

PURCHASE ORDER



WV State Treasurer's Office
Bldg. 1, Suite E-145
1900 Kanawha Blvd., E
Charleston, WV 25305

PURCHASE ORDER NO. STO12E02

CHANGE ORDER NO. 2

VENDOR:

BB&T
Attn: Michael Holtsclaw
300 Summers Street
Charleston, WV 25301

Email: mholtsclaw@BBANDT.com
Tele: 304.348.7078 / Fax: 304.348.1185

Invoice to:

WV State Treasurer's Office
Attn: Accts Payable
Building 1, Suite E-145
1900 Kanawha Boulevard, East
Charleston, WV 25305

FEIN/SSN:	561074313
FUND:	1322-FY-1300-099-089
ACCOUNT NO.	07309
DATE:	2/6/13
UC/WC Verify:	Yes
SOS Verify:	Yes
i-Comp Verify:	Yes
DOA TEAM ID#	417144036
FIMS ID#	83502

Ship to:

WV State Treasurer's Office
Cash Management Division

Quantity	Description	Unit Price	Total
	<u>Change Order #2</u>		
	The purpose of this change is to update the contact names for the role of Contract Manager and Dedicated Merchant Services Representative, effective 3/1/2013. Michael Holtsclaw – Contract Manager Angie Truman – Dedicated Representative Rebekah Brantley – Dedicated Representative See attached for contact info		
		TOTAL	

By: 2.7.2013
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

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ASSISTANT/GENERAL COUNSEL: DATE: 2/6/13

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

January 30, 2013

State Government/Public Funds Group
Mailcode: 725-01-01-72
300 Summers Street
Charleston, WV 25301
Office (304) 348-7078
Fax (304) 348-1185

Misty Price
Deputy Treasurer
1 Players Club
Charleston, WV 25311

Change in Terms Notification
Proposed Change Order to STO12E02, Merchant Services Contract

BB&T is requesting to modify and update the contact names listed as contract Manager and Dedicated Representative provided to you in section 1-6 s, of the Merchant Services Contract, STO12E02. Due to the impending realignment within BB&T and the dedicated WV State Government department, the role of Contract Manager currently held by Regina Lewis will be changed to Michael Holtsclaw.

Mike will serve as the contact for all contract negotiations and management processes along with any legal or necessary contract modifications. Mike, as the State of WV Account Manager, continues to have the responsibility of all new sales and oversight of all new process and service implementation for the business units of the State.

Angie Truman will be the primary Merchant Services contact for all items administrative duties related to training, operations, programming and new service implementation. Angie will be the initial contact for all Merchant Support. She will serve as the primary contact for agencies and will be the first point of contact for problem resolution or any system issues.

Angie has worked with Regina for many years and has a solid knowledge of the contract and has been instrumental in all of the current client installations and product support. Angie will be the primary point of contact, for all agencies, for purposes of this agreement beginning March 1, 2013 (1-6 s. 2.).

Due to the increased responsibilities of Angie Truman we will add additional support services to our business unit for the State. We will be adding Rebekah Brantley to our staff as a Dedicated Representative for the contract; she will also be serving as Contract Manager for the purposes of this agreement. Rebekah will be a dedicated representative for problem resolutions related to this agreement beginning March 1, 2013 (1-6 s. 2.). Rebekah has a good knowledge of Merchant Services and will provide phone support to State Agencies.

Change to section 1-6 s. 1. Contract Manager:

Michael Holtsclaw
300 Summers Street FL2
Charleston, WV 25301
Phone 304-348-7078
Fax 304-348-1185
mholtsclaw@BBANDT.COM

Change to section 1-6 s. 2. Dedicated Representative:

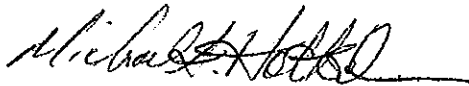
Angie Truman
300 Summers Street FL2
Charleston, WV 25301
Phone 304-353-1576
Fax 304-348-1185
MTRUMAN@BBANDT.COM

Rebekah Brantley
2713 Forest Hills Drive
Wilson NC 27893-4432
Phone 252-296-7083
Fax 252-293-9099
Rebekah.brantley@bbandt.com

Please refer to the attached page detailing the experience and qualifications of these individuals. In addition to Rebekah we continue to have the dedicated staff of our merchant call center to assist in any and all issues related to the Merchant Contract.

BB&T values your relationship and is committed to providing the best payment processing products and services in the industry. We are committed to providing the highest level of support and feel these changes will support the needs of all agencies who utilize the services provided by this contract.

Regards,



Michael Holtsclaw
Senior Vice President
Business Deposit Officer
Public Funds/State Government Group Manager