



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2016-10-07

Order Number: AMA 1300 1300 STO1700000002	Procurement Folder: 165637
Document Name: CM Banking & Depository Services	Reason for Modification: Administrative Change - Attach STO WV96 Form
Document Description: CM Banking & Depository Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Best Way	Effective Start Date: 2017-01-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000213792 BB & T 300 SUMMERS ST CHARLESTON WV 25301-1624 US Vendor Contact Phone: (304) 348-7078 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Alberta Kincaid Requestor Phone: (304) 341-0723 Requestor Email: alberta.kincaid@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Shelly Murray DATE: 2016-10-07 ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, BB & T, agrees to enter with the West Virginia State Treasurer's Office (STO), into an open end contract to provide the STO with Banking & Depository Services per the Specifications, Terms & Conditions, Bid Requirements, Addendum No. 1 Dated 12/21/2015, the Vendor's Proposal dated 01/16/2016, and the Attached Clarifications incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.000000
	Service From	Service To			
	2017-01-01	2019-12-31			

Commodity Line Description: Banking and investment

Extended Description:

PLEASE SEE ATTACHED COST SHEET

AGREEMENT ADDENDUM

STO-WV96
Rev. 9/2011

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the General Counsel of the West Virginia State Treasurer’s Office.

ACCEPTED BY:
WEST VIRGINIA STATE TREASURER’S OFFICE (Agency)

Signed: _____
Title: _____
Date: _____

VENDOR

Company Name: BB&T
Signed: Michael Heltsclaw
Title: SENIOR VICE PRESIDENT
Date: 9/16/2016



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2016-10-05

Order Number: AMA 1300 1300 STO1700000002	Procurement Folder: 165637
Document Name: CM Banking & Depository Services	Reason for Modification:
Document Description: CM Banking & Depository Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Best Way	Effective Start Date: 2017-01-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000213792 BB & T 300 SUMMERS ST CHARLESTON WV 25301-1624 US Vendor Contact Phone: (304) 348-7078 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Alberta Kincaid Requestor Phone: (304) 341-0723 Requestor Email: alberta.kincaid@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Bryan Archer DATE: 2016-10-05 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, BB & T, agrees to enter with the West Virginia State Treasurer's Office (STO), into an open end contract to provide the STO with Banking & Depository Services per the Specifications, Terms & Conditions, Bid Requirements, Addendum No. 1 Dated 12/21/2015, the Vendor's Proposal dated 01/16/2016, and the Attached Clarifications incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.000000
	Service From	Service To			
	2017-01-01	2019-12-31			

Commodity Line Description: Banking and investment

Extended Description:

PLEASE SEE ATTACHED COST SHEET

STO170000002	Document Phase Final	Document Description CM Banking & Depository Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CLARIFICATIONS

The following clarifications are made to ARFP# STO16*03:

1. ORDER OF PRECEDENCE: The agreement between the parties consists of the following documents, in the order of precedence hereby listed:

1. Agency Master Agreement (includes these clarifications);
2. WV-96;
3. RFP General Terms and Conditions;
4. BB&T's Response to ARFP# STO16*03; and
5. ARFP# STO16*03.

The STO understands that the documents included in the Appendix of Attached Exhibits of BB&T's Response to ARFP# STO16*03 are included as part of the agreement. However, for clarification purposes, any conflicts, ambiguities, or questions shall be resolved by the document precedence referenced above.

2. PREVIOUS AGREEMENTS WITH INDIVIDUAL AGENCIES: The STO and BB&T understand that since BB&T is the incumbent holder of this contract, there are existing agreements between BB&T and individual agencies that will remain in effect under ARFP#STO16*03 including Remote Deposit Agreements. However, for clarification purposes, any conflicts, ambiguities, or questions shall be resolved by the document precedence referenced above.

3. INSURED CASH SWEEP (ICS): The STO desires to participate in the ICS savings option as offered by BB&T. The STO and BB&T shall mutually agree upon a date acceptable for implementation of the ICS savings option. Prior to implementation, the STO and BB&T agree to execute the related agreements associated with this service (Exhibit I-IS of the BB&T's response to ARFP# STO16*03) that is in accordance with applicable law and acceptable to both parties. Any agreement signed for this service will be incorporated and made part of through the execution of an amendment.

BB&T Cost Proposal for Banking Services

For



STO16*03 Banking Services
January 19, 2016
1:30 PM

Presented by:



Relationship Manager

Michael Holtsclaw, SVP

Business Deposits Officer
300 Summers St Fl 2
Charleston, WV 25301
Office: (304) 348-7078
Fax: (304) 348-1185
MHoltsclaw@bbandt.com

Treasury Consultant

Brenda Hudnall, VP

Payment Solutions Consultant
120 Fairmont Ave
Fairmont, WV 26554
Office: (304) 368-3201
Fax: (304) 368-3244
BHudnall@bbandt.com

REQUEST FOR PROPOSAL

West Virginia State Treasurer's Office
ARFP STO16*03 Banking Services

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope.
Cost should be clearly marked.

Vendor Name: BBCT

Vendor must complete this Cost Proposal Form and submit it in a separate, sealed envelope, marked "Cost Proposal" with its Proposal. Include a complete listing of all fees, charges and costs to provide the Services, and state the per-transaction fee or charge and the annual fee or charge, if any, for each. The hourly rates, and all-inclusive maximum prices quoted, shall remain fixed for the initial term of the contract. Prices shall include all shipping, travel, lodging, meals and other related costs, payable in arrears. Please complete each category; if Vendor does not intend to designate a fee for a specific item, mark it as "zero" cost. Shaded areas are not intended to be completed.

Vendor understands that all Services will be provided and billed for based upon actual quantities used. The quantities provided are general estimates only and shall only be used for evaluation purposes. Vendor hereby proposes to provide the basic Services as anticipated below.

Section 1: SERVICES		Quantity per Month	Unit Rate per Item	Monthly Cost = Quantity X Rate per Item	TOTAL Annual Cost = Monthly Cost X 12
1	DDA Account Maintenance (2.2)	7 Accounts	\$100.00	\$700.00	\$8,400.00
2	Cash Management - Disbursement Account Ancillary Fees (4.1.1)				
2a	Stop Payments	225	\$5.00	\$1,125.00	\$13,500.00
2b	Checks Paid and Other Debits	90,000	\$0.09	\$8,100.00	\$97,200.00

2c	Checks Paid - Rejected	40	\$0.00	\$0.00	\$0.00
2d	Check Image Transmission Maintenance Fee	1		\$25.00	\$300.00
2e	Check Image Transmission - Per Item	80,000	\$0.02	\$1,600.00	\$19,200.00
2f	Check Image Transmission Service Fee	1		\$75.00	\$900.00
2g	CD-ROM/DVD Duplicate Disk	1	\$0.00	\$0.00	\$0.00
3	Cash Management - Other Account Ancillary Fees (4.1.2)				
3a	Overdraft Fee	50	\$0.00	\$0.00	\$0.00
3b	State Issued Check Cashing Fee: Non-bank customer	75	\$0.00	\$0.00	\$0.00
3c	Other Credits Posted	1,650	\$0.25	\$412.50	\$4,950.00
3d	ACH Credits	4,500	\$0.12	\$540.00	\$6,480.00
3e	ACH Debits	285	\$0.12	\$34.20	\$410.40
3f	Deposited Checks Drawn on Depository	13,000	\$0.065	\$845.00	\$10,140.00
3g	Deposited Checks Drawn on In-State Depository	58,000	\$0.065	\$3,770.00	\$45,240.00
3h	Deposited Checks Drawn on Other Depository	25,000	\$0.065	\$1,625.00	\$19,500.00
3i	Coin and Currency Deposit Fee	1	Flat Fee	\$200.00	\$2,400.00
3j	Deposit Correction	3	\$0.00	\$0.00	\$0.00
3k	Night Deposit Service	0	\$0.00	\$0.00	\$0.00
3l	Change Orders (5.2.2.4)	80	Flat Fee	\$320.00	\$3,840.00
3m	Check Image with Statement	5	\$0.00	\$0.00	\$0.00
3n	Check Returns with Statement	1	\$0.00	\$0.00	\$0.00
3o	AR Box Services (4.3.5)	1	\$40.00	\$40.00	\$480.00
3p	AR Box Per Item (4.3.5)	200	\$0.10	\$20.00	\$240.00
3q	Mail (USPS) for AR Box (4.3.5)		\$0.00	\$0.00	\$0.00
3r	Returned Deposited Items - Special Handling	15	\$0.00	\$0.00	\$0.00
3s	Returned Deposits - Standard	150	\$6.00	\$900.00	\$10,800.00
3t	Redeposit - Standard	200	\$0.00	\$0.00	\$0.00
3u	Armored Car/ Courier Service (Location Pickups in Exhibit for 5.2.2.4)	55	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
3v	Vault - Coin and Currency	70,000	\$0.0012	\$84.00	\$1,008.00
3w	Vault - Coin Deposit Standard	0	\$0.00	\$0.00	\$0.00
3x	Vault - Coin Deposit Non-Standard	0	\$0.00	\$0.00	\$0.00

3y	Vault - Change Order Standard	2	\$0.00	\$0.00	\$0.00
3z	Vault - Change Order Non- Standard	5	\$0.00	\$0.00	\$0.00
3aa	Vault - Change Order Late	75	\$0.00	\$0.00	\$0.00
3bb	Vault - Currency Sales	3,000	\$0.0010	\$3.00	\$36.00
3cc	Vault - Coin Roll Sales	30	\$0.10	\$3.00	\$36.00
3dd	Vault - Coin Supplied Box	0	\$0.00	\$0.00	\$0.00
4	Wires & Transfers - Ancillary Fees (4.2)				
4a	Account Funds Transfers	110	\$0.00	\$0.00	\$0.00
4b	Incoming Wires Domestic	85	\$4.00	\$340.00	\$4,080.00
4c	Incoming International Wires	20	\$4.00	\$80.00	\$960.00
4d	Outgoing Wires Domestic	175	\$7.50	\$1,312.50	\$15,750.00
4e	Outgoing Wires International	10	\$30.00	\$300.00	\$3,600.00
4f	Wire Advice - Fax (Notifications)	140	\$0.00	\$0.00	\$0.00
5	Miscellaneous and Quality Control - Ancillary Fees (4.3)				
5a	ACH Debit Block & Filter Fee	5	\$25.00	\$125.00	\$1,500.00
	ACH Account Block Report	3	\$10.00	\$30.00	\$360.00
5b	Check Stock	85,000	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
5c	W2's (total # of document forms per year)	100,000	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
6	Reporting - Ancillary Fees (4.4)				
6a	Electronic Bank Statements (6 Accounts Monthly & 1 Account Daily)	30	\$0.00	\$0.00	\$0.00
6b	Hard-copy Bank Statements	6	\$0.00	\$0.00	\$0.00
7	Systems - Ancillary Fees (4.5)				
7a	Online System Charge		Flat Fee	\$280.00	\$3,360.00
7b	Online Positive Pay Maintenance Charge		Flat Fee	\$140.00	\$1,680.00
7c	Online positive Pay Items	5	\$0.05	\$0.25	\$3.00
7d	Online positive Pay Image	1	\$1.00	\$1.00	\$12.00
7e	Online User ID (Per Each User)	20	\$0.00	\$0.00	\$0.00

7f	Endorsement Stamps	1	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
7g	Deposit Bags	235	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
7h	Deposit Slips/ tickets (Per Order)	18	Vendor Cost Plus 5%	See Ancillary Fee Attachment	
8	Deposit Account Usage Fee (FDIC) (4.8)				
	Average Ledger Balance:	\$ 14,224,640.00	0.0001333	\$ 1,896.14	\$ 22,753.73
9	Systems - Hardware & Software (4.9)				
9a	Banking System Application Fee - Other		0	0	0
	For 10 Below use calculation:	<i>Ledger balance minus deduction = Net Ledger Balance</i>	<i>Earnings Credit Rate %</i>	<i>Net Ledger Balance x % rate = Monthly Amount</i>	<i>Monthly Amount X 12 = Total Annual Cost</i>
10	Earnings Credit Rate (Calculation based on 31 day month)				
	Average Ledger Balance:	\$ 14,224,640.00			
	Less any deduction (i.e. Reserve):	0.00%			
	Net Ledger Balance:	\$ 14,224,640.00	0.70%	\$ 8,456.84	\$ 101,482.09
11	Incentives/ Rebates (4.8.4) - List below (Please use own calculation to determine Annual Total)				
	See Attached Incentive Details				
	GRAND TOTAL (Sum of 1 - 11):			\$ 16,469.75	\$ 197,637.04

Base Cost Evaluation will include items 1 – 11 for the **Total Annual Cost**. Desirable items in 12 below may or may not be purchased in the future.

Section 1: OTHER SERVICES		Quantity per Month	Unit Rate per Item	Monthly Cost = Quantity X Rate per Item	TOTAL Annual Cost = Monthly Cost X 12
12a	Remote Deposit Monthly Fee (Charge per Spending Unit) (4.1.2.6)			\$50	\$600
12b	Remote Deposit - Per Deposit Item	3,200	\$ 0.13	\$416	\$4,992
	Place any tier pricing or other related services in spaces below:				
	See Standard OnSite Package Pricing Attachment				
	Equipment: Provide list to support proposed cost and fees for the below.	Purchased New	Purchased Refurbished	Monthly Rental	
	Check Readers/Scanners				
	Panini Vision X - 50 (50 Doc Feeder)	\$ 936.00	N/A	N/A	
	Panini Vision X - 50 (100 Doc Feeder)	\$ 1,193.50	N/A	N/A	
	Panini Vision X 75 (100 Doc Feeder)	\$ 1,388.50	N/A	N/A	
	Panini Vision X 100 (100 Doc Feeder)	\$ 1,583.50	N/A	N/A	

Vendor hereby covenants, agrees and acknowledges that Vendor will provide the Services specified in the RFP and contained in its Technical Proposal for the amount(s) proposed on this Cost Proposal Form and that the person signing this Cost Proposal Form has authority to bind the Vendor.

MICHAEL HOOTSCLAW, SVP
Printed Name

Michael Hootsclaw, SVP
Authorized Signature

Relationship Discount Opportunity

While BB&T understands that the State has decided to separate the Tax processing from the main Cash Management contract, BB&T will offer an additional discount to the State based on the total relationship should BB&T prevail in both the Tax and Cash Management RFP's. This incentive was not detailed in our Cost sheet provided and will be an added savings to the STO.

BB&T will provide the State of WV with a discount on the pricing related to ARFP STO 16*04, if BB&T secures **both** the STO 16*03 Cash Management Contract and the STO 16*04 Tax Contract. The incentive will apply to the following listed items and will result in a savings of an estimated **\$22,228**, annually based on the volumes provided in the RFP.

The **Earnings Credit Rate (ECR)** listed in the Tax Bid, 0.45%, will be increased to match the STO Cash Contract rate of 0.70%. An estimated increase in earnings of \$5,428.04 annually based on the illustration amounts provided in the RFP.

Deposited Checks Drawn on Depository/In State/Other will be reduced from \$0.10 in the Tax contract (STO 16*04 Tax) to the discounted price of \$0.065, the same as listed in the Cash Management Contract (STO 16*03). This change will save the State an estimated annual amount of \$16,800, based on the illustrated volumes listed in the RFP.

The above line item price matching will be held in place for the initial three year term of the contract when both contracts are performed by BB&T.

BB&T strives to provide value where possible. By maintaining a larger relationship we are often able to provide additional relationship savings to our clients. BB&T appreciates the relationship with the State and will provide this added savings if awarded the contracts.

Respectfully submitted,

Michael Holtsclaw, SVP

Michael Holtsclaw, SVP

BB&T

Ancillary Fees

The following Vendors are subject to a 5% processing fee assessed by BB&T for payment

Fees will be included on monthly activity invoice

Vendor	Estimated Average Monthly Charges
Brinks	\$ 860.00
Loomis	\$ 6,900.00
Garda	\$ -
TranSource	\$ 3,350.00
Moore Wallace	\$ 8,700.00
Federal Reserve	\$ 3,300.00

Vendors with pass thru cost - payment processed directly to Vendor

Vendor	Estimated Average Monthly Charges
Instream	Based on need of purchase

Prices are based on Instream Fulfillment Services attachment Included in cost proposal

INSTREAM FULFILLMENT SERVICES

BB&T Customer		Purchase Order #:	
Company Name:			
BB&T Customer ID:		Order Date:	
Ship To: <input type="checkbox"/> check box if residential address is entered		Invoice To: <input type="checkbox"/> check box if same as "Ship To" address	
Company Name:		Company Name:	
Address1:		Address1:	
Address2:		Address2:	
City, State Zip:		City, State Zip:	
Phone:	Email:	Phone:	Email:
Attn:		Attn:	
Freight Terms: Pre-paid and added to invoice			
Freight Method: <i>(Note: if a freight method is not selected, the scanner will be shipped by FedEx Ground)</i>			
<input type="checkbox"/> FedEx Ground (may take up to 5 days)		<input type="checkbox"/> FedEx – Overnight (by 3:00PM next day)	
<input type="checkbox"/> FedEx – 2 day (by 3:00PM)		<input type="checkbox"/> FedEx – Overnight Priority (by 10:00AM next day)	

Company Individual Authorized to Initiate Purchase:	
Signature	Print Name

Payment Terms – InStream and BB&T customer agrees to the terms and conditions following this purchase order.	
<input type="checkbox"/> Select to pay via ACH DEBIT:	
Account Number:	Account Number:
Bank Routing Number:	<input type="checkbox"/> Confirmed account does not have ACH debit block services
<input type="checkbox"/> Select to pay via CREDIT CARD: Card Type (check one): <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard	
Credit Card Number:	Credit Card Name:
3 Digit Authorization Number <i>(Back of Card):</i>	Expiration Date (MM/YY):
<input type="checkbox"/> Select to be invoiced and pay via: CHECK	
Note: Payment of invoice is due upon receipt of invoice. Late fees apply if payment is not received within 30 days of shipment	

Products Purchased

Qty	Scanners	Model #	Unit Price		Total		
	Panini Vision X 1 – Single Document, no ink jet	PAI-VX50.1.1F.NJ	\$583				
	Panini Vision X 50 – 50 doc feeder, no ink jet	PAI-VX50.1.SF.NJ	\$936				
	Panini Vision X 50 – 50 doc feeder, no ink jet Add: Feeder Upgrade to 100 Documents	PAI-VX50.1.SF.NJ PAI-UP.VX.SF-FF	\$1,193.50				
	Panini Vision X 50 – 50 doc feeder, no ink jet Add: Feeder Upgrade to 100 Documents Add: Speed Upgrade to 75 DPM	PAI-VX50.1.SF.NJ PAI-UP.VX.SF-FF PAI-UP.VX.50-75	\$1,388.50				
	Panini Vision X 50 – 50 doc feeder, no ink jet Add: Feeder Upgrade to 100 Documents Add: Speed Upgrade to 100 DPM	PAI-VX50.1.SF.NJ PAI-UP.VX.SF-FF PAI-UP.VX.50-100	\$1,583.50				
Qty	Panini 50 Upgrade Options Description	Model #	Unit Price	Serial #s	Total		
	Panini Vision X Upgrade – 50 to 75 DPM	PAI-UP.VX.50-75	\$195				
	Panini Vision X Upgrade – 50 to 100 DPM	PAI-UP.VX.50-100	\$390				
	Panini Vision X Upgrade – 75 to 100 DPM	PAI-UP.VX.75-100	\$195				
	Document Feeder Upgrade – 50 doc to 100 doc	PAI-UP.VX.SF-FF	\$235				
Qty	Advanced Unit Exchange (AUE)	1 Year	2 Years	3 Years	Adj. Est.	Date	Total
	Panini Vision X 50–AUE–1F, 50, 75, 100	<input type="checkbox"/> \$100	<input type="checkbox"/> \$186	<input type="checkbox"/> \$275			

InStream LLC and BB&T customer agree to the terms and conditions following this purchase order.

InStream LLC 240 Great Circle Road Suite 342 Nashville, TN 37228 Phone: 615-345-6609 Attn: Julie Gregory

BB&T OnSite DepositSM – Scanner Price Listing

Panini Vision X – 1F and Canon CR-180 not available for purchase as it does not meet the processing needs of the STO.

Product	Panini Vision X- 1F	Panini Vision X- 50	Panini Vision X 75	Panini Vision X 100	Canon CR-180
Brochures available at www.panini.com , www.canonusa.com					
Price ¹ (does not include shipping or sales tax)	\$583.00 with single item document feeder	\$936.00 with 50 doc feeder \$1,193.50 w/100 doc feeder	\$1,388.50 with 100 doc feeder	\$1,583.50 with 100 doc feeder	\$1,989
Feed & Throughput	Single Item Feed Up to 20 DPM ²	Batch Feed 50 DPM ²	Batch Feed 75 DPM ²	Batch Feed 100 DPM ²	Batch Feed 180 DPM ²
Daily Volume Estimates ³	Not recommend if daily volume is over 2500 items	Consider if daily volume is between 30 and 300 items	Consider if daily volume is between 300 and 1,000 items	Consider if daily volume is between 1,000 and 2,000	Consider if daily volume is 2,000+ items
Connection ⁴	USB 2.0	USB 2.0	USB 2.0	USB 2.0	USB 2.0
Advanced Unit Exchange Maintenance (optional)	\$100 – 1 year \$186 – 2 years \$275 – 3 years	\$100 – 1 year \$186 – 2 years \$275 – 3 years	\$100 – 1 year \$186 – 2 years \$275 – 3 years	\$100 – 1 year \$186 – 2 years \$275 – 3 years	\$400 – 1 year
Available Speed Upgrades	To a 50-DPM batch & 50 document feed – \$382.50	To a 75 DPM – \$195 To a 100 DPM – \$390	To a 100 DPM – \$195	N/A	N/A

General Scanner Information

- Courtesy Amount Read Rates – Amount read rates of 70-80% are average for the industry and can vary higher or lower depending on the mix and attributes of the checks being processed.
- MICR Line Read Rates – MICR line read rates generally are 98-100%
- Other Scanners Supported – OnSite Deposit may be used with scanners other than those listed, such as various Digital Check models. For a complete listing of supported scanners, please refer to the Supported Scanners reference sheet.

¹The price for the Panini 500pm/100 doc, Panini 75 dpm and Panini 100 dpm, includes fees to apply all necessary upgrades (feeder and DPM) to a base Panini 500pm/50 doc feeder model.

²DPM = Documents Per Minute (maximum rated speed).

³Estimated volume assumes a maximum total scan time of 20 minutes. Each device will support more volume with increased scan time.

⁴USB 2.0 required to achieve maximum DPM. USB 1.0/1.1 will reduce DPM throughput.

Standard OnSite Package –Required for Serial #	Location	IDs
Client Setup & Software for First Location (one-time fee)	200.00	Once
Client Setup & Software for Additional Locations (one-time fee)	75.00	Once
Monthly Maintenance (per location)	50.00	Monthly
Per Item Deposited	0.13	Per item
Purchase of Remote Deposit Scanning Hardware (lease option available - \$5,000 minimum)	\$936.00 - \$1,583.50	Fee charged by vendor – NOT analyzed by BB&T

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency"** means the West Virginia State Treasurer's Office.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Award Document"** means the document that identifies the Vendor as the contract holder.
 - 2.4. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the STO Purchasing Division.
 - 2.5. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.6. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective Upon Award and extends for a period of Three (3) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency and the Vendor. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year,

provided that the multiple renewal periods do not exceed Twenty Four (24) months in total. Automatic renewal of this Contract is prohibited.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____
_____ or more.

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the STO Purchasing Division.

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

- 8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 9. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 10. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 11. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 12. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 13. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

14. **CANCELLATION:** The STO reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The STO may also cancel any purchase or Contract upon 30 days written notice to the Vendor.
15. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
16. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
17. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
18. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
19. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
20. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor. No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the STO Purchasing Division.
21. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
22. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 23. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, and any other government agency or office that may be required to approve such assignments.
- 24. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 25. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 26. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 27. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules.
- 28. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the

applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 29. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 30. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 31. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 32. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 33. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 34. JOINT PROPOSALS AND SUBCONTRACTING:** Joint Proposals are not permitted. Subcontracting is permitted subject to STO authorization. The purchase order shall be awarded to the Vendor submitting the proposal. The Vendor awarded the purchase order shall be the sole point of contact with regard to the purchase order and shall be solely responsible for all matters provided pursuant to the purchase order, including without limitation, any tangible or intangible items provided by a subcontractor or other party.
- 35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 36. PURCHASING AFFIDAVIT:** Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts

("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

39. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.