



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
PCARD02

PAGE
1

04 D 4
R 709

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

INVOICE TO
ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

ENTERED

CHANGE ORDER
2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Purchasing Division's File Copy

POD VENDOR
*417144036 304-348-7078 BB&T BRANCH BANKING & TRUST 300 SUMMERS STREET CHARLESTON WV 25301

SHIP TO

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/24/2004	NET 30	561074313	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL - MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
			CHANGE ORDER #02
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.		
	EFFECTIVE DATE OF RENEWAL: 04/15/2004 THROUGH 04/14/2005		
	RENEWALS REMAINING: 2		
	----- NO OTHER CHANGES -----		
0001	11/24/2001	JB	946-35
	CREDIT CARD, CHARGE CARD SERVICES		
	RETURNED TO BUYER DATE: 6-2-04		
	APPROVED FOR ONE FISCAL YEAR		
	PREVIOUS PO TOTAL ==> PO INCREASE =====>		
	WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED		
	MAY 27 2004		
	Beverly Toler		
	OPEN END		
	OPEN END		
	TOTAL		

MICROFILMED

JUN 02 2004

Dwayne Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *EW 5/25/04*
AS/AS/04

BY *EVAN WILLIAMS*
Joan Boyd 5/25/04
PURCHASING DIVISION AUTHORIZED SIGNATURE

304-558-2316

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State 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 Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase 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.
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 is automatically null and void, and is terminated without further order.

March 24, 2004

Mr. Evan Williams

Buyer Supervisor
Department of Administration – Purchasing Division
2019 Washington Street, East
Charleston, WV 25305 - 0130

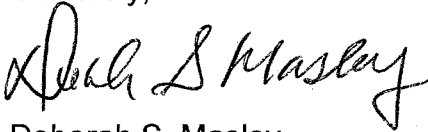
2004 MAR 29 PM 12:22
RECEIVED
PURCHASING DIVISION
STATE OF WV

Dear Mr. Williams,

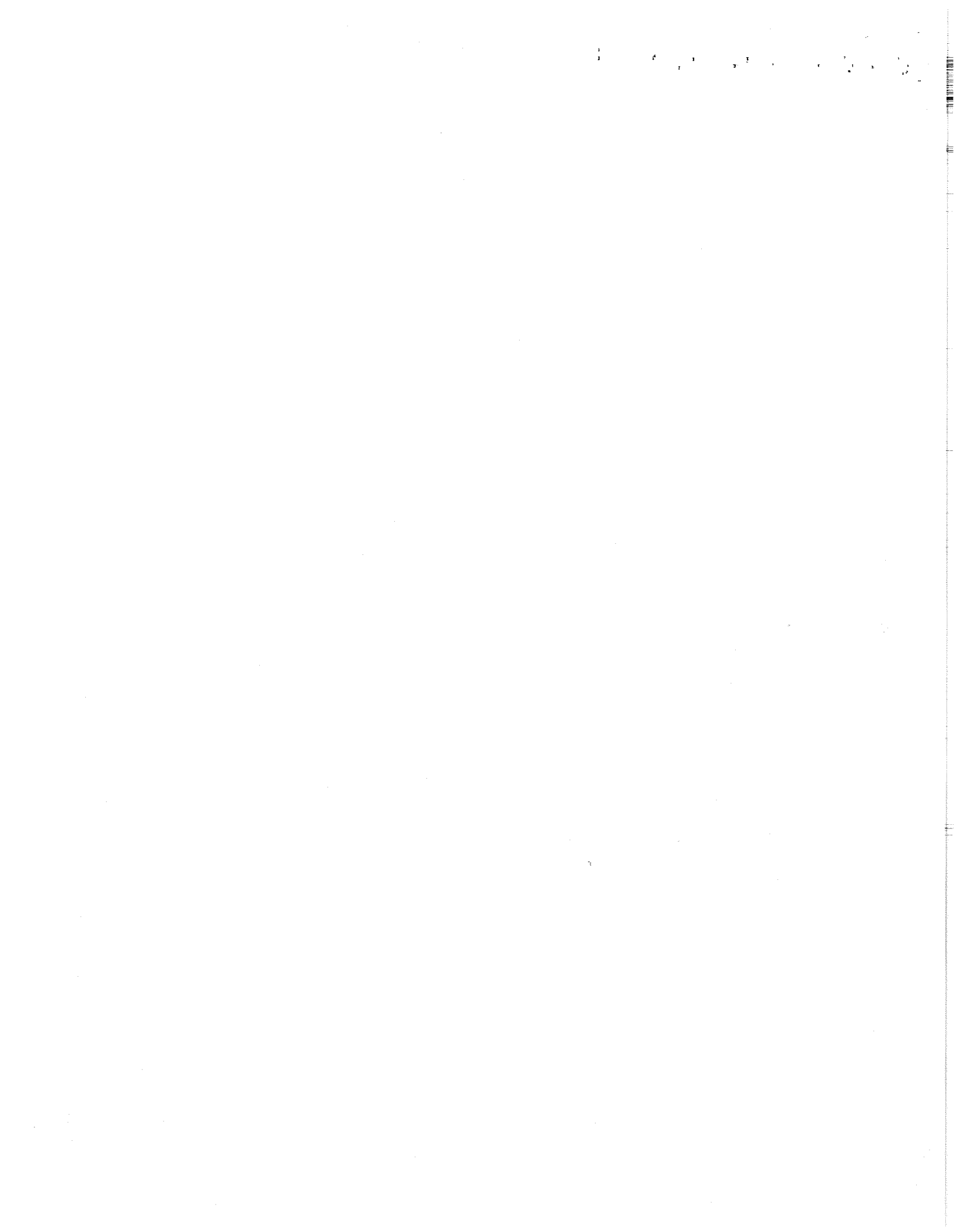
It has been brought to my attention today that the Purchasing Division may not have received the BB&T Agreement to Renew PCARD02. This contract renewal was originally approved, signed and mailed by Phyllis Arnold at BB&T – West Virginia on February 10, 2004 however I have not received the Purchase Order PCARD02 indicating the new effective dates of 4/15/2004 to 4/14/2005. Would you please review your records and provide me with a copy of the contract renewal with the new effective dates? If the letter was not received, please find the attached to the Department of Administration – Purchasing Division on February 10, 2004 to renew PCARD02 for your records.

We appreciate our long-term relationship with the State of West Virginia and we look forward to working together in 2004. Please feel free to contact me when I can be of further assistance.

Sincerely,



Deborah S. Masley
BB&T Banking Officer
State Government Purchasing Card Manager
304-348-7311



300 Summers Street
Charleston, WV 25301

RECEIVED

APR 14 2004

April 9, 2004

WV FUNDING DIVISION
DIRECTOR'S OFFICE

Mr. David Tincher
CPPO, Director
Department of Administration – Purchasing Division
2019 Washington Street, East
P O BOX 50130
Charleston, WV 25305 - 0130



Dear Mr. Tincher,

Per my correspondence with Evan Williams, both in February and March 2004, BB&T is in agreement to renew the PCARD02 contract with the State of West Virginia. Per your request in your March 31, 2004 letter to me, BB&T is in concurrence that no call center or cost center activity related to the PCARD02 contract will be performed outside of the continental United States.

We appreciate our long-term relationship with the State of West Virginia and we look forward to working together in 2004. Your support is greatly appreciated and I thank you for your time and prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Deborah S. Masley".

Deborah S. Masley
BB&T Banking Officer
State Government Purchasing Card Manager
304-348-7311

cc: The Honorable Glen B. Gainer III, State Auditor
Phyllis Arnold
Daniel Lanier

300 Summers Street
Charleston, WV 25301

February 9, 2004

Mr. Evan Williams
Buyer Supervisor
Department of Administration – Purchasing Division
2019 Washington Street, East
Charleston, WV 25305 - 0130

RECEIVED
2004 MAR 29 PM 12:22
PURCHASING DIVISION
STATE OF WV

Dear Mr. Williams,

BB&T is pleased to have the opportunity to renew the State of West Virginia PCARD02 contract. Please find the enclosed one-year renewal clause on the PCARD02 contract, which has been signed and approved by Ms. Phyllis Arnold, BB&T Regional President.

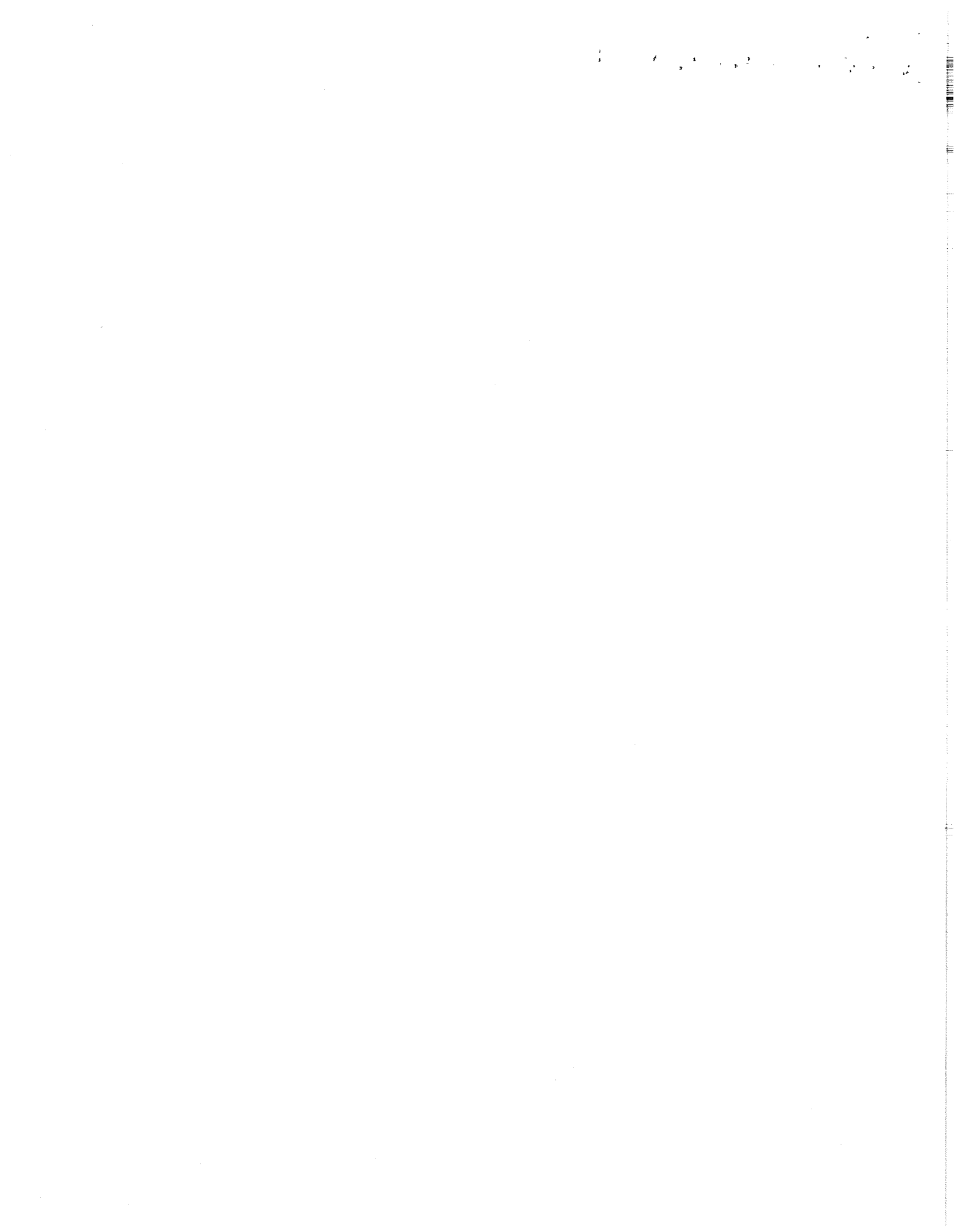
BB&T values our long-term relationship with the State of West Virginia and we look forward to working together in 2004. Please feel free to contact me when I can be of further assistance.

Sincerely,



Deborah S. Masley
BB&T Banking Officer
State Government Purchasing Card Manager
304-348-7311

cc: Jack MacDonald
Phyllis Arnold
Daniel Lanier





BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

RECEIVED
2004 MAR 22 PM 12:22
TOM SUSMAN
ACTING CABINET SECRETARY
DAVID TUNCHER
DIRECTOR
PURCHASING DIVISION
STATE OF WV

February 2, 2004

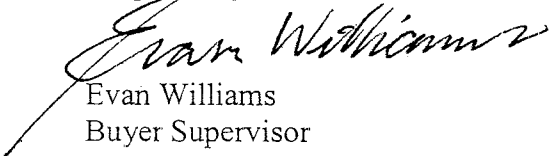
Ms. Debbie Masley
Branch Banking and Trust Co.
300 Summers Street
Charleston, WV 25301

REF: PCARD02

Dear Ms. Masley:

The subject contract has a renewal clause for one year. If your company is in agreement to renew the contract, please sign and return the original statement below.

Respectfully,


Evan Williams
Buyer Supervisor

Date February 10, 2004

We the undersigned agree to the renewal of the contract for the period 04/15/04
to 04/14/05. We have also signed and attached the No Debt Affidavit.

Company Branch Banking & Trust Co.
By Daphne H Arnold

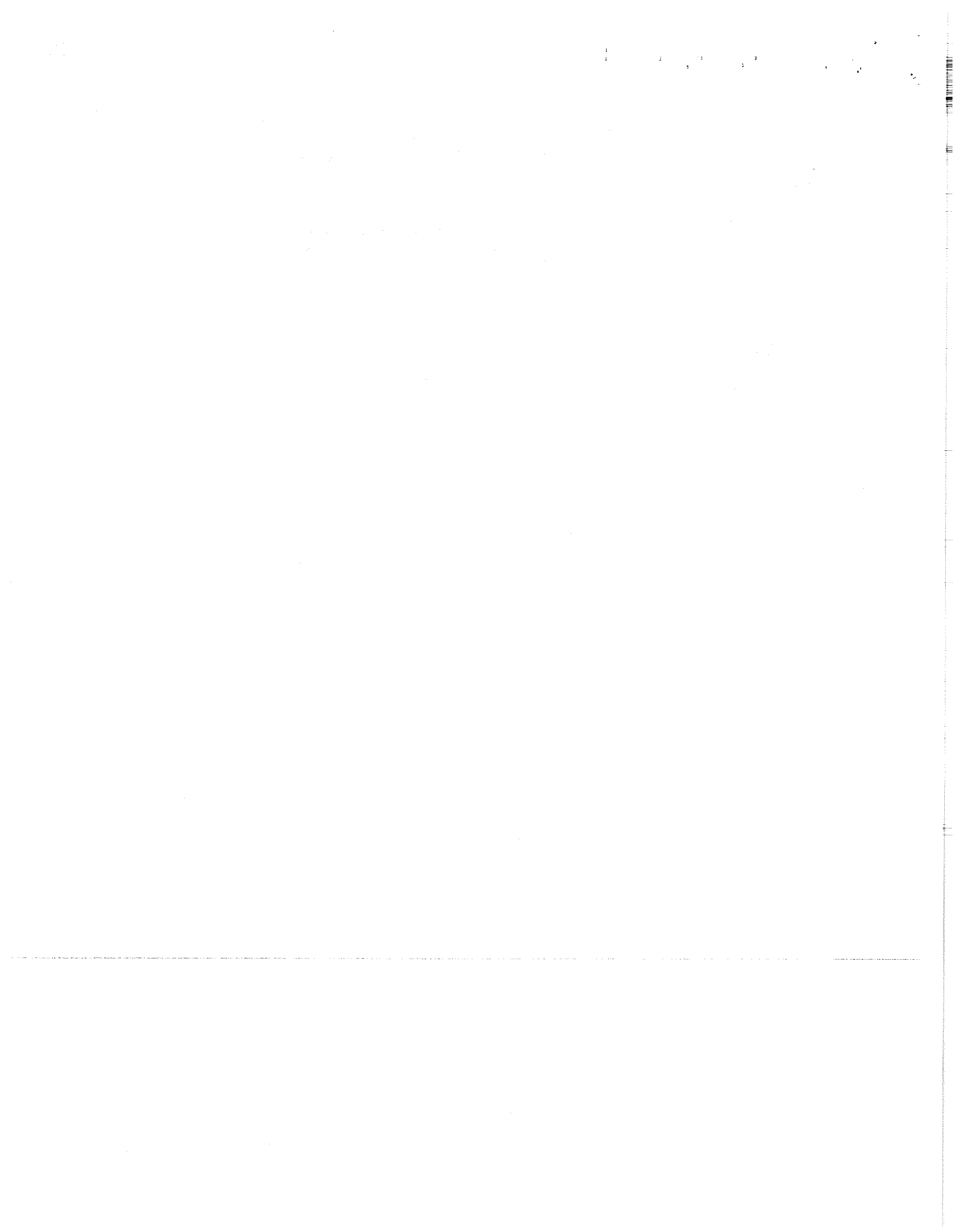


From: "Atkins, Syble" <SAtkins@tax.state.wv.us>
To: "dtincher@gwmail.state.wv.us" <dtincher@gwmail.state.wv.us>
Date: 4/1/04 11:53AM
Subject: PCARD02 Contract Renewal

Per your memo to me of March 31, 2004, the Tax Department is very satisfied with the service of BB&T for the pcard program. We have had no problems. If you need further information from me, please advise.

Thank you

Syble Atkins
PCard Coordinator
Procurement Officer
State Tax Department





STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bob Wise
Governor

Paul L. Nusbaum
Secretary

MEMORANDUM

RECEIVED

APR 14 2004

DATE: April 8, 2004
TO: David Tincher, Director
DOA Purchasing
FROM: Dennis K. Meadows, Director
DHHR Purchasing
SUBJECT: PCARD02 Contract Renewal

WV PURCHASING DIVISION
DIRECTOR'S OFFICE

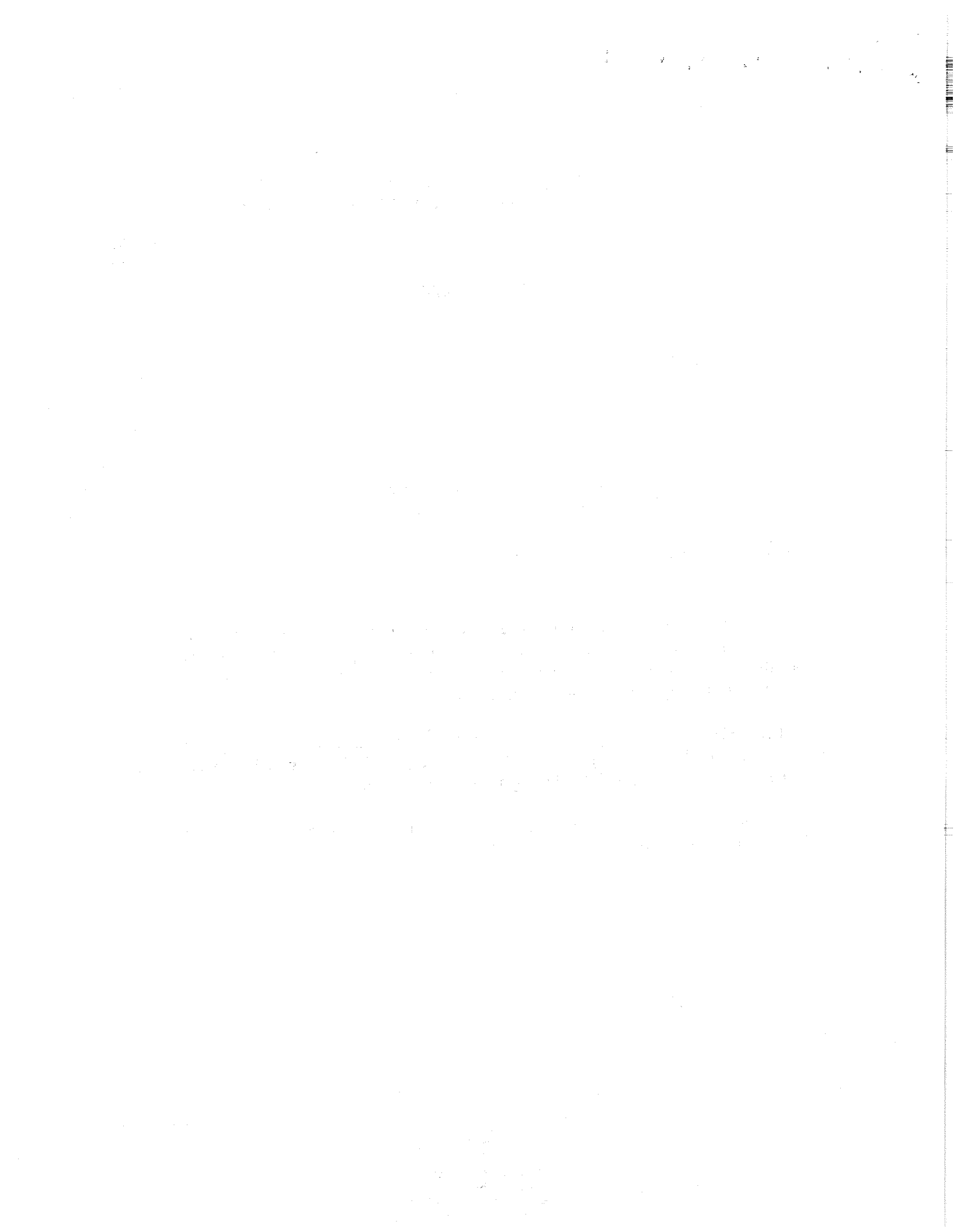
DKM

RECEIVED
04 APR -9 AM 11:00
PURCHASING DIVISION
STATE OF WV

The Office of DHHR Purchasing is very pleased with the current PCARD02 contract. Our agency utilizes the contract daily in the purchasing payment process. The PCARD02 contract allows the agency to process a large volume of payments utilizing a smaller staff which would be required using a purchasing, payment paper process.

The DHHR agency has saved funds by using a purchasing card method for processing the payments. As a result of utilizing the PCARD02 contract, DHHR has been able to reassign staff within the Accounts Payable and Purchasing areas of responsibility.

Therefore, the Office of DHHR Purchasing strongly recommends that the current PCARD02 contract be renewed by April 14, 2004.





WEST VIRGINIA
H I G H E R
E D U C A T I O N
P O L I C Y
C O M M I S S I O N

J. THOMAS JONES
CHAIR

J. MICHAEL MULLEN
CHANCELLOR

April 15, 2004

Mr. David Tincher
Director, Purchasing Division
West Virginia Department of Administration
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

RECEIVED

APR 15 2004


WV PURCHASING DIVISION
DIRECTOR'S OFFICE

RE: PCARD02 Contract Renewal

Dear Mr. Tincher:

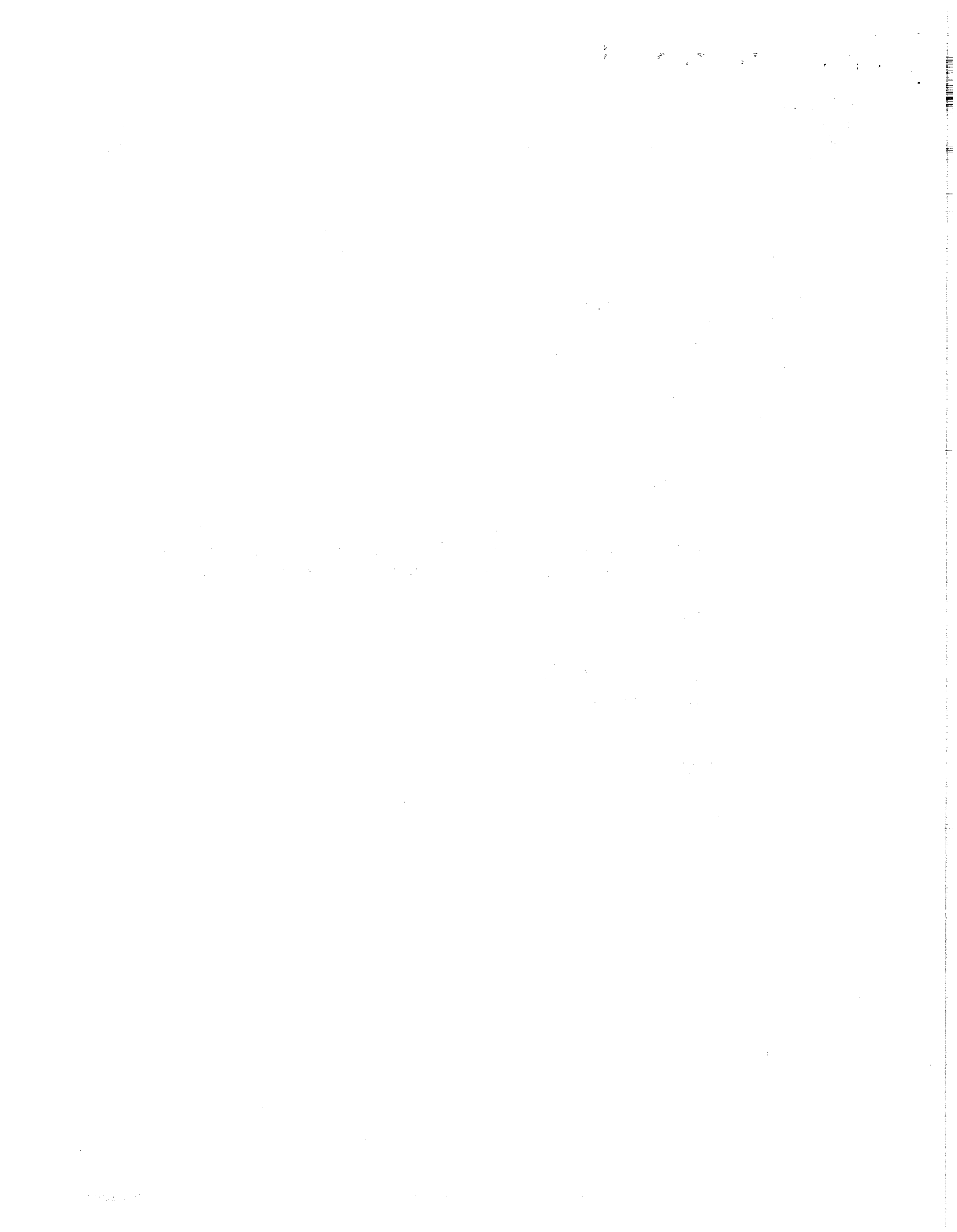
In response to your letter of March 31, 2004, the Higher Education Policy Commission recommends renewal of the existing contract. I appreciate the opportunity to make a recommendation on behalf of higher education.

Sincerely,


J. Michael Mullen
Chancellor

JMM/rd

cc: Richard Donovan



From: "Curt CURTISS" <CCURTISS@wwcc.org>
To: <DWatkins@wvadmin.gov>
Date: 4/26/04 9:08AM
Subject: Re: PCard Contract Renewal

Debbie:

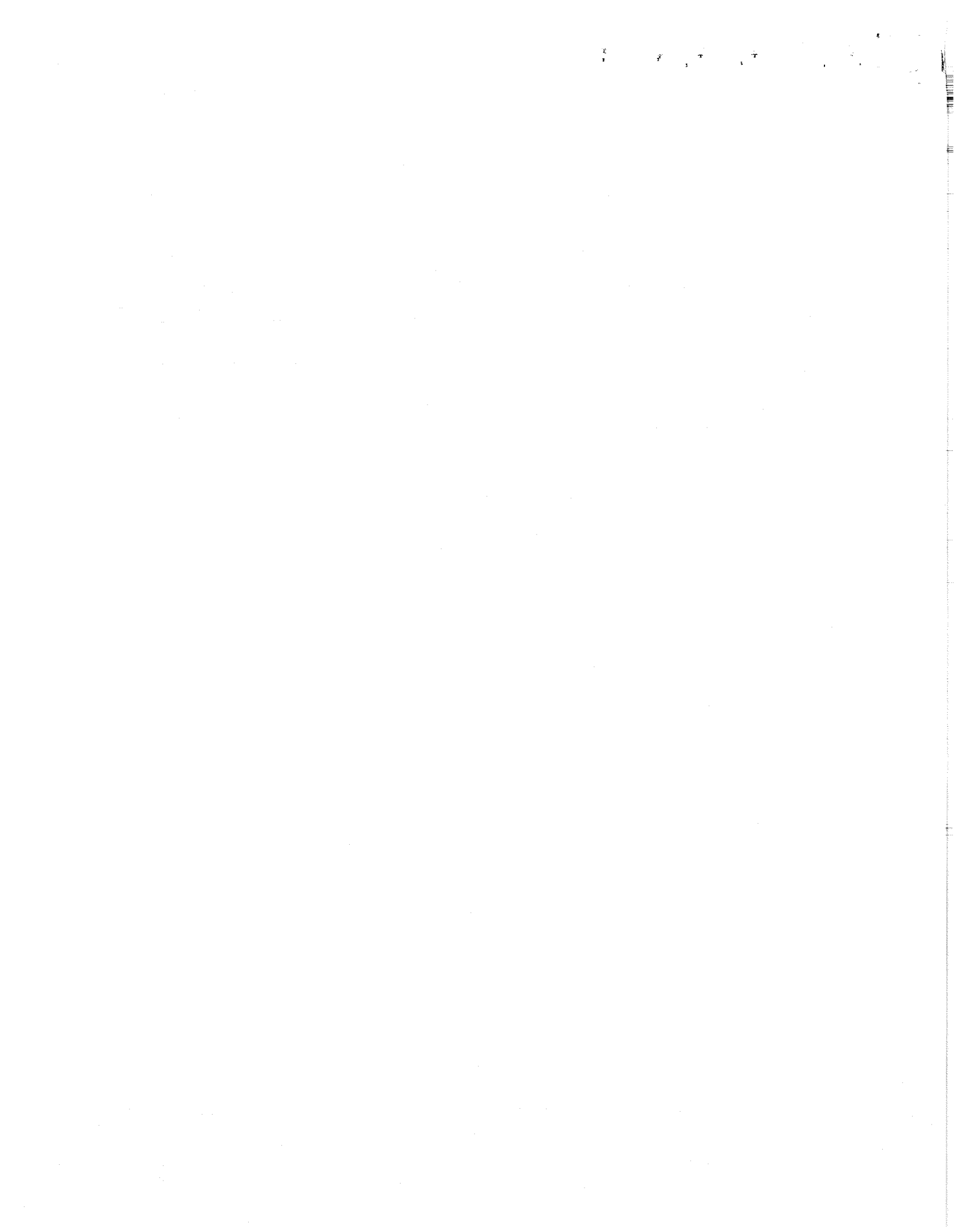
We have had no problems with BB&T and have found them very cooperative in our recent decentralization of the Pcard program for WCC. The only negative notes we have are:

1. All new pcards were to be mailed to the Pcard Coordinator for operational reasons to insure that the new cardholders received the required STARS reconciliation training before receiving the card. BB&T sent the cards directly through the mail to the cardholder which resulted in failed attempts to activate the cards by the new cardholders.
2. The Pcard insert sent to our cardholders erroneously informed them that cash advances and travel were authorized uses for the Pcard.

Our overall opinion is that the cooperative attitude with BB&T personnel overall far out weigh the two negatives our Coordinator noted...

Curt

CC: "PATTY FERRELL" <PFERRELL@wwcc.org>



From: Danny Ellis <dellis@dot.state.wv.us>
To: "Debbie Watkins" <DWatkins@wvadmin.gov>
Date: 4/26/04 8:52AM
Subject: RE: PCard Contract Renewal

The Department of Transportation is in receipt of your memorandum dated March 31, 2004. The Department does utilize the purchase card payment program for approximately twenty-five million dollars of payments per year. DOT believes the decision to renew or rebid the contract should be made by the Purchasing and the State Auditors Office. If you need additional information, feel free to contact me at 558-2811.

-----Original Message-----

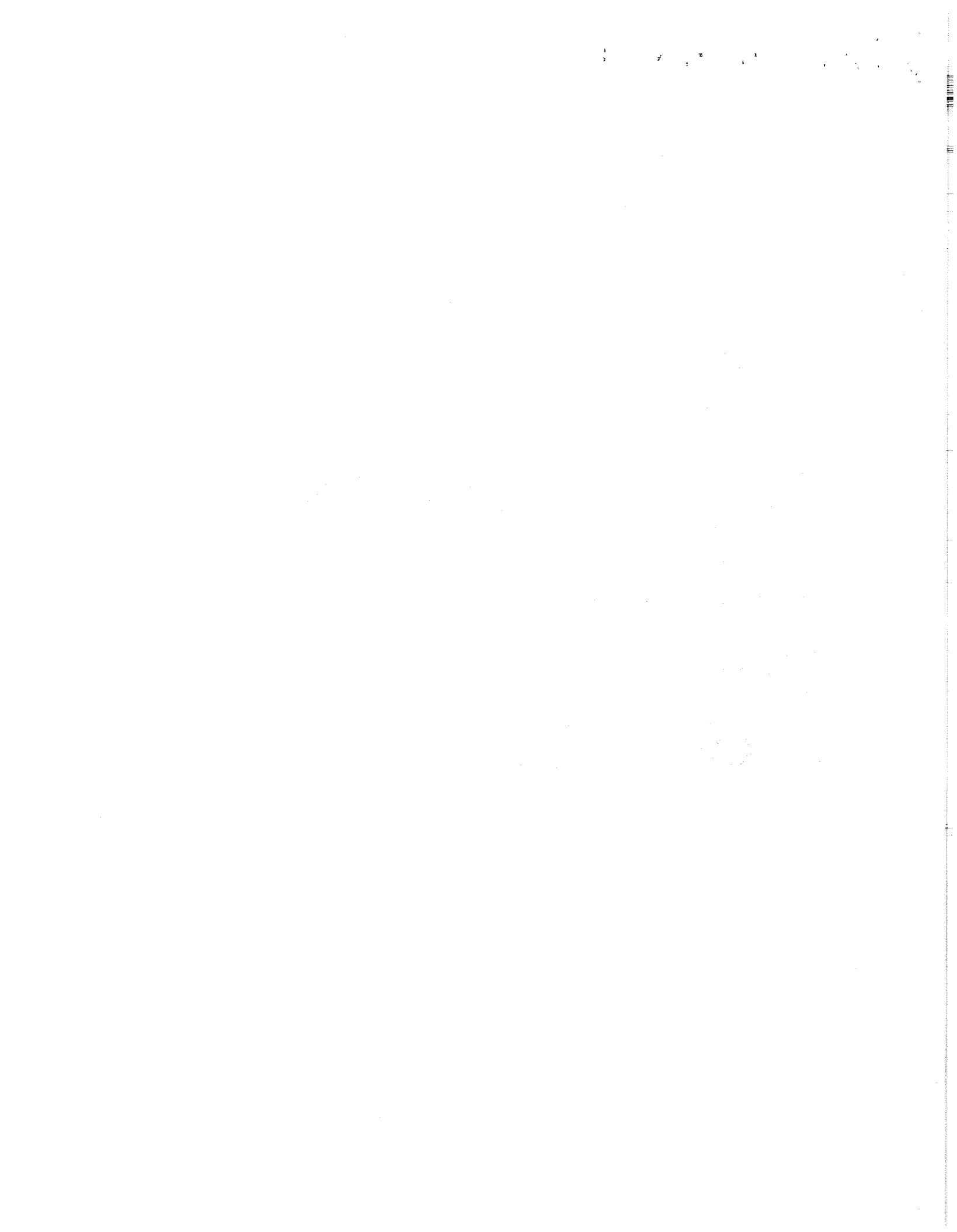
From: Debbie Watkins [mailto:DWatkins@wvadmin.gov]
Sent: Monday, April 26, 2004 8:43 AM
To: dellis@dot.state.wv.us
Subject: PCard Contract Renewal

This is in regard to the memorandum to you from Dave Tincher dated March 31, 2004 regarding the decision to renew or rebid the above contract in which he requested your comments, suggestions or other information. Please send us your response at your earliest convenience.

Thank you for your assistance.

PLEASE NOTE NEW EMAIL ADDRESS BELOW

Debbie Watkins
Administrative Secretary
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-3568
Fax: 304-558-0006
E-Mail: dwatkins@wvadmin.gov
Website: <http://www.state.wv.us/admin/purchase>





BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Curt Curtiss, Manager
Workers' Compensation Commission

FROM: Dave Tinchler, CPPO, Director *DT*
Purchasing Division

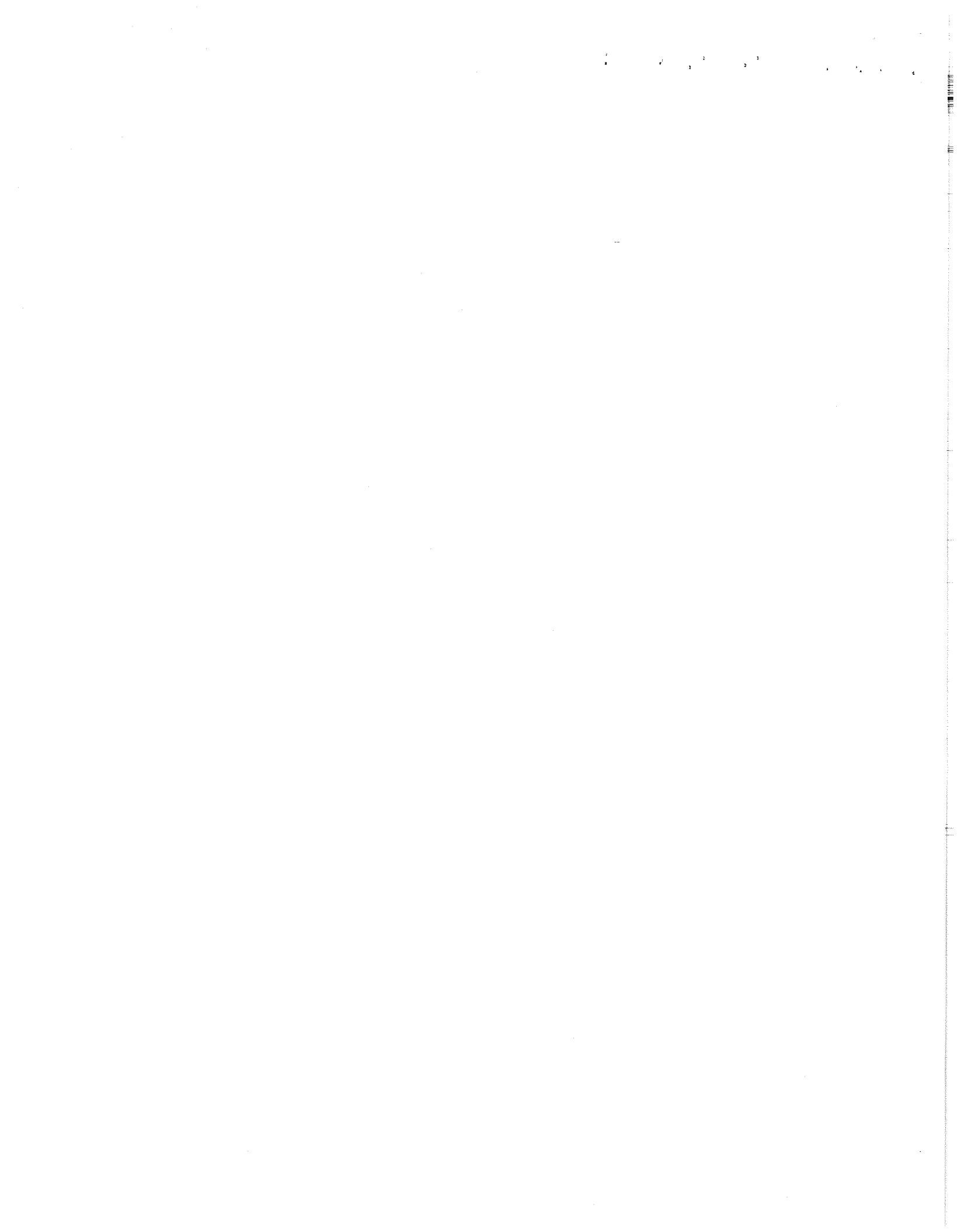
RE: PCARD02 Contract Renewal

DATE: March 31, 2004

Please be advised that the subject contract is scheduled to expire in June, 2004, and the decision to renew or rebid this contract must be made soon. As an interested party, your input into this process is requested.

Please let us know your preference with any comments, suggestions or other information no later than *Wednesday, April 14, 2004*. Thank you for your cooperation and assistance in this matter.

DT/dw





BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Danny Ellis, Business Manager
Division of Highways

FROM: Dave Tinchler, CPPO, Director
Purchasing Division 

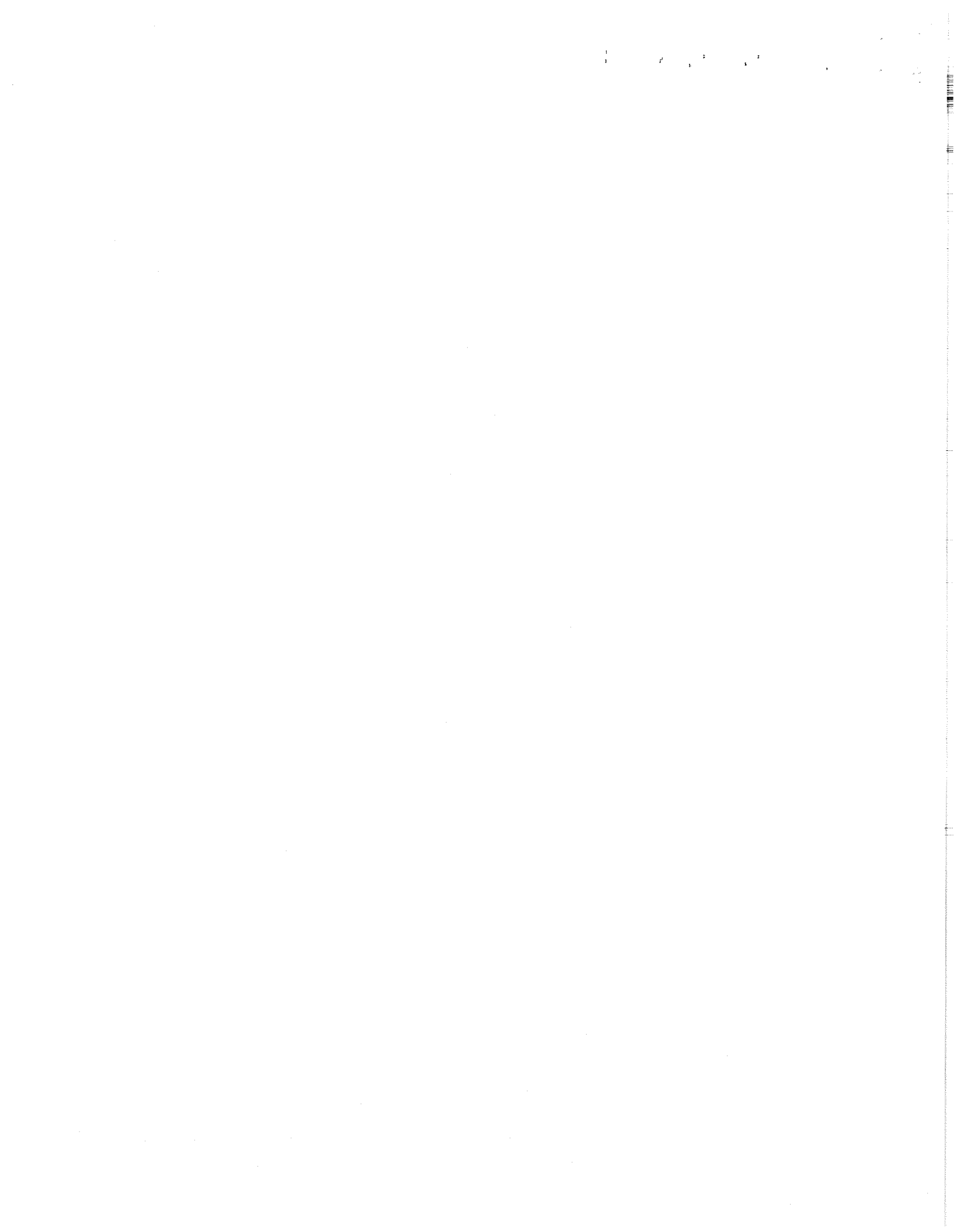
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P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Lt. Col. Steve Tucker, Chief of Staff Services
WV State Police

FROM: Dave Tincher, CPPO, Director 
Purchasing Division

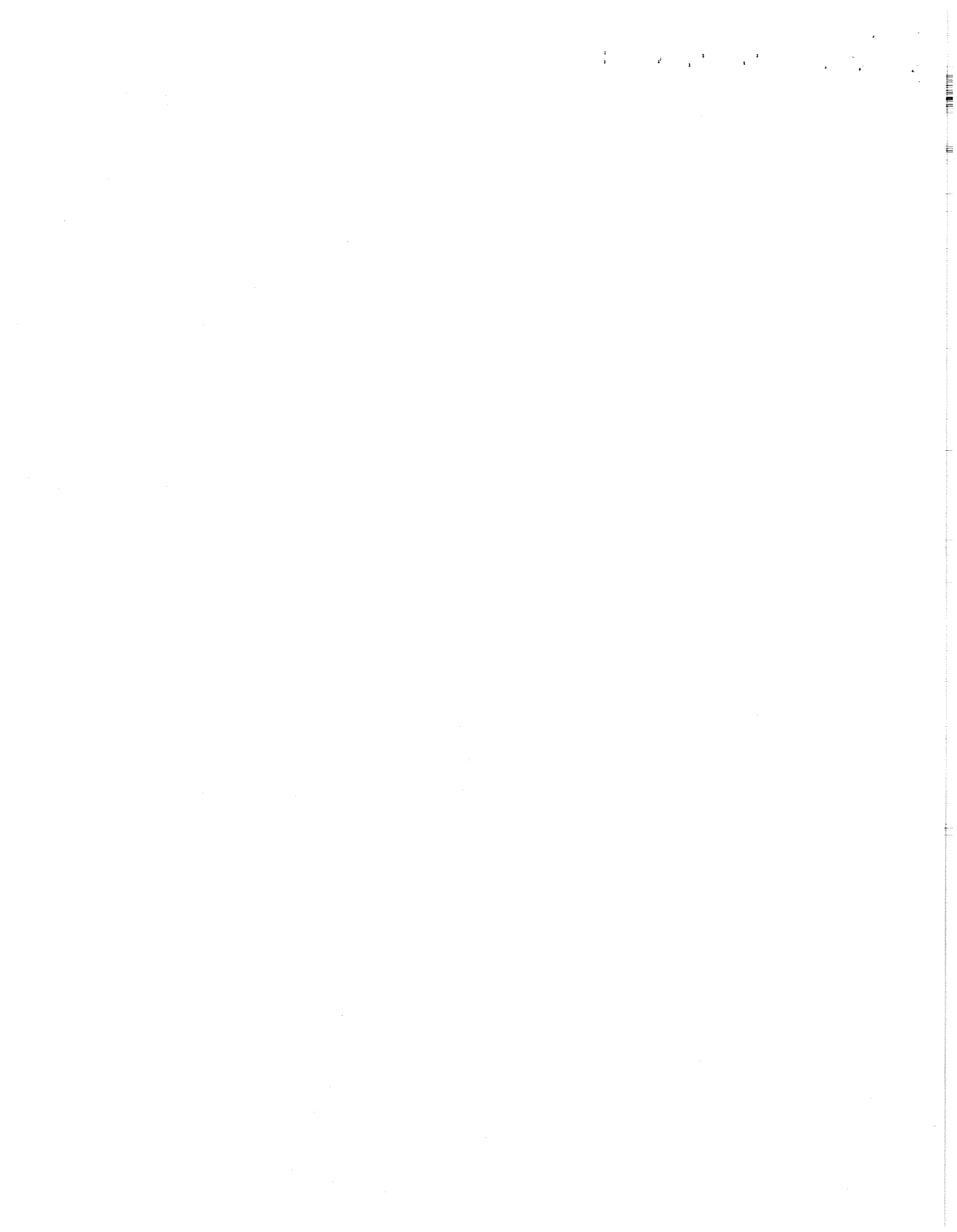
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GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Dr. J. Michael Mullen, Chancellor
Higher Education Policy Commission

FROM: Dave Tincher, CPPO, Director 
Purchasing Division

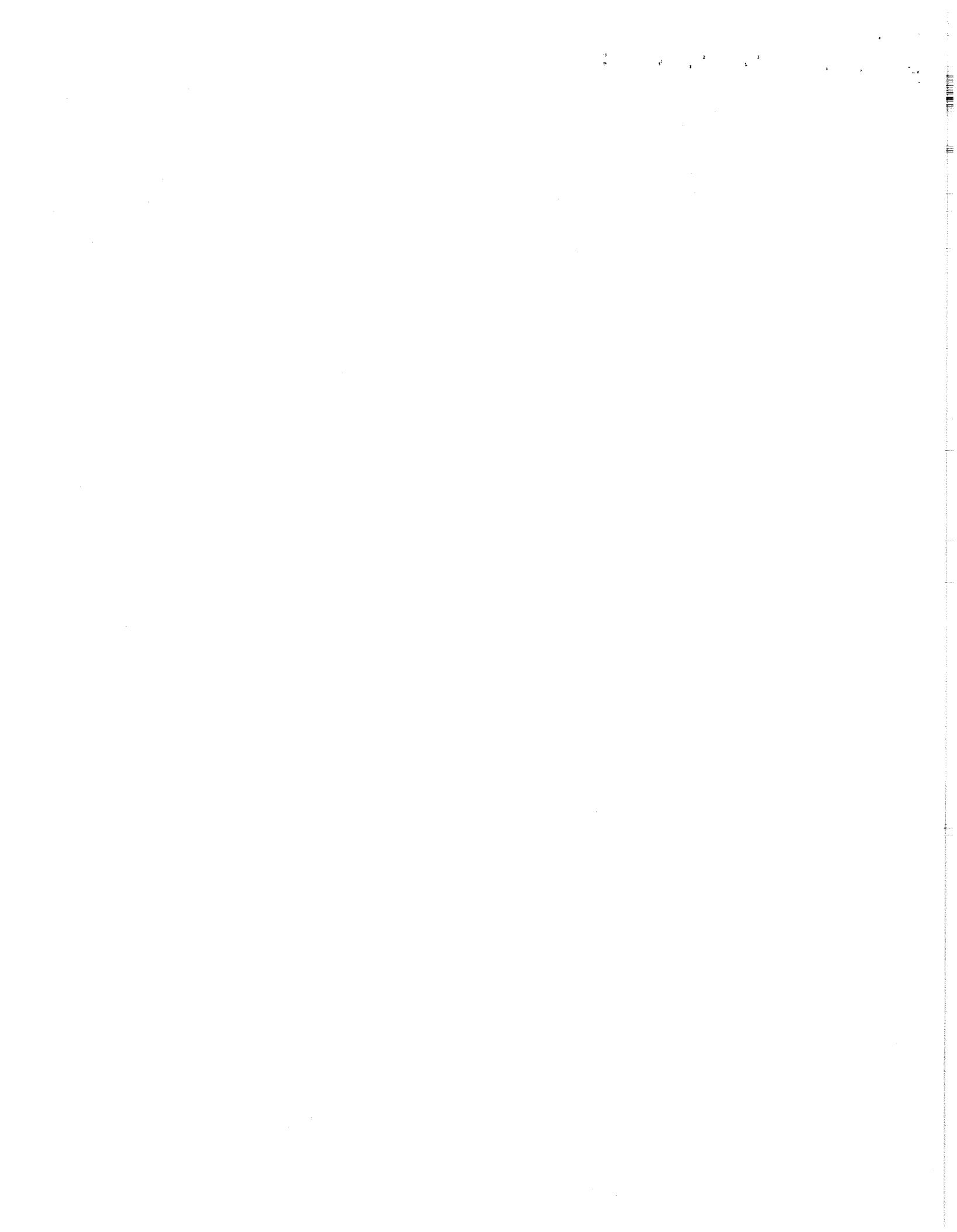
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DEPARTMENT OF ADMINISTRATION
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2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Syble Atkins, Procurement Officer
State Tax Department

FROM: Dave Tinchler, CPPO, Director
Purchasing Division 

RE: PCARD02 Contract Renewal

DATE: March 31, 2004

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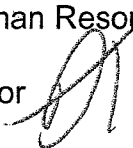
BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

TO: Dennis Meadows
Department of Health & Human Resources

FROM: Dave Tincher, CPPO, Director
Purchasing Division 

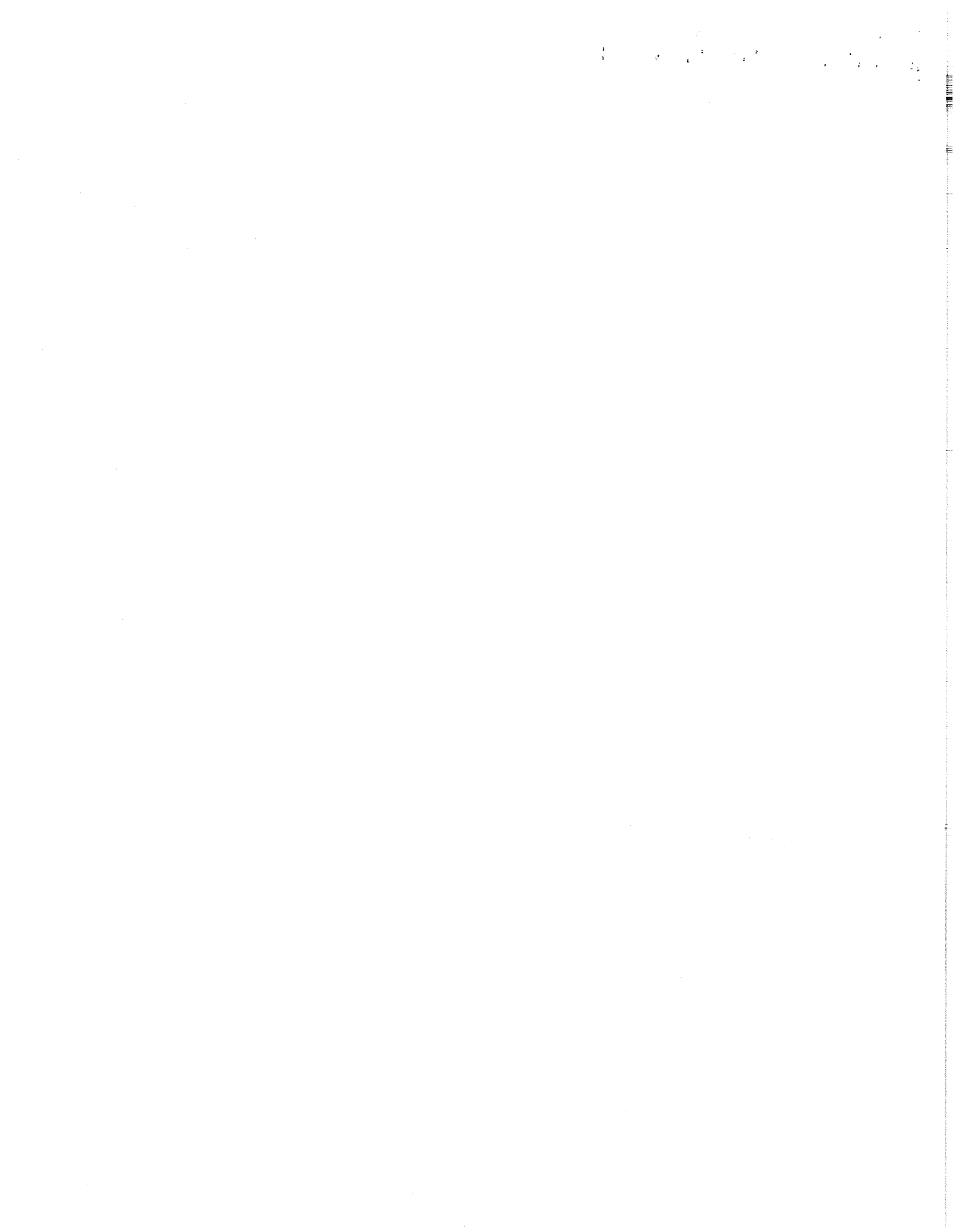
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DT/dw





*Karen Boyd
Instructed me to remove
5-24-04*

*Remove
5-24*

Branch Banking & Trust Co.

300 Summers Street
Charleston, WV 25301

February 9, 2004

Mr. Evan Williams
Buyer Supervisor
Department of Administration – Purchasing Division
2019 Washington Street, East
Charleston, WV 25305 - 0130

Dear Mr. Williams,

BB&T is pleased to have the opportunity to renew the State of West Virginia PCARD02 contract. Please find the enclosed one-year renewal clause on the PCARD02 contract, which has been signed and approved by Ms. Phyllis Arnold, BB&T Regional President.

BB&T values our long-term relationship with the State of West Virginia and we look forward to working together in 2004. Please feel free to contact me when I can be of further assistance.

Sincerely,

Deborah S. Masley
BB&T Banking Officer
State Government Purchasing Card Manager
304-348-7311

cc: Jack MacDonald
Phyllis Arnold
Daniel Lanier

D.T. 2-17
*This is the Renewal
on the P-Card
Please approve.*
EW
Remove 5-24-

*DO NOT
REMOVE THIS
DATE*



AFFIDAVIT**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgement, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Branch Banking & Trust

Authorized Signature:  Date: 2/9/04

Insert

1. 2
3. 4

5



BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
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TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

February 2, 2004

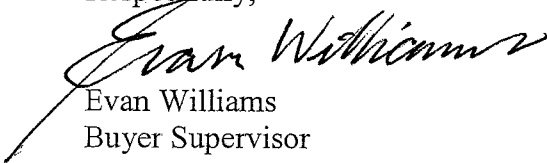
Ms. Debbie Masley
Branch Banking and Trust Co.
300 Summers Street
Charleston, WV 25301

REF: PCARD02

Dear Ms. Masley:

The subject contract has a renewal clause for one year. If your company is in agreement to renew the contract, please sign and return the original statement below.

Respectfully,


Evan Williams
Buyer Supervisor

Date 2/9/04

We the undersigned agree to the renewal of the contract for the period 04/15/04
to 04/14/05 . We have also signed and attached the No Debt Affidavit.

Company Branch Banking & Trust
By Phyllis Huff Arnold
Regional President





BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN
ACTING CABINET SECRETARY

DAVID TINCHER
DIRECTOR

February 2, 2004


Ms. Debbie Masley
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300 Summers Street
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Evan Williams
Buyer Supervisor

Date _____

We the undersigned agree to the renewal of the contract for the period 04/15/04
to 04/14/05. We have also signed and attached the No Debt Affidavit.

Company _____

By _____



AFFIDAVIT**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgement, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Branch Banking & Trust Co

Authorized Signature: [Signature] Date: 2/9/04

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