dakota (4)	West Virginia (7)
Florida (34)	Michigan (9)	Ohio (18)	Wisconsin (15)
Georgia (18)	Minnesota (13)	Oklahoma (9)	Wyoming (4)
Hawaii (3)	Mississippi (9)	Oregon (11)	Guam (3)
Idaho (8)	Missouri (16)	Pennsylvania (23)	Saipan (1)
Illinois (30)	Montana (7)	Rhode Island (3)	
Indiana (13)	Nebraska (8)	South Carolina (12)	

Wells Fargo Financial stores - Canada

Alberta (14)	New Brunswick (6)	Ontario (44)	Quebec (22)
British Columbia (18)	Newfoundland (5)	Prince Edward Island (2)	Saskatchewan (5)
Manitoba (5)	Nova Scotia (10)		

Wealth, Brokerage and Retirement

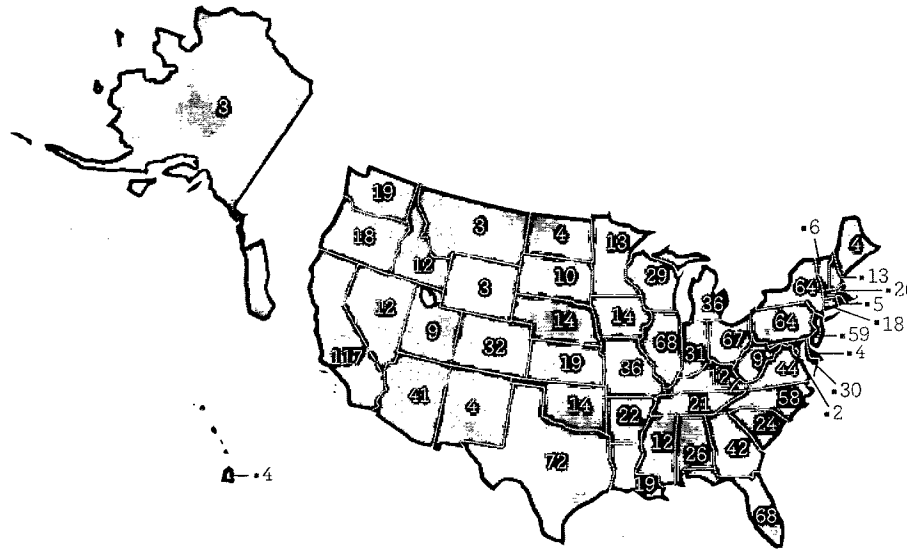
One of the largest wealth management, brokerage and retirement providers in the U.S. The group focuses on providing solutions that meet clients' unique needs. It provides comprehensive planning and advice, investment management, brokerage, private banking, estate planning strategies, trust, insurance and retirement services.

Retail Brokerage

Wells Fargo Advisors operates the nation's third-largest brokerage business with 14,961 full-service financial advisors in nearly 5,400 locations nationwide and in Latin America and 6,096 licensed bankers in retail Wells Fargo and Wachovia stores. Brokerage administers \$1.1 trillion in client assets, including \$197 billion in managed account assets, and has \$75 billion in deposits. Wells Fargo Advisors combines the capabilities of a large, national brokerage company with the culture of a smaller, regional firm through its commitment to Financial Advisors and client relationships. The company provides an array of services, including planning and advice, asset management, estate planning, retirement planning and portfolio monitoring.

Wealth Management

Wealth Management and Family Wealth manage \$118 billion in client assets and \$48 billion in deposits. Wealth Management also manages 114,000 trust accounts. Wealth Management provides high-net-worth and affluent clients with a complete range of wealth management solutions that include private banking, investment management, trust and estate services and charitable services along with bank-based brokerage



Brokerage locations*

Alabama (26)	Indiana (31)	Nebraska (14)	South Carolina (24)
Alaska (3)	Iowa (14)	Nevada (12)	South Dakota (10)
Arizona (41)	Kansas (19)	New Hampshire (13)	Tennessee (21)
Arkansas (22)	Kentucky (12)	New Jersey (59)	Texas (72)
California (117)	Louisiana (19)	New Mexico (4)	Utah (9)
Colorado (32)	Maine (4)	New York (64)	Vermont (6)
Connecticut (18)	Maryland (30)	North Carolina (58)	Virginia (14)
Delaware (4)	Massachusetts (26)	North Dakota (4)	Washington (19)
Florida (68)	Michigan (36)	Ohio (67)	Washington D.C. (2)
Georgia (42)	Minnesota (13)	Oklahoma (14)	West Virginia (9)
Hawaii (4)	Mississippi (12)	Oregon (18)	Wisconsin (29)
Idaho (12)	Missouri (36)	Pennsylvania (64)	Wyoming (3)
Illinois (68)	Montana (3)	Rhode Island (5)	

*Includes Wells Fargo Advisors Private Client Group and Financial Network locations. Does not include brokerage locations in banking stores and international offices.

through Wells Fargo Advisors and Wells Fargo Investments, LLC. Family Wealth provides services to ultra-high net worth clients with at least \$50 million in relationship assets and is the nation's second-largest multi-family financial office practices according to the Family Wealth Alliance, LLC.

Retirement

Wells Fargo Retirement is a leader in serving the needs of retail customers and companies in retirement planning. Wells Fargo is the nation's fourth-largest IRA provider according to Cerulli with \$240 billion in client assets and is the nation's leading annuity distributor according to LIMRA. Ranked as the nation's seventh-largest recordkeeper by PLANSPONSOR Magazine, Wells Fargo administers 401(k), pension and other retirement plans for 3.5 million employees and pensioners, totaling \$223 billion in institutional retirement plan assets, and is a leading provider of retirement educational services to sponsors and participants. Wells Fargo also administers \$303 billion in custody assets, provides investment solutions and executive benefits consulting to institutional clients and delivers reinsurance services to global insurance companies.

Wells Fargo Advisors Private Client Group and Financial Network provides financial products and services through various banking and brokerage affiliates of Wells Fargo & Company including Wells Fargo Advisors and Wells Fargo Investments, LLC (member SIPC). Wells Fargo Advisors is the trade name used by two separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company: Wells Fargo Advisors, LLC, and Wells Fargo Advisors Financial Network, LLC (members SIPC). Statistics include First Clearing, LLC, and H.D. Vest Investment ServicesSM, affiliated broker-dealers of Wells Fargo & Company. Insurance products are offered through affiliated non-bank insurance agencies. 0110-4217

Investment and Insurance Products: • Not FDIC Insured • NC Bank Guarantee • MAY Lose Value

Home Equity

- \$124 billion portfolio*
- Serving 2.3 million customer households (as of November 2009)

**Consists primarily of real estate 1-4 family junior lien mortgage and lines of credit secured by real estate for all groups, excluding SOP 03-3 loans*

Auto Dealer Services

- A leading nationwide provider of integrated solutions for the dealer community.
- Nation's #3 auto finance lender* and the nation's #1 used car lender*.
- \$29.2 billion in managed auto and other consumer loans.
- Relationships with over 10,000 dealers.
- Servicing over 2.1 million customers.
- Commercial, real estate and floorplan lending**.
- Banking products and services targeted for dealer community**.
- After-market products and services through Warranty Solutions.

**Source: AutoCount (excluding leases).*

***Offered through Wells Fargo Bank, N.A. and Wachovia Bank, N.A.*

Education Financial Services (Combined EFS and WEF)

Wells Fargo Education Financial Services is one of the nation's leading student loan providers for both federal and alternative student loans; portfolio of \$35.2 billion.

- Offering education financing for nearly more than 40 years.
- Serving 2.6 million student and family customers.
- Originating more than \$11.1 billion a year in federal and private student loans.

Wells Fargo Insurance

Wells Fargo Insurance Services (Commercial Insurance Brokerage)

- Largest bank-owned insurance brokerage in the U.S.
- 3rd largest retail insurance brokerage in the U.S.
- 4th largest insurance brokerage in the world.

Wells Fargo Insurance Inc. (Personal and Small Business Insurance)

- Life, health, property and casualty insurance to individuals and small business owners through a centralized, direct model.
- Serves 2.4 million customers of Wells Fargo affiliates nationwide.

Rural Community Insurance Services (Crop Insurance)

- U.S.' largest crop insurance provider, operating in all 50 states.

Norwest Equity Partners®

Minneapolis-based *Norwest Equity Partners* (www.nep.com) is one of nation's oldest and largest private equity investment firms.

- Equity investments in profitable and growing middle market companies primarily through management buyouts, recapitalizations and growth financings across a variety of industry sectors to include: consumer products and services, distribution, financial services, healthcare, manufacturing, applied technology and business services.
- \$4.6 billion in capital and commitments under management including \$1.2 billion in Norwest Mezzanine Partners, the firm's affiliated mezzanine fund.

Norwest Venture Partners®

Norwest Venture Partners (NVP) (www.nvp.com), is a global, multi-stage investment firm that manages more than \$3.7 billion in capital.

- It has offices in Palo Alto, Calif., Mumbai and Bangalore, India, and Herzelia, Israel.
- NVP makes early to late stage venture and growth equity investments in U.S. and global companies across a wide range of sectors including: information technology, business services, financial services and consumer.
- NVP has actively partnered with entrepreneurs to build great businesses for more than 49 years and has funded over 450 companies since inception.

Peregrine Capital

- Money management for institutional clients in the national market.
- Manages \$3.6 billion for corporations, endowments/foundations, public funds, mutual funds and Taft-Hartley plans.
- Three equity styles, each managed by a dedicated and experienced team.

Lowry Hill®

23-year-old firm providing investment management and comprehensive financial planning services for high net-worth families.

- Over \$4.5 billion in assets under management and nearly 300 clients in 41 states.
- 97% business retention rate since 1986 inception of firm.
- \$10 million investment minimum.
- Private equity investments for portfolios of \$20 million or more.
- Four proprietary equity investment styles (U.S. large cap growth, international large cap, U.S. small cap, income equity) plus REITs and fixed income; client accounts' hold individual securities chosen from models constructed by Lowry Hill Investment Principals.
- Locations: Chicago, Minneapolis, Scottsdale, Ariz. and Naples, Fla.

Wells Fargo Customer Connection

Contact centers providing primary telephone service and sales channel 24/7 for customers across the territory; 31 sites with 12,000 team members handling over 500 million customer contacts annually, creating best-in-class multi-channel customer experiences via phone, email, IVR and correspondence for consumer, business banking, home equity and online banking customers.

Business Banking

Serves more than two million businesses with annual revenues of up to \$20 million.

Business Deposits

Providing deposit and other cash management services to businesses ranging from sole proprietorships to companies with up to \$20 million in annual revenues.

Business Lending

Offering lines of credit, business credit cards, equipment loans and commercial real estate loans, Wells Fargo, together with Wachovia, is America's #1 small business lender. Together we are also the #1 provider of SBA 7(a) loans nationwide.

Merchant Services

Processing \$96 billion annually in card sales volume, Wells Fargo is a leader in the electronic payment industry.

Business Payroll Services

Providing payroll processing, reporting and tax services for business customers.

National Business Banking Center (NBBC)

Providing 24/7 telephone customer service support to our business banking customers.

Business Banking Accolades (together with Wachovia)

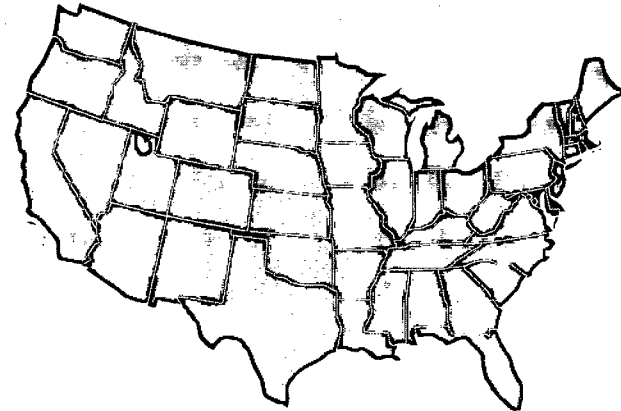
- America's #1 small business lender (in total dollar volume) across three major 2008 Community Reinvestment Act (CRA) categories:
 - loans under \$100,000;
 - loans under \$100,000 in low- and moderate-income (LMI) neighborhoods; and
 - total business lending under \$1 million.
- America's #1 SBA 7(a) lender in dollar volume and the #2 lender in units, extending 2,347 loans totaling \$827 million in 2009.
- SBA Preferred Lender in 50 states.
- Wells Fargo's Diverse Business Services programs provide outreach and education about financial services to women, African American, Latino and Asian business owners. Wells Fargo has loaned more than \$40 billion to women- and diverse-owned businesses since 1995.*

**Represents legacy Wells Fargo only*

Wholesale Banking

Serves middle-market and large corporate businesses nationwide with traditional and asset-based lending, treasury management, equipment leasing, international services, investments, insurance brokerage, risk management and real estate services.

Commercial Banking



Commercial Banking offers comprehensive solutions tailored for the needs of middle-market businesses (\$10-500 million in annual revenues).

- More than 90 Regional Commercial Banking Offices nationwide.
- #1 Market Share for middle market companies (annual revenues of \$25-500 million). More companies chose Wells Fargo as their lead bank than any other institution in the country.
- Offers credit, treasury management, risk management, investment products and financial services for middle-market customers.

- Serves companies in a wide variety of industries, with specialty group expertise in the agriculture, beverage, environmental services, and technology sectors.

Treasury Management

Middle-market and large corporate businesses across the U.S. use Wells Fargo global treasury management products and services.

Receivables Solutions - Community banks in 39 states and the District of Columbia; nationwide lockbox and cash vault networks, remote deposit products.

Payment Solutions - ACH, commercial credit cards, payment gateway services, employee paycards, prepaid cards, wire transfers and check services.

Technology Solutions – check image, electronic check conversion and Check 21 clearing, corporate mobile banking and treasury workstation services all integrated online and available through the CEO® portal.

Only bank to win four ACH quality and service excellence awards.

Commercial Electronic Office® Portal
Providing instant online access to the financial services you need to manage your business, the *Commercial Electronic Office® (CEO®)* portal offers a single sign-on to more than 50 applications. The CEO portal, broadly used by treasury management customers, also offers online access to credit, foreign exchange, trade services, health benefit services and, trust and investment services. With its simple self-service features, customers can set up and modify user authorizations and more. Wells Fargo's *CEO Mobile®* service helps customers monitor their accounts and perform time-sensitive treasury management functions from wherever you are through your Web-enabled cell phone or PDA.

Government & Institutional Banking
Brings together specialized banking teams, investment banking professionals and fixed-income sales, trading and syndicate capabilities to offer an integrated approach for our clients. We take great pride in approaching each relationship individually, as one team, leveraging the resources of Wells Fargo to create the most value for our client. Our specialties include:

- **Government Banking:** Provides commercial banking solutions for the following clients: governments – federal, state, county and city; government agencies and authorities; water districts; municipal utilities and school districts.
- **Education & Nonprofit Banking:** Provides commercial banking solutions for the following clients: colleges and universities; 501 (c) organizations; charitable organizations, foundations and endowments; national and local nonprofit organizations and unions.
- **Healthcare Financial Services:** Provides commercial banking solutions for the following clients: hospitals, hospital-affiliated clinics, physician practices, ambulatory surgery centers, assisted-living facilities, private, and nonprofit 501(c)3 entities.
- **Public Finance Investment Banking:** Provides investment banking, derivatives marketing, credit, and syndications solutions for issuer clients.

- **Sales, Trading & Syndicate:** Underwrites debt issuance and provides sales and trading functions for tax exempt issuers.
- **Municipal Syndications:** Provides underwriting of large syndicated transactions involving municipal credit products, such as loans, letters of credit and liquidity facilities.

Commercial Real Estate (CRE)
#1 in commercial real estate lending and brokerage by number of transactions in the U.S.

Real Estate Banking Group (REBG):
Targets mid-sized (net worth of greater than \$25 million) to well-capitalized commercial and residential real estate developers, operators and investors. These clients are generally privately held companies, real estate funds and public and private REITS. REBG also provides mezzanine financing and structured real estate debt to national, regional and local investors and developers of commercial real estate, including institutional investors, public real estate companies and trusts, co-mingled funds, and pension fund advisors on behalf of their clients.

Middle Market Real Estate (MMRE):
Provides middle-market commercial real estate investors and developers with financing for income-producing properties such as multi-family properties, office complexes, industrial parks, and retail properties. MMRE provides construction, interim, mini-perm financing, and construction loan advisory services. Loans range from \$1 million to \$25 million.

Hospitality Finance Group (HFG):
A specialty lending group that provides financial products and services to leading hotel owners throughout the United States. Customers include well-capitalized private owner/operators, institutional real estate funds dedicated to hospitality and public hotel real estate investment trusts.

Real Estate Capital Investments (RECI):
Provides direct equity and equity-like structured investments, including preferred equity, in partnerships managed by existing customers primarily of the CRE platform. Customers are well-known and experienced in the product type and market, with demonstrated track record and potential.

Eastdil Secured
Established in 1967, combines capital markets and real estate expertise to conduct real estate transactions.

- Arranges investment property sales, debt placement, loan sales and structured finance advisory, private equity raises, investment banking and public debt and equity transactions.
- \$235 billion of transactions since 2007.

Specialized Financial Services

Real Estate Businesses

Wells Fargo Commercial Mortgage: recourse and non-recourse fixed- and variable-rate permanent financing on income-producing properties.

Wells Fargo Commercial Mortgage

Servicing: one of the largest commercial mortgage-backed securities loan servicers in the nation.

Wells Fargo Multifamily Capital: non-recourse, permanent financing for multifamily properties and healthcare facilities through FHA, Fannie Mae, Freddie Mac and conduit programs.

Community Lending and Investment: financing for affordable residential and commercial projects, tax credits/CRA investments supporting economic development and job creation in communities.

Corporate Banking Group

US Corporate Banking Division: products and services for large corporate and institutional customers with annual revenues in excess of \$500 million and primarily investment grade profiles.

Financial Institutions Group: products and services for insurance companies, asset managers, broker/dealers, title insurance and escrow companies nationwide.

Power and Utilities Group: products and services for Regulated investor owned utilities, cooperatives and natural gas distribution companies.

Energy Group: focused on entire spectrum of public and private, small, middle market and large corporate companies in all sectors of the energy industry including: Exploration & Production, Energy Services and Equipment, Mid-Stream, Pipeline, and Refining.

Financial Sponsors Group: relationships with Private Equity firms with committed equity funds focused on middle-market and large-cap management buyouts, going private transactions and other recapitalizations.

Gaming Division: focused on multiple jurisdiction gaming companies – public and private, Native American casinos and single property gaming enterprises.

Restaurant Finance: focused on national and regional restaurant brands with sales greater than \$50 million, large franchisees in established systems, convenience store and gas station owner/operators and landlords with single tenant retail properties.

Equity Funds: Principally invests in private equity funds that are sponsored by clients of our Financial Sponsors Group, Energy Group and Commercial Real Estate businesses. Selectively makes direct and co-investments in specific corporate and real estate transactions.

Wells Fargo Equipment Finance, Inc.: 2nd largest among bank-owned leasing companies in the U.S. offering equipment lease and loan products, vendor programs, and wholesale and syndication services to companies nationwide in both the U.S. and Canada. Canadian services provided through affiliate Wells Fargo Equipment Finance Company. WFEFI also manages First Union Rail (FUR), the 4th largest full service rail operating lease company in North America.

Wells Fargo Corporate Trust Services Fiduciary, trustee and agency services with debt securities issued by public and private corporations, government entities and the banking and securities industries, including mortgage-backed, asset-backed, collateralized loan obligations (CLOs), securities custody, bank loan administration and outsourcing, municipal, and corporate/high yield securities, litigation settlement administration and third-party corporate escrow agent.

- Securities under administration total \$2.5 trillion in unpaid balance.
- Over 1,400 team members in over 30 offices across the United States and in the United Kingdom.

Shareowner Services: a leading stock transfer agent offering shareholder support services to companies nationwide. Facilitates stock transfers, dividend reinvestment and stock purchase plans, corporate actions and IPOs. Winner of the transfer industry's TALON award for service for the past four years.

Investment Banking and Capital Markets Provides focused industry coverage, strategic advice, debt and equity capital-raising to U.S. middle-market businesses and large U.S. corporations. Products and services provided include:

Equities – Common Stock, Convertible Bonds, Share Buybacks, Equity Derivatives, Equity Private Placements

Investment Grade Debt – Investment Grade Bonds, Preferreds, Debt Private Placements, Liability Management

High Yield Debt – Non-Investment-Grade Bonds, Liability Management

Loan Syndications – Loan Syndications, Loan Sales and Trading, Restructuring Advisory

Advisory – Sell-side M&A, Buy-side M&A, General Strategic Advisory, Spin Offs, Equity Carve-Outs, Reverse Morris Trusts, Defense Advisory, Fairness Opinions

Industries covered include:

- Consumer, Healthcare & Gaming
- Energy & Power
- Financial Institutions
- Financial Sponsors
- Industrials
- Middle Market Group
- Technology, Media & Telecom

Wells Fargo Securities is the trade name for certain capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, a member of NYSE, FINRA and SIPC, Wells Fargo Institutional Securities, LLC, a member of FINRA and SIPC, and Wachovia Bank, National Association. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts.

Investment and Insurance Products: • Not FDIC Insured

Securities and Investment Group
Financial Products: structures derivatives to manage risk or create investment opportunities for customers in various groups within Wells Fargo.

- **Interest Rates:** provides customized interest rate risk management.
- **Commodities:** hedging structures for producers or consumers of energy, electricity (power), metals or agricultural commodities.
- **Credit Risk Hedging:** protects concentrated or high-risk receivables from bankruptcy risk.
- **Equity Risk Hedging:** strategies to protect stock value, enhance returns, increase borrowing capacity and minimize or defer taxes.
- **Customized Investment Solutions:** helps investors gain market exposure to equities and other indices including interest rates, inflation, currencies and commodities. Offers structured investments to manage risk and protect principal.
- **Institutional Investment Solutions:** provides trading and structuring capabilities for multi-asset derivative based solutions to institutional clients.

Principal Investing:

- **Principal Investments:** Buys and holds a broad-based investment portfolio including corporate credit, structured credit, municipals, and other fixed-income related assets
- **Alternative Investment Management (AIM):** Buys and holds distressed corporate credit

Asset Backed Finance (ABF):

Originates structured transactions for core corporate clients to hold on balance sheet and for distribution to institutional investors

Fixed Income Sales & Trading:

A division of Wells Fargo Securities, serving fixed income corporate investors, money managers, financial institutions and public entities of all sizes throughout the United States, Latin America, Asia, and Europe.

- **High Grade Sales:** responsible for the distribution of high grade corporate debt and preferred stock to large institutional clients.
- **High Yield Sales:** responsible for the distribution of high yield corporate debt to large institutional clients.
- **Structured Products Sales:** delivers a broad range of structured assets, including MBS, ABS and CMBS to large institutional clients.
- **Municipal Institutional Sales:** responsible for the distribution of municipal products to large institutional clients.

- **Generalist Fixed Income Sales:** provides all cash Fixed Income products to short duration buyers and larger institutional accounts that do not require specialist coverage.
- **Middle Market Fixed Income Sales:** delivers cash Fixed Income products and related portfolio services to middle market Financial Institutions and Wells Fargo corporate clients.
- **Europe Fixed Income Sales:** responsible for the distribution of all cash Fixed Income products to European clients.

Equity Sales & Trading

A division of Wells Fargo Securities serving clients who are raising equity and convertibles in the capital markets and investors looking for equity investment strategies, resources and expertise. Focused on distributing Wells Fargo-originated equities transactions, marketing Wells Fargo research, and trading equity securities in the secondary market.

- Common stock
- Convertible securities
- Options
- Equity derivatives
- Equity finance
- Advanced electronic trading services

Research & Economics

- Supports the sales, trading, and origination teams by adding value to both fixed income and equity investors through publishing, idea generation, and aggressive calling efforts.
- Support of High Grade, High Yield, Equity, and Structured banking and secondary sales and trading.

Wells Fargo Securities is the trade name for certain capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, a member of NYSE, FINRA and SIPC, Wells Fargo Institutional Securities, LLC, a member of FINRA and SIPC, and Wachovia Bank, National Association. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts.

Investment and Insurance Products: Not FDIC Insured

Public Finance and Sales, Trading & Syndicate

Public Finance Investment Banking:

- Provides investment banking, capital markets and credit solutions for issuer clients
- A team of more than 120 investment banking professionals in 20 offices nationally
- Clients are covered by geographic and industry specific investment banking teams

Sales, Trading & Syndicate:

- Provides cash trading, institutional sales and underwriting solutions for investor clients
- Trading & Syndicate desks strategically located in Charlotte and Minneapolis and Institutional Sales specialists located in Charlotte, New York, Philadelphia and Richmond

Asset-based Lending

Wells Fargo Capital Finance*

Provides traditional asset-based and non-traditional senior secured financing solutions from \$2 million to more than \$1 billion, along with factoring, trade finance, purchase order finance and distribution finance products.

- **Business Credit:** Asset-based financing from \$3 million to \$30 million for middle-market companies in a variety of industries, including manufacturing, distribution, wholesale, and service.
- **Business Finance:** Agented and syndicated asset-based financing starting at \$30 million for companies in a variety of industries, including manufacturing, wholesale and distribution, and service companies.
- **Distribution Finance:** Working capital financing starting at \$500,000 for the purchase of technology products and services by value-added resellers from technology OEMs and distributors.
- **Government Services Group:** Accounts receivable financing for government contractors across the U.S. serving federal, state and municipal governments and their agencies nationwide with monthly sales of \$50,000 to \$50 million or more.
- **Lender Finance:** Senior secured financing starting at \$20 million for specialty commercial finance companies, including asset-based lenders, factors, equipment leasing providers, insurance premium finance companies, and other types of specialty finance companies.
- **Purchase Order Finance Group:** Inventory financing - including letters of credit and transactional credit lines ranging from \$500,000 - \$50+ million - for importers, manufacturers, wholesalers, assemblers, and distributors in need of short-term financing to complete sales transactions.
- **Receivables Funding Group:** Accounts receivable financing for businesses with monthly sales from \$50,000 to \$50 million or more in a variety of industries, including manufacturing, distribution, wholesale, trucking and transportation, seafood, and service-based companies.
- **Receivables Securitization Group:** Non-recourse accounts receivable-based securitizations - both on- and off-balance sheet - starting at \$30 million to bankruptcy-remote subsidiaries of companies in a variety of industries, such as manufacturing, distribution, wholesale and service companies.
- **Resort Finance:** Financing of timeshare receivables from \$20 million to \$100 million.
- **Retail Finance:** Senior secured financing ranging from \$10 million to \$1 billion and more for large and middle-market retailers, from traditional brick-and-mortar storefronts to catalog and online operations.
- **Specialty Finance:** Financing starting at \$20 million for companies in a wide variety of industries, including gaming, restaurant, healthcare, and media and communications.
- **Staffing Services Group:** Accounts receivable financing for staffing companies across the U.S. that generate between \$50,000 and \$50 million or more in monthly sales.
- **Technology Finance:** Senior-secured financing starting at \$15 million for software and technology companies.
- **Trade Capital:** Supply chain financing - including factoring, asset-based financing, inventory financing, and letters of credit - for companies in the U.S. and abroad that serve the retail and consumer marketplace and have annual sales starting at \$10 million. Our products and services are also offered to companies across Canada through Wachovia Capital Finance Corporation (Canada), Wells Fargo Foothill Canada ULC and Wells Fargo Business Credit Canada ULC. **

* Wells Fargo Capital Finance is the trade name for certain asset-based lending, accounts receivable and purchase order finance services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, N.A.; Wells Fargo Business Credit, a division of Wells Fargo Bank, N.A.; Wells Fargo Credit, Inc.; Wells Fargo Distribution Finance, LLC; Wells Fargo Capital Finance, Inc.; Wells Fargo Capital Finance, LLC; Wells Fargo Retail Finance, LLC; Wells Fargo Retail Finance II, LLC; Wells Fargo Trade Capital, LLC; Wells Fargo Trade Capital Services, Inc., Wachovia Bank, N.A.; Wachovia

Capital Finance Corporation (Central); Wachovia Capital Finance Corporation (New England) and Wachovia Capital Finance Corporation (Western).

** Wells Fargo Business Credit Canada ULC, Wells Fargo Foothill Canada ULC and Wachovia Capital Finance Corporation (Canada) are associated with Wells Fargo & Company, a company that is not regulated in Canada as a financial institution, a bank holding company or an insurance holding company.

Asset Management Group

Wells Fargo's Asset Management Group manages assets for institutional and retail clients. It includes Wells Fargo Funds Management, LLC, Evergreen InvestmentsSM, Wells Capital Management, and other affiliated asset managers.

Wells Fargo Funds Management, LLC, and Evergreen Investments are investment advisors under which Wells Fargo & Company conducts its investment management business. The groups serve financial professionals, individual investors, and institutional investors through a variety of investment vehicles and strategies, including mutual funds, 529 plans, and separate accounts. We are one of the nation's largest mutual funds managers, and our *Wells Fargo Advantage Funds*[®] and Evergreen Funds cover a broad spectrum of investment styles and asset classes.

Wells Capital Management is a multi-boutique asset management firm focused on institutional clients. Its distinct, autonomous, and independent investment management teams offer an extensive list of investment strategies that span the risk-reward spectrum.

Affiliated Managers consists of multiple distinct businesses with investment capabilities, including European Credit Management (European fixed-income investments), Galliard Capital Management (stable value and core fixed-income investments), Nelson Capital Management (socially responsible investments), third-party and custody securities lending, and minority interests in Polaris Investment Securities Trust (Taiwanese Fund and exchange-traded funds) and Golden Capital Management (U.S. core equity).

Wells Fargo Funds Management, LLC, provides investment advisory and administrative services for Wells Fargo Advantage Funds, Wells Fargo Managed Account Services, and 529 plans. The Funds and shares in the 529 plans are distributed by Wells Fargo Funds Distributor, LLC, member FINRA/SIPC, an affiliate of Wells Fargo & Company.

Investment and Insurance Products: Not FDIC Insured

Wells Fargo International Group – Helps customers reduce risk and take advantage of international opportunities.

- **International Financial Services**– Covers the international needs of consumers, small businesses, middle-market companies and large institutions.
- **Foreign Exchange:** Foreign exchange and risk management services for commercial companies, small businesses, correspondent banking customers and consumers.
- **International Treasury Management:** International cash management solutions integrated with domestic treasury services.

- **International Banking & Trade Solutions:** Provider of international trade and commercial solutions for middle market companies engaged in global commerce.
- **Supply Chain Finance:** Financing solutions for enhancing a company's working capital through their global supply chain.
- **International Personal Banking:** U.S. dollar banking services for U.S. citizens living abroad and foreign nationals living in the U.S. with specialized programs to help non-U.S. citizens establish credit.
- **Cross Border Lending:** Serves the needs of US customers that require credit and lending in offshore locations.
- **Wells Fargo Bank International:** A subsidiary of Wells Fargo & Company based in Dublin, Ireland. Provides banking and financial services such as deposits, lending, and corporate trust services to commercial banks and corporate customers across the 30+ European Union/European Economic Area (EEA) countries.

- **Global Financial Institutions & Trade Services** – Provides global correspondent banking services to 1,450 international banks, 2,200 domestic banks and 30 multilateral institutions through 40+ offices around the world servicing customers in 130 countries.
- **Global Financial Institutions:** Provides payment collection, trade, depository, FX and credit services for domestic and international financial institutions.
- **Global Payment Services:** Provides a suite of USD and multicurrency payment, collection and depository services including a growing array of online and mobile solutions.
- **Credit Products:** Delivers a broad range of specialized credit products including origination, structuring, mitigation, portfolio management and loan servicing.
- **Global Trade Services:** Provides a set of services designed to expedite Letter of Credit and Collection processes for global financial institutions; also offers private label outsourcing services to U.S. and foreign banks.

Social responsibility

We promote economic development and self-sufficiency through community development, financial education, cash contributions, affordable housing, environmental stewardship, and through the efforts of our enthusiastic team member volunteers. In 2009, Wells Fargo gave \$202 million in grants to 18,000 nonprofits and schools. These grants support education, community development, human services nonprofits and civic projects. Our success comes from a time-tested formula: local people making local decisions because they know best what their communities need.

Additional information about our achievements in social responsibility is available at: <https://www.wellsfargo.com/about/csr/>.

Outstanding Reputation

Fortune

World's 39th Most Admired Company (3/10)

Among the 20 Largest Companies in the U.S. Based on Revenue (4/10)

Barron's

Among World's 50 Most Respected Companies (2/10)

Forbes

One of America's Best Big Companies (12/08)

Top 100 Best Companies in the World (4/10)

Office of the Comptroller of the Currency

"Outstanding" for Community Reinvestment Act performance (Wells Fargo Bank, N.A.) (11/09)

BusinessWeek

Best Places to Launch a Career (9/09)

America's #2 Most Generous Corporate Foundations (1/10)

Newsweek

America's #1 Green Bank and #13 Greenest Big Company (9/09)

Brand Keys

#1 Bank Brand in Customer Loyalty Engagement Index (2/10)

Environmental Protection Agency

Among Top 20 Green Power Partner Companies (4/09)

Human Rights Campaign

Perfect Score of 100 on Corporate Equality Index (9/09)

LATINASTyle Magazine

Top 50 Best Companies for Latinas (8/09)

DiversityInc Magazine

Top 50 Companies for Diversity (3/10)

- Top 10 Companies for Asian Americans
- Top 10 Companies for Lesbian, Gay, Bisexual, and Transgender Employees

United Way of America

Summit Award for Exceptional Volunteerism (3/10)

American Customer Satisfaction Index

America's #1 Large Bank for Customer Satisfaction (2/10)

EXHIBIT N – KEY SUBCONTRACTORS

(REDACTED)

EXHIBIT O - CLIENT REFERENCES

(REDACTED)

EXHIBIT P Project Services

(Link [§4.03.4](#))

Project Services	Exhibit P Page 1 of 7
Project Implementation	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to designate a Contract Officer to serve as the primary contact between the Parties during the entire term of the Agreement. This individual shall be responsible for 1) overseeing the Contractor's and the Contractor's Project Teams performance under the Agreement, 2) serving as the Contractor's liaison with the Department in order to resolve day-to-day operational difficulties; and 3) providing timely responses (one Business Day) to administrative concerns and inquiries posed by the Department.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to maintain an organization of sufficient size with the skills and experience necessary to administer, manage and oversee all aspects of the Project during the Implementation Phase, as well as during Ongoing Operations.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to undertake and complete all Project implementation activities no later than September 30, 2010, such that the Ongoing Operation Phase of the Project commences on October 1, 2010.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>during the Implementation Phase of the Project, to establish and, throughout the term of the Agreement, maintain at least two (2) lockboxes with the United States Postal Service (USPS) in New York State, preferably in Albany, NY (one lockbox is for the collections of enrollee payments; the second lockbox is for the collection of agency payments).</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to, if selected, supply the Department with the addresses of the lockboxes no later than August 15, 2010.</p> <p>If known at time of bid, please provide addresses in space provided below:</p>	

Project Services	Exhibit P Page 2 of 7
Ongoing Operations - Project Administration	
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor shall be in compliance with applicable federal and New York State statute, rules and regulations for banking institutions.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor to keep DCS informed of pending State/Federal legislation affecting banking services and in a timely manner.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor shall provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that DCS is under no obligation to act on such advice or recommendations.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor shall have quality control procedures in place to assure accuracy and timeliness in processing receipts.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor shall be able and willing to modify existing procedures and/or develop new procedures in cooperation with DCS.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the term of the Agreement, the Contractor shall, with regards to the electronic transfer of data <ol style="list-style-type: none"> i. be capable of receiving and transmitting data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department; ii. be able to transmit data in the format required by the file layouts presented in IFB, Appendices P through S; iii. maintain a HIPAA compliant level of security to protect the confidentiality of information on the Contractor's computer system and in the Contractor's physical work environment; and iv. have a disaster recovery plan in place to reasonably ensure the continued delivery of Project Services in the case of an unforeseen event, including but not limited to a disaster or emergency.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree to accept and accurately process wire transfers from PAs/PEs.

Project Services	Exhibit P Page 3 of 7
Ongoing Operations - Lockbox Services	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor, shall be solely responsible for the timely and accurate processing of items received through the lockboxes.</p>	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall retrieve all of the items from the lockboxes by 12:00 pm (noon) on each Business Day.</p>	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall process all lockbox items on the Business Day they are retrieved from the lockbox.</p>	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall be capable of processing and depositing an anticipated monthly volume of 11,000 receipts per month on the same Business Day they are retrieved from the lockboxes.</p>	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor, shall adhere to the Lockbox Processing Procedures Guidelines as outlined in IFB, Appendix N.</p>	
Ongoing Operations - Non-Lockbox Services	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall, on each Business Day, between the hours of 10:00 a.m. and 1:00 p.m. ET, using a courier service provided by the Contractor or overnight delivery (at the discretion of DCS):</p> <ul style="list-style-type: none"> • pick-up non-lockbox deposits, in the form of checks and money orders, from the Department; and • deliver to EBD the following items: <ul style="list-style-type: none"> - all items that are deemed Unprocessable; and - deposit slip for the prior Business Day's non-lockbox deposits. 	
<p>The Offeror</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall accurately process and deposit all of the non-lockbox deposits picked up from the Department on the day they are picked up.</p>	

Project Services	Exhibit P Page 4 of 7
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to, if during the term of the Agreement, the Department decides to adopt and implement Remote Deposit practices, work with the Department to provide such functionality.</p>	
Ongoing Operations Check Processing	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall post all deposits on the Business Day retrieved/received and make funds available within one (1) Business Day of deposit.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>to cooperate with the Department and any other contractor if the Department, during the term of the Agreement, decides to accept premium payments online.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>be able to accept and accurately process wire transfers from PAs/PEs.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>be able to process checks that arrive at the lockbox without remittance advice documents but with an account number on the check</p>	
Ongoing Operations Reporting Functions	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall make available various reports of payment transaction deposits as required by DCS for its use in the review, management, and analysis of the payment transactions.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall verify the accuracy of all reports produced, regardless of the medium.</p>	
<p>The Offeror</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree <p>that, throughout the Ongoing Operational Phase of the Project, the Contractor shall make available reports in an electronic format, mutually agreed upon between the Contractor and the Department and in a format that allows DCS to load the reports to its mainframe or PC based computer system and to print the reports, as needed.</p>	

Project Services	Exhibit P Page 5 of 7
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the Ongoing Operational Phase of the Project, the Contractor shall make available separate data files for each of the two (2) lockboxes.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the Ongoing Operational Phase of the Project, the Contractor shall make available the following reports/files list below as specified in IFB §3.01.6 <i>Daily Reports:</i> <ul style="list-style-type: none"> • Payment Detail Transaction File • Payment Detail Transaction Report • Daily Balance Report • Imaged Payment Remittance Forms, Checks and Correspondence <i>Monthly Reports</i> <ul style="list-style-type: none"> • Transaction Summary Report • Account Analysis Statement <i>Quarterly Reports</i> <ul style="list-style-type: none"> • Quarterly Performance Guarantee Report • <u>Quarterly Workforce Utilization Report</u>
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the Ongoing Operational Phase of the Project as regards the daily Payment Detail Transaction File, the Contractor shall provide, in a format acceptable to the Department, a Payment Detail Transaction File for lockbox and non-lockbox payments combined for each of the payment types (enrollee and agency) and the Payment Detail Transaction File shall be electronically transmitted to DCS, or be available to retrieve from the Contractor using a secure internet connection by 8:00 p.m. ET on the day of the deposit.
The Offeror	<input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, throughout the Ongoing Operational Phase of the Project as regards the daily Payment Detail Transaction Report, the Contractor shall provide, in a format acceptable to the Department, a Payment Detail Transaction Report for lockbox and non-lockbox payments combined for each payment type (enrollee and agency) and the Payment Detail Transaction Report shall be made available within one (1) Business Day of deposit and shall be made available using a secure internet connection or transmitted electronically in a secure format to DCS, preferably in Microsoft Excel format and the electronic report shall allow the sorting/searching on the unique fields of each transaction.

(REVISED 5/26/2010)

Project Services**Exhibit P**
Page 6 of 7

The Offeror

- agrees
- does not agree

that, throughout the Ongoing Operational Phase of the Project as regards the Daily Balance Report, the Office of State Comptroller (OSC), Cash Management Unit shall be provided with, by 10 a.m. ET of the Business Day following the day of deposit, on-line access using a secure internet connection to the account for previous day balance reporting and funds transfer capabilities and that balance reporting shall include ledger balance, available balance, and previous day detailed activity; and the reporting shall be available in BA12 format.

The Offeror

- agrees
- does not agree

that, throughout the Ongoing Operational Phase of the Project as regards the daily Imaged Payment Remittance Forms, Checks and Correspondence file, the Contractor shall 1) image and store each individual payment remittance form, check and any correspondence, including envelopes (where an address change is indicated), 2) make available to DCS the capability to search and download the records online using a secure internet connection for specific individual payment remittance forms/payments/correspondence, view and print the imaged payment remittance form/check/correspondence, 3) make the images available the day after they are imaged, and 4) make the images available for retrieval online for the entire duration of the Agreement plus one (1) full year after the termination of the Agreement.

The Offeror

- agrees
- does not agree

that, throughout the Ongoing Operational Phase of the Project as regards the monthly Transaction Summary Report, the Contractor shall provide, in a format acceptable to the Department, a Transaction Summary Report of daily deposits for each lockbox within five (5) Business Days following the end of the month and the reports shall be made available using a secure internet connection or transmitted electronically in a secure format to DCS, preferably in Microsoft Excel format and the electronic reports shall allow for the sorting/searching on the unique fields of each transaction.

The Offeror

- agrees
- does not agree

that, throughout the Ongoing Operational Phase of the Project as regards the monthly Account Analysis Statement, the Office of State Comptroller (OSC), Cash Management Unit shall be provided with on-line access to a monthly account analysis statement using a secure internet connection itemizing all charges with volume and detailed unit costs; and that the statement shall be provided in an 822 electronic account analysis format by the 15th day of the month following the month for which the statement is created.

The Offeror

- agrees
- does not agree

that, throughout the term of the Agreement, the Contractor shall provide, in a format acceptable to the Department, quarterly Performance Guarantee reports that detail the Contractor's compliance with each of the Performance Guarantees stated in §3.02 of the RFP and that the reports are due fifteen (15) Business Days after the end of the quarter for which the reports are being generated.

Project Services

Exhibit P
Page 7 of 7

The Offeror

- agrees
- does not agree

that, throughout the term of the Agreement, the Contractor shall provide, on a quarterly basis, workforce utilization reports, utilizing the form set forth in IFB, Exhibit K, a breakdown of the workforce actually utilized on the Agreement, broken down by specified ethnic background, gender, and Federal Occupational Categories and that the report is due fifteen (15) Business Days after the end of the quarter for which the report is being generated.

(REVISED 5/26/2010)

EXHIBIT Q Performance Guarantees

(Link §4.03.5)

Performance Guarantees		Exhibit Q Page of 1 of 2
<p>The Offeror must acknowledge and agree to all of the following performance guarantees and the associated penalty for failure to meet the guarantee:</p>	<p>For each performance Guarantee listed, in the boxes set forth below, the Offerors must check either 1) their agreement to meet the guarantee and the guarantee's associated penalty, or 2) their refusal to meet the guarantee and the guarantee's associated penalty</p>	
<p>#1 The Contractor guarantees that all implementation activities will be completed no later than September 30, 2010, and agrees that the Contractor shall pay to the DCS a penalty of \$1,250 per day, as well as, the sum of the penalty amounts established for Performance Guarantees #2 through #7, below for each day after September 30, 2010, that all implementation activities are not completed.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	
<p>#2 The Contractor guarantees that by 12:00 pm (noon) of each Business Day all of the items in the DCS's lockboxes will be retrieved from the lockboxes and agrees that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Contractor must further agree that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees #3, #5, and #6, below.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	
<p>#3 The Offeror guarantees that all items retrieved from the lockboxes will be processed on the Business Day that they are retrieved and agrees that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Offeror further agrees that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees 5, and 6, below.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	

Performance Guarantees		Exhibit Q Page of 2 of 2
<p>The Offeror must acknowledge and agree to all of the following performance guarantees and the associated penalty for failure to meet the guarantee:</p>		<p>For each performance Guarantee listed, in the boxes set forth below, the Offerors must check either 1) their agreement to meet the guarantee and the guarantee's associated penalty, or 2) their refusal to meet the guarantee and the guarantee's associated penalty</p>
<p>#4 The Offeror guarantees that each Business Day deposits from EBD will be picked up between the hours of 10:00 a.m. and 2:00 <u>1:00</u> p.m. ET and agrees that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to meet this guarantee. The Offeror further agrees that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantees 5, and 6, below.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	
<p>#5 The Offeror guarantees that all deposits retrieved by 12:00 pm (noon) from the lockboxes and all deposits received from EBD via courier will be posted on the Business Day retrieved or received, as applicable and agrees that the Contractor shall pay to the DCS a penalty of \$125 each day the Contractor fails to fully meet this guarantee. The Offeror further agrees that failure to meet this performance guarantee does not relieve the Contractor's responsibility to satisfy the associated Business Day's performance guarantee 6, below.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	
<p>#6 The Offeror guarantees that all funds deposited will be available within one (1) Business Day of deposit for transfer into the State treasury and agrees that the Contractor shall pay to the DCS a penalty of \$125 each time the Contractor fails to fully meet this guarantee.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	
<p>#7 The Offeror guarantees the availability of daily Business Day electronic files for retrieval by 6:30 <u>8:00</u> pm ET for each lockbox and non-lockbox deposit giving daily item counts and monetary totals in an EDP format that enables DCS to load information to its mainframe or PC based computer system and agrees that the Contractor shall pay to the DCS a penalty of \$125 for each time the Contractor fails to fully meet this guarantee.</p>	<p>The Offeror acknowledges and</p> <p><input checked="" type="checkbox"/> agrees</p> <p><input type="checkbox"/> does not agree</p> <p>to meet Performance Guarantee #6 and its associated penalty.</p>	

Remote Deposit Capture Service Description

1. The Service.

Wachovia's Remote Deposit Capture (RDC) service offers you the option of imaging checks at one or more of your locations and then transmitting those images electronically to Wachovia for deposit into your account(s). We supply the necessary software, via the Internet or Compact Disk distribution, to scan, capture and transmit images from your depositing locations. If you choose, we may also convert certain checks into ACH transactions, subject to applicable rules and regulations.

Remote Deposit Capture Services are comprised of two options – Remote Deposit Capture (RDC), a PC-based version of our remote deposit software and Remote Deposit Capture Online (RDCO), a hosted version of our remote deposit software.

Our Remote Deposit Capture service is designed for customers receiving checks in one or a number of office or store sites. Each of these locations can create and transmit a check deposit to Wachovia for posting to one or multiple accounts without the need for using a local bank. This allows you to automatically concentrate funds, thereby enabling you to consolidate banking relationships while enjoying the convenience of electronic banking without local personnel having to leave the office.

To be eligible for Remote Deposit Capture, checks must be:

- denominated in U.S. dollars
- drawn on a U.S. bank
- personal, business, Treasury or cashier's checks, or a money order

The software that supports Wachovia's Remote Deposit Capture service automates many of the deposit preparation tasks previously performed manually. These functions include:

- Automatic creation of deposit tickets. When a deposit is created with the RDC software, you select the deposit account from a drop-down list, and a virtual deposit ticket is automatically created using the selected account number.
- Automated reading of most checks' dollar amounts through advanced CAR/LAR (character amount recognition/legal amount recognition) technology for automated balancing. This greatly reduces keying dollar amounts.

- Access to view and print deposit history. This is useful for audit purposes or subsequent research.
- Deposit data can be downloaded to your accounts receivable system. This eliminates re-entry of check and deposit information. Fields currently available for download include but are not limited to:
 - check/deposit amount
 - date/time of deposit
 - check serial number
 - account number
 - bank routing transit number
 - dollar amount
- Additional customer-defined fields for data entry of accounts receivable posting information
- Check images are retained within the RDC application for up to 30 days. This provides quick short-term access to check information for research and customer service. Deposited images are available on Wachovia Connection® for seven years.

In addition to automating the above tasks, which are typically performed manually, Wachovia's Remote Deposit service offers the following capabilities unique to image processing.

- Software analyzes the check image quality and notifies the user of suspect images so you can either accept or re-scan the check.
- Software automatically confirms that the routing transit number within the MICR line is in a format consistent with the U.S. clearing system. This verification helps prevent foreign checks from being processed.
- Through use of CAR/LAR (courtesy amount recognition/legal amount recognition), the check image is automatically read significantly reducing manual keying.
- Patented technology re-orient checks scanned upside down or backward so that the image on the transmitted file is oriented correctly. This feature eliminates the need for your local staff to pull the upside down check and re-scan.
- The software controls the scanner for automated scanning of the checks.
- Remote Deposit Capture integrates easily into our Deposit Reconciliation service.
- Our RDC service provides duplicate check and duplicate file detection capabilities.

Use of RDC may enable you to improve your deposit-making process by:

- Providing the convenience of transmitting your check image file via a secure Internet connection with access 24 x 7, excepting a few brief periods over weekends when our systems are taken down for maintenance. The time required to transmit a deposit varies depending upon the size of the image file and the kind of Internet connection being used.
- Extending your deposit deadline to 8 p.m. ET. The deposit deadline for accounts opened in Mountain and Pacific time zones is 8 p.m. PT.
- Adding up to five additional data fields to a deposit or check with our multiple custom data options. You can also customize the labels for each field to suit your business needs. The custom data fields can be pre-populated, enabling you to select from a list as opposed to entering all the data.

Multiple deposit reports are available and can be viewed on your PC and/or printed.

The *Deposit Summary Report* lists each deposit transmitted for the day, displaying the dollar value of each deposit, total item count, dollar value of credits and offsetting debits for the day. The *Detailed Report* contains the MICR line data and amount of each item scanned within a deposit.

The *Deposit Detail Image Report* displays the front and back images of each check, as well as associated MICR line, deposit and account data including customer name, deposit date, deposit account, deposit total, number of items in deposit, deposit status, capture sequence number, check amount and serial number. In addition to viewing the report online, users may export the report data to a CSV or Excel file or export an image of the report to PDF or TIFF format.

An e-mail acknowledgment of the receipt of transmitted deposits is sent to you upon our receipt of your image file. This acknowledgment includes:

- time and date that Wachovia received the transmitted deposit
- sending location name and address
- the last four digits of the deposit account number
- the dollar amount of the deposit received
- the total number of the items contained in the deposit

How it works

1. Software for Remote Deposit Capture Online is downloaded from a Wachovia Web site, which allows for automatic updates remotely via the Internet.
2. Initial software for Remote Deposit Capture 2.0 is installed by you from a Compact Disk (CD) provided by Wachovia. Scanner drivers and subsequent software updates are downloaded from a Wachovia Web site, which allows for automatic updates remotely via the Internet.
3. You select a deposit account to which the funds are to be deposited and then enter a previously calculated deposit total to serve as a balancing total.
4. The software generates a virtual deposit ticket (a batching option is available for multiple batches).
5. Checks are scanned and captured under software control.
6. During the correction process your authorized personnel enter the dollar amount for any checks that the automated recognition software was not able to "read."
7. After all checks have been scanned and unread dollar amounts corrected, if the deposit is not in balance, the user is advanced to a balancing step where the user is presented with a listing of all checks within the deposit. The user has full use of front and back images of the virtual deposit ticket and individual checks to determine which items to adjust to bring the deposit in balance.
8. Once the deposit is in balance, your authorized user is asked if they wish to complete the deposit. Completed deposits are transmitted to Wachovia.
9. Wachovia sends you an e-mail acknowledgment, usually within 30 minutes after receipt of the deposit.
10. You will be notified of any items received on your transmission that cannot be processed by Wachovia due to image or MICR quality concerns.

2. The Service Level Goals.

Wachovia has established service level goals for Remote Deposit Capture. These goals may be obtained from your Treasury Sales Officer.

3. The Fees.

Wachovia will charge your account for all fees associated with the services described herein. A price list will be provided by the Treasury Sales Officer upon request. In addition, all fees assessed for the services used will be disclosed on the monthly Account Analysis statement provided on request.

4. Your Performance Obligations and Agreements.

The use of this Service may require the purchase, installation and maintenance of certain hardware, software, communication setup and other related devices and equipment at your location. You are responsible for the acquisition, installation and maintenance of all such hardware, software, communication setup, other related devices, required to properly utilize Remote Deposit Capture and the cost and compatibility thereof.

To Utilize RDC, you must have:

- A Wachovia commercial depository account;
- RDC or RDCO software provided by Wachovia and a high-speed internet connection.
- Appropriate scanning equipment that is certified for use with Wachovia's RDC or RDCO software. Equipment purchased directly by you must adhere to standards and requirements established by Wachovia.

Minimum PC Hardware Requirements for Wachovia's Remote Deposit Capture Service

- Pentium 4 2.8 GHz Processor
- 512 MB RAM or more
- 40GB Hard Drive
- 10/100 Network Card
- Internet Access
- USB 2.0 Ports

Minimum PC Software Requirements for Wachovia's Remote Deposit Capture Service

- Windows 2000, Service Pack 4 OR
Windows XP, Service Pack 1 or 2

Wachovia has currently certified the following scanners for use with RDC:

- The *Digital Check TS 230-65*.
- The *Digital Check TS 230-100*.
- The *Digital Check TS 215*.
- *Note: Digital Check TS 220 models are supported but have been replaced by the TS 230 models for new sales.*
- The *Canon CR 180*.
- The *Panini and Unisys My Vision X* scanners.
- The *Magtek Excella STX*.

You agree to safeguard access to user IDs, passwords, tokens, digital certificates and other security information and to accept full

responsibility for any compromise of security resulting from unauthorized use of all such information.

In addition to any security procedures specified in the instructions provided by Wachovia, you have the responsibility to implement any additional security measures you deem necessary or appropriate on your premises to safeguard and prohibit unauthorized access to the Service and the hardware or other technology used to access the Service.

You agree that Wachovia is not responsible for incorrect or inaccurate information provided by you and Wachovia will have no liability as to results or timeliness of any transaction requiring corrections or completions.

You understand and agree that Remote Deposit Capture and the services accessed through it may not be uninterrupted or error free. If Remote Deposit Capture or services available through it are interrupted, Wachovia will provide you notice and will use reasonable efforts to restore the impacted services as promptly as possible.

To utilize Remote Deposit Capture, you must:

- Properly endorse all items prior to capture. The endorsement should be placed in black or dark ink on the back of each item, within the area designated by Regulation CC for depositor endorsements. Wachovia recommends the following endorsement format:

PAY TO THE ORDER OF WACHOVIA BANK, N.A.
ALL PRIOR ENDORSEMENTS GUARANTEED
FOR CUSTOMER NAME
A/C NO. 13-DIGIT ACCOUNT NUMBER

- Correct the check amount field on items that cannot be recognized by the imaging technology.
- Properly review suspect images flagged by the Image Quality Assurance (IQA) tools provided by our software. Use of IQA will assure the best images possible. Overriding and accepting images that fail IQA will increase the likelihood of returned items and potential losses. A visual inspection of these suspect images should be performed.
- Transmit up to 500 checks under a single deposit for Remote Deposit Capture. Transmit up to 100 checks under a single deposit for Remote Deposit Capture Online. The total deposit

amount must equal the total amount of all the individual items.

- Authorize release of the deposit to Wachovia.
- Ensure that each image is an Eligible Item and is a valid and enforceable check payable to you and you are entitled to enforce the item. Eligible Items are only United States dollar-denominated checks drawn on United States banks. Transmission to Wachovia of images of US dollar-denominated checks drawn on any non-United States bank or images payable in any currency other than US dollars (each a "non-conforming item") via the deposit options listed in this document is in violation of this Service Description. Wachovia assumes no responsibility for any non-conforming items transmitted for deposit and will be indemnified by you for any losses Wachovia suffers as a result of processing such items. The originals of all non-conforming items must be processed by you via standard paper check deposit methods and must adhere to Wachovia standards for depositing checks.
- Ensure that the image accurately represents all information on the front and back of the original check as of the time the original check was scanned and converted into an electronic image and the amount associated with the image is accurate and the MICR-line information contains all necessary information for Wachovia to clear the item as an image or IRD.
- Ensure that no person will receive transfer, presentment, or return of, or otherwise be charged for, the electronic check, the original check, or a paper or electronic representation of the original check such that the person will be asked to make payment based on a check that already has been paid.
- Ensure that the original item associated with each image transmitted to Wachovia through a Remote Deposit Processing transmission is retained by you in a secure fashion for a period of time determined by your legal counsel based on a review of your business needs. Issues which should be part of such determination could include:
 - Whether the item is necessary to the current conduct of your business;
 - Whether the item is required to be kept by statute or government regulation; or
 - Whether the item is relevant to pending or foreseeable investigations, disputes or litigation.
- Ensure that after you retain the item for the amount of time you deem appropriate, that you render the item incapable of

being successfully negotiated or presented for payment by conspicuously marking the front and back of the item "do not deposit – do not cash". We also suggest perforating the routing and account number of each item so that the item cannot be successfully processed by automated means.

- Ensure that all items at all times are filed and secured to allow access only by the appropriate parties. Inactive records should be stored at a secure facility and catalogued with retention date to permit orderly retrieval. Stored records should undergo a periodic review to determine an appropriate destruction schedule.

Wachovia will time stamp each accepted transmission or submission (deposits included) to record its time of receipt. This time-stamp will be utilized to determine the date of ledger credit as well as float assignment. Wachovia will acknowledge receipt of your transmission or submission via the appropriate Internet or data transmission channel. You will be informed whether the transmission or submission has been accepted or rejected.

You agree that each image deposited with the Wachovia via an RDC Service shall be an Eligible Item and shall be a "check" and/or "item" (as applicable) for all purposes under this Description, the Deposit Agreement, the applicable Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, any other federal or state check law, and federal and clearinghouse rules, to the same extent that the original is a "Check" or an "item", as applicable.

You certify that the original instrument from which the image is obtained is a "check" or "item" (as applicable), as defined by the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, and any other federal or state check law or regulation.

You acknowledge and agree that each image is subject to the transfer and presentment warranties under the Uniform Commercial Code and Regulation CC and applicable federal law and regulation.

As applicable, you give the same representations, warranties and indemnities to Wachovia for each item or check deposited under this Service that Wachovia, as sending bank or reconvert bank, as applicable, gives pursuant to Check 21, Regulation CC, Subpart D, or applicable image exchange rules or other agreements that govern Wachovia in clearing the items, including clearing house rules, federal reserve board regulations and operating circulars, and bank to bank image exchange agreements.

You acknowledge and agree that the services described in this Service Description are available only for United States dollar-denominated

checks drawn on United States banks. Transmission to Wachovia of images of US dollar-denominated checks drawn on any non-United States bank or images payable in any currency other than US dollars (each a "Ineligible Item") via the deposit options listed in this document is in violation of this Service Description. Wachovia assumes no responsibility for any Ineligible Items transmitted for deposit and you must indemnify and hold Wachovia harmless for any losses, you or Wachovia may suffer or which are suffered by a third-party and are asserted against Wachovia or you resulting from processing such items. The originals of all non-conforming items must be processed by you via standard paper cash letter deposit methods and must adhere to Wachovia standards for depositing checks.

5. Controlling Documents/Laws/rules/Regulations.

By using Remote Deposit Capture and any other Treasury Services available through Remote Deposit Capture, you agree to be bound by the terms of the Remote Deposit Capture Service Description and the Service Description(s) for any other services you use and by your Commercial Deposit Agreement with Wachovia. All such documents are incorporated herein by reference. The current version of your deposit agreement can be obtained from your Treasury Sales Officer. The current version of this Service Description can be obtained from your Treasury Sales Officer.

Funds Transfer services received via this Service are governed by and subject to applicable provisions of your Deposit Agreement and by Wachovia's operating rules and security procedures in effect at the time of the transaction. ACH services received via this Service are governed by and subject to applicable provisions of your Deposit Agreement and by NACHA rules in effect at the time of the transaction.

Because you will be retaining the original document of all items deposited through Wachovia's Remote Deposit Capture services, any deposited item returned unpaid from the drawee bank will be returned in the form of a substitute check. Based on the Check Clearing Act of the 21st Century ("Check 21") implemented in the United States of America on October 28, 2004, substitute checks are the legal equivalent of original items and must be accepted as such by any user of Wachovia's Remote Deposit Capture solutions. Such returns may be scanned for re-deposit, subject to applicable return regulations. Therefore, DO NOT redeposit the original item.

The Remote Deposit Capture services are made possible by advances in technology and by the enactment of Check 21 and other laws. Under these laws and under agreements with other financial institutions, among other things, Wachovia makes representations and warranties to such institutions that the images and substitute items it places into the clearing process are faithful recreations of the original paper item.

Wachovia also provides assurances to such institutions that duplicate images of the same item will not be presented for payment and that the original physical item, from which the image was created, will not be presented for payment. As stated above in this Service Description, you assume responsibility to safe keep and/or destroy each original paper negotiable instrument that is used to create the images and MICR information input into the Remote Deposit Capture system. You also agree not to submit more than one image of the same item to Wachovia or any other bank or entity.

In the absence of gross negligence or willful misconduct on the part of Wachovia or any Wachovia vendor who provides systems or services in support of the Remote Deposit Capture service, you agree to indemnify and hold Wachovia harmless for (and agree to immediately reimburse Wachovia for) reasonable legal fees and damages of any nature sought against Wachovia under applicable law or asserted under any legal theory or sought as a result of breaches asserted against Wachovia in connection with Wachovia's provision of this service. This obligation includes and applies to damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate images by any person or resulting from claims that the image or substitute item created from an image is not an accurate and unaltered recreation of the item as originally drawn by the drawer/maker of the item.

Any RDC or RDCO Software provided to you by or through Wachovia is the property of Wachovia or its suppliers and is provided to you under a limited, non-transferable license. You are hereby granted a limited license to use this software solely in connection with receiving the services listed. You agree that all such software and related material will be returned to Wachovia or its designee upon request or termination of this Service for any reason. You further agree to execute any additional licensing documentation that may be required by Wachovia and/or its suppliers from time-to-time in connection with making such software available to you.

Updated: June, 2008.

EXHIBIT R Financial Forms

The Financial part of the Proposal must respond to all of the mandatory sections as set forth in IFB, **Error! Reference source not found.**54.04 in the formats as specified and using the forms set forth in IFB, 0, Schedule 1 and Schedule 2, and if applicable Schedule 3.

REDACTED INFORMATION TO FOLLOW.

**Schedule of Fees and Expenses
Direct Fee**

Schedule 1 (Page 1 of 1)

**Schedule of Rates for Payment and Billing
Direct Fees**

PROJECT SERVICE	Projected Yearly Volumes				
Lockbox Services ⁽¹⁾					
Courier Pick-Up ⁽²⁾					
Check Paid/Deposits Processed ⁽³⁾					
Wires in /Wires out ⁽⁴⁾					
PROJECT SERVICE	Projected Yearly Volumes				
Lockbox Services ⁽⁵⁾	118,000				
Courier Pick-Up ⁽⁶⁾	260				
Check Paid/Deposits Processed ⁽⁷⁾	142,000				
Wires in /Wires out ⁽⁸⁾	180				
TOTALS ⁽⁹⁾					

Footnotes:

- ⁽¹⁾ Lockbox Services must be quoted on a "Per Envelop Processed" basis
- ⁽²⁾ Courier Pick-Up must be quoted on a "Per Day" basis
- ⁽³⁾ Check Paid/Deposits Processed must be quoted on a "Per Check or Money Order Processed" basis
- ⁽⁴⁾ Wires in /Wires out must be quoted on a "Per Wire" basis
- ⁽⁵⁾ Lockbox Services Projected Annual Cost for each year equals that year's associated "Per Envelop Processed" fee times 118,000
- ⁽⁶⁾ The Projected Yearly Volume amount of 260 calculated as: 5 days per week, 52 weeks per year. Courier Pick-Up Projected Annual Cost for each year equals that year's "Per Day" fee times 260
- ⁽⁷⁾ Check Paid/Deposits Processed Projected Annual Cost for each year equals that year's "Per Check or Money Order Processed" fee times 142,000
- ⁽⁸⁾ Wires in /Wires out Projected Annual Cost equals that year's "Per Wire" fee times 180
- ⁽⁹⁾ TOTALS for each year equals the sum of that year's Lockbox, Non-Lockbox, Check Paid/Deposits Processed and Wires In/Wires Out Projected Annual Cost amounts

⁽¹⁰⁾ PROJECTED FIVE YEAR COST equals the sum of the Year 1, Year 2, Year 3, Year 4 and Year 5 TOTALS amounts

**Schedule of Fees and Expenses
Compensation Balance**

Schedule 2 (Page 1 of 1)

**Schedule of Rates for Payment and Billing
Compensation Balance**

PROJECT SERVICE

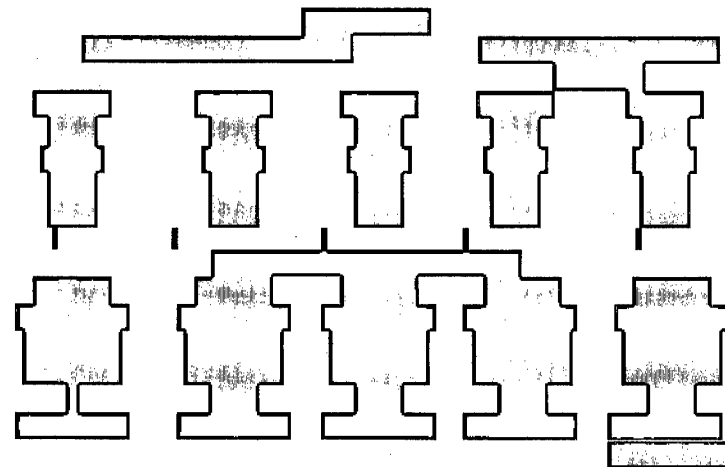
- Lockbox Services ⁽¹⁾
- Courier Pick-Up ⁽²⁾
- Check Paid/Deposits Processed ⁽³⁾
- Wires in /Wires out ⁽⁴⁾

PROJECT SERVICE

- Lockbox Services ⁽⁵⁾
- Courier Pick-Up ⁽⁶⁾
- Check Paid/Deposits Processed ⁽⁷⁾
- Wires in /Wires out ⁽⁸⁾
- TOTALS ⁽⁹⁾

Projected
Yearly Volumes

Lockbox Services ⁽⁵⁾	118,000
Courier Pick-Up ⁽⁶⁾	260
Check Paid/Deposits Processed ⁽⁷⁾	142,000
Wires in /Wires out ⁽⁸⁾	180



Footnotes:

- ⁽¹⁾ Lockbox Services must be quoted on a "Per Envelop Processed" basis
- ⁽²⁾ Courier Pick-Up must be quoted on a "Per Day" basis
- ⁽³⁾ Check Paid/Deposits Processed must be quoted on a "Per Check or Money Order Processed" basis
- ⁽⁴⁾ Wires in /Wires out must be quoted on a "Per Wire" basis
- ⁽⁵⁾ Lockbox Services Projected Annual Cost for each year equals that year's associated "Per Envelop Processed" fee times 118,000
- ⁽⁶⁾ The Projected Yearly Volume amount of 260 calculated as: 5 days per week, 52 weeks per year. Courier Pick-Up Projected Annual Cost for each year equals that year's "Per Day" fee times 260
- ⁽⁷⁾ Check Paid/Deposits Processed Projected Annual Cost for each year equals that year's "Per Check or Money Order Processed" fee times 142,000
- ⁽⁸⁾ Wires in /Wires out Projected Annual Cost equals that year's "Per Wire" fee times 180
- ⁽⁹⁾ TOTALS for each year equals the sum of that year's Lockbox, Non-Lockbox, Check Paid/Deposits Processed and Wires In/Wires Out Projected Annual Cost amounts
- ⁽¹⁰⁾ PROJECTED FIVE YEAR COST equals the sum of the Year 1, Year 2, Year 3, Year 4 and Year 5 TOTALS amounts

**Schedule of Fees and Expenses
Optional Services**

Schedule 3 (Page 1 of _____)

**Schedule of Rates for Payment and Billing
Optional Services**

If the Offeror chooses not to propose any Optional Services beyond the Project Services as required by the IFB, the Offeror should so advise the Department by placing a check mark in the following box: The Offeror is not proposing any Optional Services beyond the Project Services as required by the IFB as part of its Proposal.

If the Offeror is choosing to propose Optional Services beyond the Project Services as required by the IFB, the Offeror should place a check mark in the following box and complete the table below: The Offeror is proposing Optional Services beyond the Project Services as required by the IFB as part of its Proposal.

ID# ⁽¹⁾	Header Name ⁽²⁾	Component Description ⁽³⁾	Unit Rate ⁽⁴⁾	Pricing Methodology ⁽⁵⁾	Pricing Assumptions ⁽⁶⁾
1					

Insert Rows above as necessary

- (1) Assign an identification number to each Optional Service proposed and to each subcomponent of each service, if any.
- (2) Briefly identify the nature of the Optional Service proposed.
- (3) For each Optional Service briefly identify each subcomponent, if any.
- (4) For each Optional Service and each of its subcomponents, if any, quote the unit rate for the service/component proposed. All unit rates quoted must remain fixed for the potential five year term of the Agreement. If a service has multiple separately priced components either provide the sum of the components if possible or leave blank and so note in the Pricing Assumptions box.
- (5) Identify the basis upon which the proposed pricing is based; e.g., annual, per transaction processed, etc.
- (6) Indicate whether or not the Offeror's quoted rate is based on certain assumptions and if so list those assumptions on a separate document and attach it to the Schedule 3 submitted.