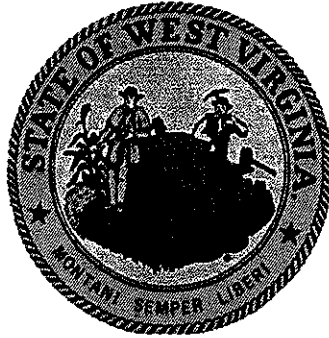


State of West Virginia
Health & Human Resource:
Child Support Enforcement



Proposal for Depository and Banking Services
RFQ#CSE11062

Response Date: April 21, 2011

Presented by:



Relationship Manager

Michael Holtsclaw

Vice President

Business Deposits Officer

300 Summers Street

Charleston, WV 25301

Office: 304-348-7078

Fax: 304-341-1037

MHoltsclaw@bbandt.com

Treasury Management

Michelle Jordan

Vice President

Regional Payments Consultant

300 Summers Street

Charleston, WV 23501

Office: 304-348-7314

Fax: 304-341-1037

DMJordan@bbandt.com

RECEIVED

2011 APR 21 PM 12:33

WV PURCHASING
DIVISION

Agency _____
REQ. P. O. # CSE110602
Bond # 105591548

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Branch Banking and Trust Company of Charleston, West Virginia, as Principal, and Travelers Casualty and Surety Co of America of Hartford, Connecticut, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of One Hundred Thousand Dollars (\$ 100,000.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for providing Centralized Child Support Collection, tracking, and disbursement, ensure all Child Support payments are collected, tracked, and disbursed efficiently and accurately as outlined in specifications for WV Health and Human Resources Bureau for Child Support Enforcement.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

15th day of April, 2011.

Principal Corporate Seal

Branch Banking and Trust Company
(Name of Principal)

By Michael A. Hattelaw
(Must be President or Vice President)

VICE PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Co of America
(Name of Surety)

Jennifer Schulteis
Attorney-in-Fact Jennifer Schulteis

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222460

Certificate No. 003870140

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jennifer W. Cole, Nila Swink, and Jennifer Schultheis

of the City of Asheville, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of May, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

Request for Quotation

RFQ NUMBER
CSE11062

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

Branch Banking & Trust Co.
 300 Summers St.
 Charleston, WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2011				
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT						
OPEN END CONTRACT						
BUREAU FOR CHILD SUPPORT ENFORCEMENT IS SEEKING TO VENDOR TO PROVIDE FOR THE CENTRAL COLLECTION, DISTRIBUTION AND TRACKING OF CHILD SUPPORT PAYMENTS MADE FOR CASES BEING ADMINISTERED UNDER THE WEST VIRGINIA BUREAU OF CHILD SUPPORT ENFORCEMENT, PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PREBID VENDOR PREBID CONFERENCE WILL BE HELD ON 3/21/2011 AT 1:30 PM AT 350 CAPITOL STREET, ROOM B-11/12 CHARLESTON, WV 25301. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Heltsler</i>	TELEPHONE 304-348-7078	DATE 4-15-2011
TITLE VICE PRESIDENT	FEIN 56-1074313	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
CSE11062

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

**HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES; THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUSINESS ON 3/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 3/21/2011 AT 1:30 PM IN RM B11/21 AT 350 CAPITAL STREET. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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CHARLESTON, WV
25301-3703 304-558-1649

DATE PRINTED 03/10/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: -----RW/FILE 22----- RFQ. NO.: -----CSE11062----- BID OPENING DATE: -----4/7/2011----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-341-1037----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----MICHAEL HOLTSCLAW-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
CSE11062

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

BRANIN ADMIN & TRUST CO
300 SUMMERS ST.
CHARLESTON WV 25301

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
<p>1. RESPONSE TO PREVIOUSLY SUBMITTED RESPONSES FROM THE MANDATORY PRE-BID MEETING.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: CSE11062</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>[Signature]</i></p> <p>NO. 2 <i>[Signature]</i></p> <p>NO. 3 <i>[Signature]</i></p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
CSE11062

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
*BRANCH BANKING & TRUST CO
 300 SUMMITT ST.
 CHARLESTON WV 25301*

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED 04/06/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Michael A. Holtzman</i> SIGNATURE <i>BB&T</i> COMPANY <i>04-15-2011</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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April 21, 2011

Ms. Roberta Wagner
Purchasing Division
Department of Administration
2019 Washington Street, East
Charleston, WV 25311

Dear Ms. Wagner,

BB&T is pleased to present the State of West Virginia Department of Administration ("the Agency") with a comprehensive proposal for depository and banking services and is indeed grateful for the opportunity to earn the Agency's relationship. BB&T will afford you unmatched experience, innumerable resources and tremendous human capital. This proposal details BB&T's capacity to provide the required banking services to the Agency as well as our recommendations for best practices. BB&T is in agreement and wishes to comply with the stated terms and conditions as presented in the RFQ, its Exhibits and Appendices, as well as any addenda to the RFQ. Any oversight or omissions are unintentional and will be clarified upon request to the Department of Administration in accordance with the RFQ provisions and the State of West Virginia procurement policies. All supplementary materials and information pertaining to the services described in this proposal are listed under the tab labeled "addenda."

For more than 139 years, BB&T has been a leader among financial institutions and is currently the 10th largest financial holding company in the United States. BB&T Corporation is a North Carolina Chartered Bank, and is in compliance with all laws and governing regulations. We are well positioned to provide the Agency with services that meet your objectives to achieve the most productive use of resources, minimize operating costs and bank fees, safeguard assets, utilize available technology, and provide maximum flexibility in the management of day-to-day operations.

BB&T Mission and Banking Model: BB&T's operating strategies distinguish it from other financial holding companies. BB&T's banking subsidiaries are organized as a group of Community Banks, each with a Regional President and Area Executives, which allows for decisions to be made locally. Since the decisions are made by people who know their clients and communities, the outcome is undeniably superior customer service. Simultaneously, BB&T is a financial institution that is large enough to have full service capabilities with products, services, resources and a solid infrastructure that supports relationships such as the Agency.

In essence, BB&T provides the best of both worlds in banking with the size and scale to offer competitive, technologically advanced services coupled with a community structure that addresses needs and delivers on commitments in a local setting while steadfastly adhering to our core values and mission. BB&T's reputation is built upon loyal, responsive customer service with a desire to exceed the Agency's expectations. The Agency will have locally based contacts directly involved in your relationship with the Bank to ensure that not only appropriate services are established correctly, but also BB&T's core client relationship commitments – to be Reliable, Responsive, Competent and Empathetic – are met.

Superior customer service and a relationship approach: BB&T Corporation is one of the largest financial services holding companies in the U.S. with approximately \$157.1 billion in assets and market capitalization of \$18.3 billion, as of Dec. 31, 2010. While BB&T is the 10th largest American bank, we maintain a community bank approach with our client relationships, ensuring that most decisions involving the relationship are made locally.

As the Agency's local Treasury Management Consultant, Michelle Jordan will consult with your team to review all aspects of payables, receivables, liquidity and information management. Michelle Jordan, along with an Implementation Specialist, will coordinate all new product demonstrations and training to give the Agency sufficient information related to timeline, implementation steps and ongoing support. Additionally, weekly (or more often if needed) meetings will be held during the implementation phase to ensure that everyone stays on the same page. Treasury reviews are scheduled quarterly to make modifications, discuss new services or upgrades available, and ensure client satisfaction.

Comprehensive menu of products and services: Central to our mission are commitments to create and deliver services that help our clients achieve economic success and financial security. To this end, BB&T offers a full range of financial services for business clients and their recipients:

Capital Formation

- Traditional Lending Services
- Equipment Finance
- Commercial Finance
- Corporate Trust Services

Capital Markets

- Debt & Equity Capital Markets Research
- Institutional Sales & Trading
- Investment Banking
- Corporate Banking

Payment Solutions & Cash Flow Management

- Treasury Management
- International Services
- Commercial Card Services
- Payroll Services
- Merchant Services

Asset & Risk Management

- Business Insurance
- Institutional Money Management
- BB&T Asset Management

Employee Benefits


- Retirement Plans
- Executive Compensation
- Group Insurance
- BB&T@Work

Personal Financial Management

- Banking Services
- Insurance Services
- Investment Services
- Wealth Management

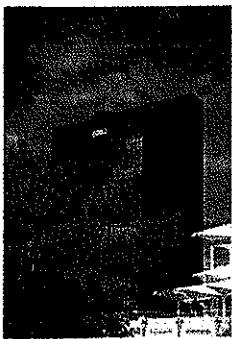
BB&T would be honored and privileged to be selected as the Banking Partner for the Agency. Our pledge is to provide an unsurpassed level of service excellence, delivered by a highly personalized team of seasoned professionals, which will ensure a strong and successful relationship. As signed below by the local authorized officer of the Bank, the herein listed pricing will prevail for the period of one year after the closing date of the receipt of the Bid.

Sincerely,



Michael Holtsclaw

BB&T Profile



BB&T Corporation, headquartered in Winston-Salem, N.C., and is a State depository institution pursuant to West Virginia Code, 12-1-1 et seq. BB&T is among the nation's top financial holding companies with approximately \$157.1 billion in assets and market capitalization of \$18.3 billion. Founded in 1872, its bank subsidiaries operates approximately 1,800 financial centers in the Carolinas, Virginia, West Virginia, Kentucky, Georgia, Maryland, Tennessee, Florida, Alabama, Texas, Indiana and Washington, D.C. BB&T Corporation is 10th largest American bank, offering full-service commercial and retail banking services along with other financial services like insurance, investments, retail brokerage, mortgage, corporate finance, consumer finance, payment services, international banking, leasing and institutional trust services.

BB&T's reputation has been built upon loyal, responsive customer service with a desire to exceed client expectations. We provide full service capabilities with the products, services, resources and infrastructure to support relationships such as one with the Agency, and do so while steadfastly adhering to our core values and mission:

TO MAKE THE WORLD A BETTER PLACE TO LIVE BY:

Helping our **CLIENTS** achieve economic success and financial security;

Creating a place where our **RECIPIENTS** can learn, grow and be fulfilled in their work;

Making the **COMMUNITIES** in which we work better places to be; and thereby:

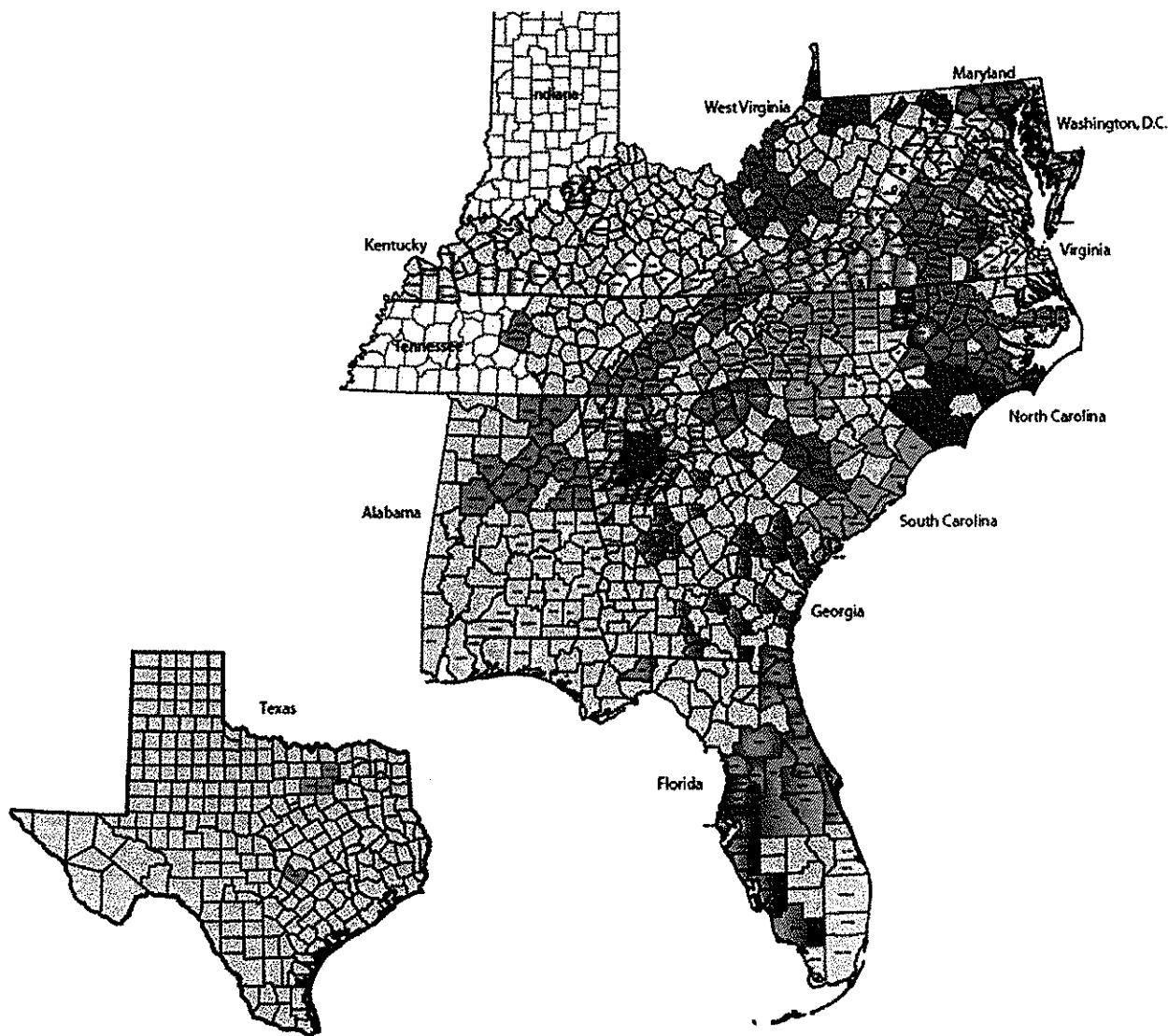
Optimizing the long-term return to our **SHAREHOLDERS**, while providing a safe and sound investment

The Agency can expect that the BB&T team will thoroughly analyze your business processes and needs, recommend solutions that increase your efficiency and meet objectives across all facets of your cash flow cycle, and deliver personalized attention with decisiveness and flexibility that will meet your unique needs.

We also differentiate ourselves with a highly consultative approach to client service. We strive to be a trusted partner for our clients, instead of pushing products. We will get to know your business through regular face-to-face account reviews and provide solutions that cater to your very specific needs. This proposal is simply a starting point. If you choose BB&T as your financial partner, we will continue to refine your processing structure and services to create the optimal scenario for the Agency. We pride ourselves on tenured management, low associate turnover, and qualitative performance measures that consistently exceed BAI competitive benchmarks. Our treasury services are designed to meet client specifications and we provide fast, accurate and flexible solutions to enhance your receivables process and productivity. Developing services that help you achieve economic success and financial security is the driving force behind our treasury services.

BB&T currently has over 44,000 clients utilizing various cash management solutions. BB&T's size as a major U.S. financial institution along with our unique service delivery model provides clients with the most sophisticated products and services and locally based primary points of contact who are best equipped to understand our clients' unique financial needs.

Market Coverage Map



BB&T has served the public sector for most of its 139 year history. We have always invested in the communities we serve, including banking service support of our local governments. BB&T has a wide array of resources dedicated to the public sector. BB&T is very active in servicing the banking needs in the Public Sector of southeastern United States, including municipalities, service districts, and other public entities.

- BB&T was named a 2010 Greenwich Excellence Award Winner by Greenwich Associates, a leading financial services research firm. BB&T has won 19 Greenwich Excellence Awards for 2010 and broken the record for the most awards won by any U.S. bank for the second consecutive year.

- In an independent study by Greenwich Associates among Large Corporate businesses, BB&T Insurance Services scored highest among all major brokers for Overall Client Satisfaction in areas of Broker Quality, Account Service, Depth of Knowledge and Execution. In addition, BB&T Insurance Services scored highest for innovation, flexibility, ethics and transparency. (2008)
- The Wall Street Journal and Financial Times/StarMine consistently rank BB&T Capital Markets among top equity research analysts for their stock selection and earnings estimation performance.
- Consistently ranked among the nation's top small-business-friendly financial holding companies according to the U.S. Small Business Administration.
- High net-worth consumers rated BB&T Wealth Management as the No. 1 regional bank wealth manager and No. 3 nationally in the 2009 Luxury Brand Status Index survey by independent New York City-based Luxury Institute.

Safety and Soundness: As one of the nation's leading financial institutions, BB&T has a reputation for integrity and service excellence that dates back to 1872. Rated one of the country's safest and soundest financial institutions, BB&T serves clients across the Mid-Atlantic and Southeast with a complete range of financial services including banking, lending, insurance, trust and wealth management solutions.

BB&T's 2010 performance highlights include:

- BB&T is one of only three regional banks to remain profitable through the credit cycle, significantly strengthening our brand
- BB&T has maintained positive revenue growth in a very challenging environment, including record revenues for 2010
- BB&T is well-positioned for future organic growth and strategic opportunities

Copies of our financials have been included with our RFP response. In addition, for more information about our financial strength, please visit us at <http://www.bbt.com/bbt/about/>

Direct Links for Each Statement:

2010 Annual Review:
<http://www.bbt.com/bbt/about/financialprofile/reports/BBT%202010%20Form%2010-K.pdf>

2010 4th Quarter Financial Tables:
http://www.bbt.com/bbt/about/financialprofile/reports/fq42010_Fourth_Quarter_2010_Financial_Tables.pdf

Credit Ratings: Ratings as of March 24, 2011

	Company	S&P	Outlook	Moody's	Fitch
1	Bank of NY Mellon N.A.	AA	Stable	Aaa	AA-
2	Northern Trust Company	AA	Stable	Aa3	AA-
3	Wells Fargo Bank N.A.	AA	Negative	Aa2	AA-
4	JPMorgan Chase N.A.	AA-	Stable	Aa1	AA-
5	State Street Bank & Trust Co.	AA-	Stable	Aa2	A+
6	U.S. Bank N.A.	AA-	Stable	Aa2	AA-
7	Branch Banking & Trust Co.	A+	Stable	A1	A+
8	PNC Bank N.A.	A+	Stable	A2	A+
9	Bank of America N.A.	A+	Negative	Aa3	A+
10	Citibank N.A.	A+	Negative	A1	A+
11	Comerica Bank	A	Stable	A1	A
12	M&T Manuf & Trdrs Trust Co.	A	Negative	A2	A-
13	Bank of Oklahoma N.A.	A-	Stable	A1	A-
14	KeyBank N.A.	A-	Stable	A3	A-
15	Fifth Third Bank	BBB+	Stable	A3	A-
16	Huntington National Bank	BBB+	Stable	Baa1	BBB+
17	SunTrust Bank	BBB+	Stable	A3	BBB+
18	Capital One N.A.	BBB+	Negative	A3	A-
19	First Horizon	BBB	Negative	A3	BBB+
20	Zions First National Bank	BBB	Negative	B1	BBB-
21	M&I Marshall & Ilsley Bank	BBB-	Up	A3	BBB+
22	Regions Bank	BBB-	Negative	Ba2	BBB-
23	Associated Bank N.A.	BB+	Positive	A3	BBB-
24	Synovus	BB+	Negative	B1	BB-
25	Banco Popular de Puerto Rico	B+	Positive	Baa3	BB-

Requested Services/Requirements

Lockbox Payment Processing

BB&T has been processing lockbox receivables for over 25 years and offers lockbox processing at 1007 Bullit Street, Charleston WV which is approximately 0.71 miles from the office of Health and Human Resources Child Support Enforcement (here after referenced as the Agency) located at 350 Capitol Street, Charleston WV. BB&T also maintains lockbox facilities in Charlotte, NC, Baltimore, MD and Orlando, FL. As of February of 2011, BB&T processes over 2,878,588 payments annually received in 1187 lockboxes.

BB&T Lockbox Processing: Mail is picked up from the post office and delivered unopened directly to our lockbox processing facility. All mail is opened upon the same day that it is received and each envelope is opened by slitting three sides to insure that all items are removed. As BB&T's lockbox staff opens the envelopes, they will sequentially number checks and associated invoices. Standard processing includes a negotiability scan, (signature on check, dated, in US dollars and legal/ courtesy amounts agree), review of 1-9 payee names (or reasonable variation), copy of each check, the remittance envelope and any associated invoices or supporting material. Each payment is endorsed and indicates the date that the item was received by BB&T. Items that do not meet standard will be returned to the Agency as directed in the RFQ. In addition, all lockbox payment information will be entered into OCSCAR as directed by the Agency in the RFQ.

Processing & Support

- BB&T's Charleston Lockbox Operation Processes all payments within 24 hours of receipt
- The Agency will receive full support from our world-class lockbox team
- As a BB&T lockbox client, you get immediate access to your own team of highly trained experts who will assist you with implementation and daily service needs.

Image Lockbox:

BB&T utilizes Wausau's Image RPS system. Our image lockbox service provides daily images of checks, coupons, invoices and data over the Internet with a standard browser. BB&T's *Image Lockbox* service allows clients to view same day images of checks, coupons, invoices, envelopes and data over the Internet with a standard browser. Our easy-to-use intuitive screen design and search capability plus our fax and email options provide full account interface. Short-term image storage is 180 days on the viewer, with long-term storage available on CD-ROM or DVD. Longer online archival is available upon request

In addition, BB&T offers several transmission options for our clients and can provide customized as well as standard BAI, ANSI X12 & NACHA formats. Transmissions are scheduled at your specified deadline time, 24 hours per day excluding holidays. BB&T's Technical Support and Implementation team will work with the Agency to ensure proper communication including telecommunication requirements, system compatibility and transmission testing.

Technical Requirements

- Internet capable PC, running Microsoft Internet Explorer 5.0 or higher
- Operations System Windows 98/Me/NT/2000/XP
- Adobe Acrobat Reader 5.0 or higher
- Processor speed of 400 MHz or higher
- Monitor resolution of 1024x768 with 65536 colors

Web Exceptions module- BB&T's Web Exception module enables you to review and authorize acceptance of pending transactions based on your criteria. Exceptions may include unacceptable payee, missing account number, and out of balance transactions. Transactions you authorize will then post same day. Unprocessed items currently are returned in via mail out package

AR-Box (Electronic Lockbox) – BB&T's AR-Box service can be a consolidating point for on-line bill payments initiated by consumers. This service consolidates payments from Checkfree, Metavante, Online Resources, and RPPS Mastercard into a single credit with detail reporting. This allows for fast identification of consumer payments so they can be posted correctly to your accounts receivable and ERP systems.

With our AR-Box service, you will receive one credit for each day's activity and online access through our AR-Box Viewer to view and manage these consumer payments. The online reporting provides daily transaction detail reports, the ability to download posting files, swap file capability for invalid account numbers and stop file maintenance.

Look-Up File: To insure validity of data, the Agency can provide BB&T with specifications around length of acceptable account numbers, scanlines, and other fields. In addition, for checks received without coupons, The Agency may choose to have BB&T utilize a lookup file to assist with posting to validate account numbers handwritten on checks.

- **Deposits**

Cash and checks can be routinely deposited at any BB&T branch for credit to the Agency's account. ACH and wire transfers are processed through our wire transfer-operating department for credit to your account. Generally, deposits received at the branch prior to 2:00 p.m. EST receive same-day ledger credit and collected credit except for checks not on BB&T, which have to be forwarded to other banks for payment. Wire Transfer and ACH payments to the Agency accounts are credited the same day if received by 6:00 p.m.

Checks drawn on the State of West Virginia and U.S. Treasury items would be immediately available if deposited before 2:00 p.m. EST through the Branch or 7:00 p.m. through Onsite Deposit. Checks are given immediate or "next day" availability in accordance with Reg CC.

Earned Interest and Recommended Account Structure:

BB&T offers a wide range of accounts that can minimize manual entry and optimal funding of payments. BB&T recommends that the Agency utilize our **Public Fund Special Money Rate Checking** account. This account is designed for public entities with moderate to high levels of account activity seeking to maximize their interest income.

The account will meet the collateral requirements and the liquidity needs of the Agency while earning a competitive market-driven rate.

BB&T will waive the standard 10% Federal Reserve Requirement so that 100% of all collected funds in the account will automatically earn interest. BB&T is offering at a floating rate of 00.25% indexed to the Federal Funds Target Rate so that the Agency will be able to benefit in a rising rate environment. The rate will be adjusted as the Federal Funds Target Rate changes.

The Interest calculation is:

Interest = Collected Balance*(1+rate/365)^((days in month/365*365))-Collected Balance

Other attractive features include:

- Funds are available on demand – The Agency earns interest on an account that functions as a regular checking account, with unlimited check writing and monthly statements.
- When used in conjunction with other Cash Management products, the Public Fund Special Money Rate Checking account will allow the Agency to gain better control over its cash flow and reduce business costs through automation.
- Utilizing this account vs. the traditional Overnight Repurchase Agreement type investment service reduces internal reconciliation as well as avoids direct investment service fees.
- Service charges for this account may be paid via direct debit on the 1st business day after the 20th of the month following the activity. Interest will compound daily and be credited to the account at the end of the month in which it accrues.
- Funds on deposit with BB&T are FDIC Insured up to \$250,000* per depositor. Funds over the allowable amount insured by FDIC for all of the Agency's accounts will be collateralized in accordance with West Virginia's method of collateralization.

Returned Deposited Items:

BB&T is able to process returned checks a second time prior to returning to The Agency. This service is considered Special Handling and will require written authorization from The Agency. In the event of second nonpayment, BB&T will debit the account to which the check was deposited and provide the check and debit advice to The Agency. The debit advice will contain the original check along with maker name.

BB&T does offer a return item transmission. In addition, BB&T can furnish information via internet through CashManager OnLine. Both methods will include store or location number (if applicable), amount of check, check serial number, return reason, maker of check, maker ABA routing number, and maker account.

The Agency can view up 7 years of paid checks, deposits and deposited items, and returned deposited items via CashManager OnLine. These images can be flipped, zoomed, inversed, printed and archived for future reference. BB&T offers paid check imaging on CD-ROM. Each statement cycle, The Agency will receive a CD-ROM containing indexed paid check information and images of paid checks for that statement cycle within 5 business days of statement cutoff. Additionally, BB&T's CD-ROM Imaging includes an image of your corresponding Demand Deposit Account (DDA) Statement.

Error Reporting

BB&T believes that excellent quality is met when is our client is pleased with our service. To do this BB&T must ensure service quality at a customer, site and employee level. BB&T has a dedicated lockbox client support team available to service your needs. This team will track each of your phone calls, answer your questions and will strive to meet your processing needs.

BB&T utilizes key performance indicators based on BAI quality reporting for lockbox errors. Our lockbox sites monitor key performance indicators and also benchmark's our quality to the industry. BB&T also provides recognition and incentive programs based on individual employee performance.

Key performance error categories include: deposit errors, processing errors, encoding errors, live checks errors, payee errors, foreign item errors, item processing errors, package delivery errors, data entry errors and failed late reporting. All lockbox items receive high-priority processing. BB&T's ledger cut-off time for lockbox deposits is 7:00 p.m. and the last mail pick up for same day processing is 7:30 a.m. BB&T requires a 2:00 p.m. cut-off time or later to ensure all mail pick up's and overnight packages are included. Earlier cut off times may affect our ability to process these items for same day.

Lockbox error reports are broken down by type of error, operator, client, date and other criteria. The calculations are made using the monthly volume and number of errors per type. Our goal for wholesale is 1 production error per 10,000 checks and for retail is 1 production error per 50,000 checks and we are exceeding both of these goals.

1. Encoding: .68 per 10,000 per wholesale;
2. Misapplied payments - .68 per 10,000 for wholesale; .75 per 50,000 for retail
3. Double posting - .68 per 10,000; .75 per 50,000 for retail
4. Invalid account numbers - .68 per 10,000 for wholesale; .75 per 50,000 for retail
5. Data transmission timeliness – 99.97 % on time
6. Data transmission accuracy – 99.97% accurate
7. Image quality – .68 per 10,000 on wholesale; .75 per 50,000 on retail

Lockbox Implementation Project Management

We believe that the most successful implementations require a relationship where both partners are committed to the development of a well-organized business model. To that end, we assemble our project team to collaborate with you and deliver the right solutions to achieve your strategic goals. An implementation team is assigned to ensure a structured approach and that the project progresses as planned.

BB&T strongly believes in the concept of an Implementation Team that will be fully responsible for seeing that the lockbox implementation is completed and that the conversion is seamless and holds no surprises for either party. BB&T will establish an Implementation Team and appoint an Implementation Project Manager to manage and oversee the implementation of services.

The implementation team will be responsible for the following high level tasks:

- Develop detail project plan and timeline for conversion
- Outline and engage team members from supporting areas withing BB&T
- Define roles and responsibilities
- Coordinate technical requirements
- Define implementation and processing workflows
- Define exception processing workflows
- Coordinate file formation and connectivity testing
- Coordinate other business activities as needed

BB&T's Implementation Team will consist of representatives from Operations, Product Management, Payments Services Implementation, as well as other management representatives who have direct responsibilities associated with the services the Agency will utilize.

Training, user manuals and technical assistance are provided as part of the implementation process. We will provide training to all recipients during the implementation process and we are pleased to offer additional or follow up training as required by our clients. BB&T's Client Support department has dedicated technical support professionals, who are available from 8:00 a.m. through 8:00 p.m. EST, Monday through Friday. By simply dialing a toll-free number, clients can contact product specialist at their convenience for training and technical assistance.

BB&T's Technical Support and Implementation team will work with your local BB&T primary contacts, the Agency, and the Agency's vendors to ensure proper communication including telecommunication requirements, system compatibility and transmission testing as well as other on-line or PC based applications. BB&T's Technical Support professionals are available to support commercial clients from 8:00 a.m. to 6:00 p.m. (EST), Monday through Friday. Our new client trainings are normally held via a conference call between the trainer and the client. During the training session the trainer will set-up and perform the training using a web conferencing system. This option allows the client to use the newly purchased product with the aid of a trainer.

In general: there are numerous additional overall benefits for the Agency by utilizing the proposed lockbox services from BB&T, which include:

- Gains in efficiency
- Strong controls, risk management, and minimized opportunities for fraud
- Effective forecasting, cash management, and use of working capital
- Ongoing utilization of new and emerging technology
- Relationship with a strong, sound and reliable financial institution

BB&T believes that a project such as this undertaking with the Agency to implement the services discussed in the RFQ requires a great deal of planning and follow-up by both BB&T and the Agency. BB&T is prepared to commit appropriate resources to achieve the final objective; a smooth conversion for the Agency. BB&T's Business Deposit Officer, Michael Holtsclaw, and primary Treasury Sales Consultant, Michelle Jordan, will be involved in lockbox implementation meetings as appropriate and regularly informed of progress and the implementation process moves forward.

Electronic Check Processing and Merchant Services

BB&T's web payment solution processes transactions through an Internet shopping cart using Trust Commerce as the payment gateway to route transactions from the web to BB&T's authorization center. This solution allows the Agency to receive child support payments automatically to a checking account for all web transactions.

BB&T's virtual terminal allows customer service representatives to manually enter credit, debit, and ACH payments into a web-based application for processing. Cardholder data is processed in a secure and PCI-DSS compliant data center independent from the state's system. The virtual terminal solution is similar to the state's current process.

BB&T's IVR solution is comprehensive program that can process credit, debit, and ACH transactions and settle to your BB&T merchant account. BB&T partners with Trust Commerce to offer this solution. The solution uses voice XML and APIs to receive and process payments via an automated voice response system. Payees enter credit card information into an automated phone system for payment processing. Funds are deposited to the Agency's checking account.

BB&T utilizes a project management approach to implementations for this service. We would provide you with an experienced team of individuals, lead by an implementation project manager, to work with the Agency's assigned personnel to develop and execute the detailed, specific implementation plan. Our proven procedures will help to ensure a smooth transition of your accounts and services to BB&T.

BB&T will work closely with you each step of the way to set up services that best meet the needs of your business. Our goal is to make sure you are fully satisfied.

- *Support from a single source:* Your implementation specialist will serve as your point of contact through each step of the implementation process.
- *Gain a partner who knows your business:* We take the time to learn about your business and to identify ways BB&T can help it operate more efficiently.
- *Get the support you need before, during and after:* Your implementation specialist will work closely with you throughout the setup process, including developing a project plan, lining up all needed bank resources, securing required legal documents and arranging training for your staff.
- *Benefit from clearer communication:* Your implementation specialist will communicate regularly with other members of your BB&T team, including your corporate banker, treasury consultant and support advisor, to keep them informed of your needs.

Sample Implementation Plan:

Task Name	Lead Time	Owner	Status	Comments
Review file specifications for ACH	1 week	BB&T & THE AGENCY	T	
Obtain credit/risk approval from Risk Management for ACH processing (if applicable).	3 days	BB&T	T	
Submit order to appropriate Lines of Business	1 day	BB&T	T	
Establish Communication (Exchange Id's, passwords and encryption keys)	1-2 weeks	BB&T & THE AGENCY	T	
Establish translation development and mapping	4 weeks	BB&T & THE AGENCY	T	
Transmit test file	3 weeks	THE AGENCY	T	
Perform Test of file	4 weeks	BB&T & THE AGENCY	T	
Determine if additional test files required	1 day	BB&T & THE AGENCY	T	
Confirm sign-off of testing	1 day	BB&T & THE AGENCY	T	
Confirm Go Live date	1 day	BB&T & THE AGENCY	T	
Production roll-out	1 week	BB&T & THE AGENCY	T	

****Critical factors to insuring a successful transition are receipt of pre-note and test files. Communication is also critical between our implementation staff and your staff to insure all implementation issues are addressed timely. BB&T will design project plans to insure all tasks are completed and that your objectives are met****

ACH Initiation	30 Business Days
ACH Block with Filter	5 Business Days
Cash Manager Online	3 Business Days

BB&T receives NACHA formatted files in all of the major standard entry class codes which should provide straightforward implementation. BB&T has dedicated technical consultants that will work with corporate clients on increasing ACH adoption within your organization. BB&T has many tools available, including sample letters and guides that will assist in these projects.

BB&T strongly believes in the concept of an Implementation Team that will be fully responsible for seeing that the implementation is completed and that the conversion is seamless and holds no surprises for either party. BB&T is prepared to commit appropriate resources to achieve the final objective; a smooth conversion for the Agency. Your primary Treasury Management Consultant, Michelle Jordan, will be involved in implementation meetings as appropriate and regularly informed of progress as the implementation process moves forward.

The implementation team will be responsible for the following high level tasks:

- Develop detail project plan and timeline for conversion
- Outline and engage team members from supporting areas withing BB&T
- Define roles and responsibilities
- Coordinate technical requirements
- Define implementation and processing workflows
- Define exception processing workflows
- Coordinate file formation and connectivity testing
- Coordinate other business activities as needed

BB&T's Implementation Team will consist of representatives from Operations, Product Management, Payments Services Implementation, as well as other management representatives who have direct responsibilities associated with the services the Agency will utilize.

Training, user manuals and technical assistance are provided as part of the implementation process. We will provide training to all employees during the implementation process and we are pleased to offer additional or follow up training as required by our clients. BB&T's Client Support department has dedicated technical support professionals, who are available from 8 a.m. through 6 p.m. ET, Monday through Friday. By simply dialing a toll-free number, Clients can contact product specialists at their convenience for training and technical assistance.

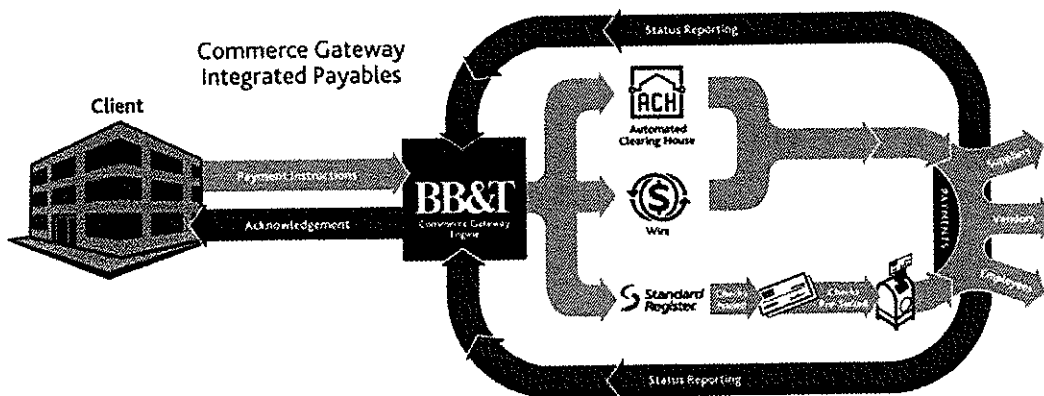
BB&T's Technical Support and Implementation team will work with your local BB&T primary contacts, the agency, and the agency's vendors to ensure proper communication including telecommunication requirements, system compatibility and transmission testing as well as other on-line or PC based applications. BB&T's Technical Support professionals are available to support commercial Clients from 8 a.m. to 6 p.m. (ET), Monday through Friday.

Our new Client training is normally held via a conference call between the trainer and the client. During the training session the trainer will set-up and perform the training using a web conferencing system. This option allows the Agency to use the newly purchased product with the aid of a trainer.

Disbursements Processing

BB&T's Commerce Gateway simplifies the processes associated with accounts payable and allows for improved transparency between BB&T clients and their buyers and suppliers. Simplify payment processing by sending BB&T a single file of payment instructions to initiate a transaction. Transactions, based on your instructions as dictated in this RFQ, are processed as ACH (including uploading debit cards), wire transfers or paper checks. Automated status reports and acknowledgments are sent to inform you of the status of your transaction (accepted, rejected or accepted with changes). The Agency may send single or multiple files throughout the day.

- **Check Printing:** Each day BB&T will process, print and mail all check disbursements from our Bullit Street processing facility in Charleston. We will print all of the checks as required as result of the previous business day's OSCAR nightly account processing. The checks shall meet the definition of negotiability as set forth in WV Code Section 46-3-104. Checks will be disbursed in the time frame established by the Agency. All checks that meet the requirements of the Agency will be delivered for mailing by 3:00 daily.
- **Payment Instruction File Handling:** Upon BB&T's receipt of your payment instruction file, edits are performed, acknowledgements are returned, and transactions are processed by the appropriate payment channel. The processes that are used to deliver payment orders run continuously throughout the business day. Check issue information will be automatically sent to BB&T Account Reconciliation. BB&T will then provide the Agency with the account reconciliation information and associated reports as described in this RFQ. BB&T will also provide Positive Pay service to protect the Agency against check fraud. Positive Pay allows only the checks matching in check number and amount to be processed against your account.
- **Electronic Acknowledgement Notification:** Electronic acknowledgement is the method by which BB&T notifies you of the status of your payment instruction file, including any issues that need to be resolved. Two types of acknowledgements will be sent to you. The Functional Acknowledgement indicates the bank's receipt and syntactical acceptability of each file delivered; this acknowledgement provides the status of each file as "accepted" or "rejected." The Application Advice indicates the acceptance or rejection of each individual payment. These acknowledgments assure you that BB&T received and processed your payment instructions.



Debit Card Processing

The BB&T Ready Access Preloaded Debit Card is a Visa®-branded reloadable debit card. A sample image is provided below; however, BB&T will work with the Agency to design a custom graphic to be used on the card for the purposes as described in this RFQ. The Ready Access Visa debit card can be used to make purchases wherever Visa® debit cards are accepted and to withdraw cash at ATM's worldwide. Agency Child Support Recipients' funds will be available for use the morning of each settlement day. BB&T will provide educational materials in both English and Spanish. In addition, BB&T will notify the cardholders in advance as to any changes pertaining to their debit card at no cost to the Agency. BB&T will assume the responsibility for the issuance of replacement debit cards to the cardholders as described in the RFQ.

Card can be used for the following types of transactions:

- VISA POS Purchases with BOTH signature and PIN
- Cash back at POS when using a PIN to complete the transaction
- ATM Cash Withdrawals
- Branch Cash Advances/Credit Card Advances
- BB&T Online Banking
- Mobile Banking and Alerts

The enrollment process is simple. BB&T has a dedicated Product and Operations Implementation Team who will support the Agency throughout the implementation process to ensure all the BB&T deliverables, including providing the Agency with enrollment packages – right through to explaining the related BB&T systems, making sure the program is appropriately configured, and even training the Agency staff to use the secured web application to manage the Ready Access card program.

In addition to the Product and Operations Implementation Team, a regional sales support manager will continuously monitor the implementation tasks and their progress. This regional manager will be an additional point of contact for the Agency during the implementation phase, and upon the Agency's request will be on-site for the initial disbursement cycle day.

The enrollment information to BB&T may be transmitted to BB&T in one of two ways:

Web-based Option:

- An Agency representative logs into a secure web-based application to transfer the appropriate information for each recipient from the enrollment form;
- BB&T Systems reviews each enrollment for accurate recipient identification data, and
- Returns to you the next business day each recipients' transit routing number and account number; and then
- BB&T creates a Card & fulfillment package and mails it to recipients (allow 7-10 business days)

Batch File Option:

- Client creates enrollment data file per BB&T Batch enrollment file format;
- BB&T sends back a log file with any errors to client (empty file if no errors);
- BB&T System reviews each enrollment for accurate recipient identification data;
- A file is returned to you the following business day which provides you with transit routing number and each recipients respective account number; then
- BB&T creates Card & fulfillment package and mails to recipient (allow 7-10 business days)

Ready Access cardholders have access to account information, via multiple methods which are accessible 24/7. These include:

1. 24 X 7 Toll-free Cardholder Support Line

Cardholders can access both an automated and live customer service representative assistance line. It provides bi-lingual support (English/Spanish) to cardholders. Through this line, cardholders can obtain:

- Account balance
- Transaction activity
- Report cards lost/stolen
- Process Transaction disputes
- Change their Personal Identification Number (PIN)
- Address/contact information updates
- Request a paper statement

2. Internet: (www.bbt.com/Ready Access)

Cardholders with Internet access can obtain the following information via this a secure internet site:

- Account transaction activity
- Available account balance
- Answers to frequently asked questions
- Link to the BB&T ATM locator
- Manage their contact information
- Print a dispute form
- View/print their monthly statement
- Change their PIN

3. Text Message – can obtain account balance by sending text to MyBBT (69228), after enrolling for mobile banking through the BB&T web site.

In addition to these methods, Ready Access Cardholder can enjoy the benefit of account assistance at any BB&T branch during retail banking hours. BB&T Ready Access cardholders can obtain cash back from nearly all Visa debit merchants as part of the POS transaction at no charge.

BB&T and its card processor have designed the Ready Access card program to minimize the potential for overdrafts to occur. Since the card is a prepaid Visa debit card, merchants debit card terminals typically automatically requested an authorization of funds prior to completing the transaction. Thus if sufficient funds are not in the account, the transaction is declined. There is no fee assessed to the card account for such a merchant decline.

During the implementation process, we will work with the Agency's staff to identify reporting requirements.

The Agency will have access to a secure web application called CardWiz which supports Ready Access card issuance. This site can provide reports 24x7, 365 days a year and allows the Agency to search for recipient account information and / or run a DDA report by recipient name, SSN#, Ready Access card number or Recipient ID (if entered during enrollment process). Report access on the CardWiz application can be managed at the User ID level, established by the Agency.

An ACH reject report will follow NACHA standards and the Agency will receive notices in the same manner as they would for direct deposit rejects.

Due to confidentiality regulations, we are not permitted to share a list of lost/stolen cards or replacement cards – keep in mind that the recipient's pseudo-DDA (which employer includes in the ACH file) is not affected by changes in individual Ready Access card numbers.

In addition, BB&T provides other back-office type reports on the Ready Access program reports in CSV, HTML, or both. One example of such a report is an account activation report. The report lists an abbreviated card number, recipient name, and date that the recipient activated their permanent Ready Access card. This report can be generated daily, weekly, or monthly. Enrollment statistics can be compiled centrally or broken down by location. These reports are available via secure Internet file transmission or via URL link to the Agency program specific reports. The frequency of such reports is configurable.

Card Loads via ACH

The Agency may initiate ACH direct deposit/card load transactions using our **CashManager OnLineSM** (CMOL) system or **Data Transmission**.

CashManager OnLine: This BB&T Internet-based solution allows you to maintain and update your ACH transaction data, import data and ACH formatted files, and transmit files electronically. BB&T CashManager OnLine offers the convenience of managing your ACH payment information over the Internet and performing other real-time cash management transactions anytime.

In CashManager OnLine the procedure to create and send an ACH transaction starts by accessing the credit/edit payments button on the ACH module. From there, The Agency would browse to identify the NACHA formatted file or other file that contains the ACH information and click on "Import". This would bring the file into CMOL and ready it for transmission. If the file is NACHA formatted, The Agency would use the pass through module to send BB&T the file. If the file is not NACHA formatted CMOL would reformat the file to NACHA standards using the "Text File Import".

Data Transmission: Using the industry standard National Automated Clearing House Association ACH file format, you can transmit your ACH transaction data directly to BB&T from your PC or mainframe. BB&T supports Secure FTP (SSH or SSL), Connect:Direct Secure Plus, and several other secure file transfer options to meet The Agency' technical requirements.

- **Notification of Return/Information Reporting:** ACH reporting is available through a CashManager Online Current Day ACH report. The following information is included on the Current Day ACH report: Account Number, Trace number, Amount, Customer ID Customer Name, Transit routing number, Company name and ID and Entry Description. Notifications of change will include corrected information. Returns will include a return reason code.
- **File Reversals:** The Agency will utilize CashManager OnLine to reverse erroneous or duplicate ACH files or transactions that were previously submitted for processing. BB&T's processing (release) Windows are as follows: 7am, 10am, 12pm, 2pm, 4pm, 6pm, and 8pm (ET). Released items may be reversed in accordance to NACHA Rules.
- **Security:** BB&T deploys commercially reasonable and accepted security measures and controls to protect ACH data. All viable client transmission methods are secured and/or encrypted. BB&T limits access to its ACH mainframe system and transaction data based on jobs needs. End to end dual controls, procedures and audit trails are incorporated throughout ACH processing from the point the file is transmitted until it is released to BB&T's ACH operator.
- **Prenotes:** BB&T strongly recommends using pre-notifications in accordance with NACHA rules. Pre-notifications are optional zero dollar transactions. Pre-notifications are generated at least six days before live date. The receiving bank is required to verify account number for pre-notifications. The receiving bank must correct the account number or return a notification of change (NOC) within two banking days.

- **ACH Debit Block:** For any accounts which should have absolutely no ACH activity, we would recommend the use of ACH Debit Block. This prevents any ACH debits from posting to the account and automatically returns the item to the ACH originator.

ACH Debit Filtering with Positive Pay: This service would allow The Agency to authorize specific ACH activity on a daily basis for the associated accounts:

- The Agency would authorize in advance only certain vendors / trading partners to electronically debit the specified account(s)
- BB&T provides the ability for The Agency to submit the ACH authorizations electronically, via transmission, if desired
- ACH debits may be authorized by The Agency:
 - At an originator level
 - By Company ID of originator with specific dollar limit
 - By Individual ID
 - By single or recurring authorization instructions
 - By recurring authorizations cycles
 - By authorization start and end dates

Information Reporting

CashManager Online is BB&T's internet-based balance reporting and transaction initiation system. Ever-changing and time-critical information about your BB&T accounts is available at your fingertips at any time, and any place with high-speed internet access.

CMOL features include:

- Access to images of DDA and Account Analysis Statements
- Access to current and previous day balances and transactions
- Notification of incoming wires and confirmation of outgoing wires
- Initiate single ACH and wire transfers (domestic and international)
- Initiate real-time intra-bank account transfers
- Ability to set up templates for recurring ACH and wire transactions

Information Reporting: BB&T's CashManager Online service provides both account balance summary reports and transaction detail reports. Current Day Detail Reports include detail transaction information for wire transfers, ACH activity, controlled disbursement, lockbox and return deposited items. Reports are available for viewing Monday – Sunday, 24 hours a day. They are updated at least every thirty minutes from the time of processing, starting at 8 a.m. ET and concluding at end of day for specific products. i.e. wire transfers @ 5 p.m. ET, and ACH @ 6 p.m. ET.

Previous Day Detail Reports include detail transaction information on all debits and credits from the previous night's processing. CashManager Online does have a comprehensive report that includes all detailed transactions for 187 rolling calendar days.

The Agency may be interested in taking advantage of a feature available through CMOL whereby Information can be downloaded in Comma Separated Value (CSV) and/or BAI2 formatted files. The Agency would have the ability to download based upon transaction type, i.e., paid checks, outgoing wire transfers, electronic debits or credits, etc. Downloaded data can then be used to automatically update the Agency' internal systems and to produce management reports. As the Agency continues to look for reconciliation efficiencies, CashManager Online will offer flexibility for enhanced automation.

Online Statements Access bank, account analysis and investment sweep statements online through CashManager Online. Bank statements will be available for viewing and printing the second business day after the statements have been generated for the cycle.

Transaction Search Inquiries can be made based upon the following criteria: all credits, all debits, ACH credits, ACH debits, deposit transactions, paid check transactions, lockbox credits, lockbox debits, incoming wires, outgoing wires, ZBA credits, ZBA debits, other credits, other debits.

Online Images CMOL provides paid check, deposit, deposited item and returned deposited item information for up to 7 years. Check images can be flipped, zoomed, inversed, printed and archived for future reference.

ACH Module The Agency can utilize CashManager Online to create and transmit an ACH file to BB&T via the internet, or use one of the convenient file import tools to upload a NACHA format, fixed format or CSV format file created in other applications for transmission to the Bank. We recommend direct deposit disbursement files are received by 8 p. m. ET two business days prior to the effective date to ensure timely deposit to recipients' accounts.

Wire Module The Agency can utilize the CashManager Online wire module to originate repetitive and non-repetitive wire transfers (domestic & international) from your BB&T account. Domestic or international wires may be sent until 5:00 p.m. EST each business day for same-day processing. BB&T recommends that The Agency access a current day report via CashManager Online to review detailed information for incoming and outgoing wire transfers including amount, type, date, time, status, beneficiary or originator (outgoing or incoming), FED reference number, BB&T reference number, ABA routing number, address (outgoing only) and comments.

Stop Payment Module The Agency can make check inquiries, place and cancel stop payments and receive online confirmation. Stop payment requests can be initiated until 9 p.m. each business day for same-day processing and are effective upon placement for duration from 6 months-7 years.

Secure Transactions BB&T understands that information security is a top priority for The Agency. CMOL incorporates multiple levels of security, so The Agency can be confident sensitive account information is safeguarded. These security measures include Secure Socket Layer (SSL) data encryption, Two-Factor Token Authentication, user authentication, operator limits on access to services, functions, and approval/payment amounts, the ability to restrict "free-form" transactions, and the ability to deploy multiple payment approval schemes.

Event Notification: An optional Event Notification service is available which provides an email notification of banking transactions that include positive pay exceptions are available to view.

User Administration One or more the Agency' recipients are assigned to be CMOL security administrators, allowing the Agency to completely control CMOL access and online entitlement. BB&T recommends the "Security Administrator" designation be restricted to a very limited number of The Agency recipients.

The Agency is encouraged to view BB&T's CashManager Online demo via the following link:
http://www.bbt.com/bbt/flash/treasuryservices/CMOL2/CMOL_BBT/BBT_CMOL.html

CashManager Online minimum technical requirements are as follows:

Memory (RAM):	Minimum 256 MB (512MB or greater recommended)
Monitor:	SVGA 1024 x 768
Operating System:	Windows® XP, Windows® 2000, Windows® VISTA
Browser Software:	Microsoft® Internet Explorer 6.0® or higher
Additional requirements:	Sun JVM v1.3 or higher

Designated Account Representatives:

BB&T places great importance on providing quality financial services and building a strong and vital working relationship with Agency. We are committed to working closely with you to provide payments services solutions that meet your objectives.

BB&T offers a unique blend: A Relationship Team who knows your needs and has product expertise, stringent quality control, superior customer service, and on-call consultative specialists. This added value, coupled with our financial strength and stability, makes BB&T a solid solution to all your banking needs. BB&T recommends that the Agency contact the local support team for initiating inquiries that require research and/or adjustments.

Our service is top quality and the BB&T standard is to respond immediately on all client issues and provide resolution same-day and/or as soon as possible. The majority of client issues are resolved same-day, in a friendly and helpful manner. The BB&T Relationship Team includes the following:

Michael A. Holtsclaw
West Virginia Central Region Business Deposits Officer
Government / Public Funds Group Manager

Mike came to Branch Banking & Trust in September 2002. Previous positions held at BB&T: Commercial Credit Analyst, Business Banker, and Business Services Officer. Mike is a top performer securing the elite status of Sterling Performer and is a Vice President. Mike has been instrumental in managing and growing the Commercial and Small Business Portfolios. Mike is a life long West Virginia resident. Mike is a Graduate of West Virginia State University with a Bachelor of Science in Business Management, he holds a Master of Business Administration from the College of Business and Economics at West Virginia University, and is a graduate of the BB&T Banking School at Wake Forest University. Mike's current role at BB&T is Business Deposits Officer and Manager of the Government / Public Fund Group. Mike focuses on relationship management, product implementation and sales of services to clients. His primary emphasis is Public Fund clients.

Phyllis Arnold
BB&T State of West Virginia President

Phyllis Arnold has over 40 years of experience in the financial institution industry, including 4 years as the Commissioner of Banking for the State of West Virginia. She joined BB&T in 2000 with the acquisition of One Valley Bancorp, Inc. Mrs. Arnold served as Chief Operating Officer, Chief Executive Officer and President of One Valley Bank. Phyllis Arnold obtained a Bachelor of Science degree in Business Administration from West Virginia University, a Master of Business Administration from Marshall University and is a graduate of the Stonier Graduate School of Banking. She is actively involved in numerous non-profit organizations and community service. In 2006 Phyllis Arnold was recognized in the WV Executive Magazine as one of the 50 most powerful West Virginians and in 2007 she was inducted into the West Virginia Business Hall of Fame.

Frank Kushman**Treasury Services District Sales Manager**

Frank Kushman is a Senior Vice President with BB&T, overseeing a 5 state territory for the payment solutions division. He has 28 years of banking experience, providing treasury and payment solutions to companies large and small as well as governmental and nonprofit organizations. Mr. Kushman has a keen insight in to the working over governmental agencies from his years spent with Mellon Bank in Philadelphia where he supported the needs of the United States Government and its myriad of Agencies and Departments. Mr. Kushman is a Certified Treasury Professional and a graduate of the University of Florida.

Michelle Jordan**Payment Solutions Consultant**

Michelle Jordan is a Vice President and joined BB&T in 2004. Ms. Jordan has over 15 years of experience within the finance industry and 9 years of treasury services specialization. She oversees treasury services for BB&T throughout central and southern West Virginia. She has received the distinguished recognition within BB&T as being a Sterling Performer. Prior to her position with BB&T, Michelle was the Public Funds Officer with another top financial institution. She is a West Virginia native and earned a Master of Business Administration from Marshall University. Ms. Jordan is also a Certified Treasury Professional.

Gabriella Huffaker**Payment Solutions Specialist**

Gabriella is an Assistant Vice President and joined BB&T during the acquisition of One Valley Bank in 2001. She has over 11 years of experience within treasury services and is a distinguished Sterling Performer for BB&T. Prior to her position in treasury services, Ms. Huffaker was the merchant sales representative for One Valley Bank for 9 years. Gabriella attended the WV Bankers School.

Regina Lewis**State Government – Public Funds Deposit Officer, Merchant Support Manager**

Regina is a Vice President with BB&T and has 19 years banking experience. Regina began her career with One Valley Bank in 1992 in customer service. She then moved to South Carolina, where she worked for the South Carolina State Credit Union and Wachovia Bank. Regina gained much of her bankcard experience while working as a call center supervisor with Wachovia Bank. Upon moving back to West Virginia in 1998, she went to work with One Valley Bank/Branch Banking and Trust. Regina works in partnership with Michael Holtsclaw and serves as either a primary or second point of contact to many of the State of WV agency clients. Her primary focus is managing the merchant relationship for product implementation and service enhancements while overseeing the daily cash management functions and reconciliation needs for the State of WV.

Nancy Kelly**Administrative Assistant**

Nancy has 32 years banking experience. Nancy has worked in many diverse areas to include Bookkeeping, Teller, Accounts Payable, Retail Banker, and Business Services Assistant. Nancy has served as Administrative Assistant and Account Cash Management Specialist for the last 8 years. Nancy works directly with Michael Holtsclaw and the State of WV Support Team providing transfers and reconciliation of various accounts. Nancy is very experienced handling daily client requests and serves as a daily point of contact to many of the State of WV and large Commercial deposit clients.

Janice Chapman**Administrative Assistant**

Janice has 24 years banking experience. She has worked in several different areas of the bank to include bookkeeping and wholesale lock-box account services. As an account reconciliation specialist, Janice was responsible for balancing 15 corporate accounts, the largest account being that of the State of WV, Treasurer's Disbursement Account of which she balanced both the paid and outstanding items. For the past 10 years Janice has been working with the daily cash management and merchant services invoicing for the State of WV Agencies. Her primary focus being the preparation of several hundred invoices for each State Agency merchant for all card types and all merchant related services. Janice also works with the Disbursement Account daily reconciliation, forgery processing and the cash management functions for State of WV Treasurer's Office and Workforce West Virginia.

Angie Truman**Administrative Assistant**

Angie has 10 years banking experience. While attending West Virginia University she worked during the summer for the BB&T Morgantown office in the Trust Department. Angie began working with the BB&T State of WV Support Team upon graduation from WVU and has been the primary support for the WV State Agencies, merchant services needs. Angie also provides support for several daily cash management, account analysis and GL reconciliation needs for State Government clients and the BB&T State of WV Support Team. For many State merchants, Angie is their main contact for support. Angie also manages the monthly account analysis, daily account reconciliation and adjustments for five regions of US Postal Service.

Implementation/Conversion Plan

Our consultative methodology allows us to become an integral part of your business process. We will partner with you to focus on process improvements and enhanced business controls. This means fully understanding your needs and processes, and automating as many of these tasks as we can, in as flexible and transparent manner as possible. BB&T believes that a project such as this undertaking with The Agency to implement the services discussed in the RFP requires a great deal of planning and follow-up by both BB&T and the Agency. BB&T is prepared to commit appropriate resources to achieve the final objective; a smooth conversion for the Agency.

The Agency's Relationship Manager, Michael Holtsclaw, and primary Treasury Sales Consultant, Michelle Jordan will be involved in implementation meetings as appropriate and regularly informed of progress and the implementation process as it moves forward.

Upon notification of selection, BB&T will prepare a detail transition plan meeting the requirements as described on page 29, item B. This plan will then be in presented in a formal and documented management approach based upon Project Management Institute (PMI) industry standards and guidelines. For the purpose of this RFQ, BB&T has provided a brief project management work plan as to show that all products and services required by the Agency can be provided.

We believe that the most successful implementations require a relationship where both partners are committed to the development of a well-organized business model. To that end, we assemble our project team to collaborate with you and deliver the right solutions to achieve your strategic goals. An implementation officer is assigned to ensure a structured approach and that the project progresses as planned. BB&T strongly believes in the concept of an Implementation Team that will be fully responsible for seeing that the implementation is completed and that the conversion is seamless and holds no surprises for either party. BB&T will establish an Implementation Team and appoint an Implementation Project Manager to manage and oversee the implementation of services.

The implementation team will be responsible for the following high level tasks:

- Develop detail project plan and timeline for conversion
- Outline and engage team members from supporting areas within BB&T
- Define roles and responsibilities
- Coordinate technical requirements
- Define implementation and processing workflows
- Define exception processing workflows
- Coordinate file formation and connectivity testing
- All other tasks as determined by the Agency and BB&T

BB&T has provided the Agency a sample high-level project plan which provides general timelines:

Task #	Task Name	Lead Time	Owner	Status	Comments	Week 1	Week 2	Week 3	Week 4	Week 5
1	Administrative Tasks	1 Day	The Agency & BB&T							
1.1	Initial Relationship meeting	1 Day	The Agency & BB&T		Conducted in advance of kickoff meeting					
1.2	Kick-off Meeting	1 Day	The Agency & BB&T							
1.3	Confirm Project Scope of Services	1 Day	The Agency							
1.4	Confirm Implementation time frames	1 Day	The Agency & BB&T							
1.5	Set up & facilitate periodic status meetings	Weekly	BB&T							
1.6	Provide Project Team contact information	1 Day	BB&T							
1.7	Provide Project Manager & Project Team contact info	1 Day	The Agency							
2	Documentation Account Structure									
2.1	Provide required info	1 Day	The Agency							
2.2	Provide Account Opening docs & reserved acct #'s	1 Day	BB&T							
Task #	Task Name	Lead Time	Owner	Status	Comments	Week 1	Week 2	Week 3	Week 4	Week 5
2.3	Return completed documents	1 Week	The Agency							
2.4	Receive docs, structure & open accts	1 Week	The Agency & BB&T							
3	Agreements & Implementation Forms									
3.1	Provide forms and agreements	1 Day	BB&T							
3.2	Complete & return forms & agreements	1-2 Weeks	The Agency							
4	Payments Controlled Disbursement									

4.1	Determine requirements, master funding acct, etc	1 Day	The Agency & BB&T							
4.2	Provide MICR check printing specifications	1 Day	BB&T							
4.3	Release setup to BB&T operations	1 Day	BB&T							
4.4	Print sample checks & provide to BB&T for testing	1 Day	The Agency							
4.5	Test checks & notify The Agency of results	5 Days	BB&T							
5	Account Reconciliation and Positive Pay									
5.1	Review service requirements	1 Day	The Agency & BB&T							
5.2	Provide user guides and file specifications	1 Day	BB&T							
5.3	Provide forms for completion & signature	1 Day	BB&T							
5.4	Return completed documents	1-2 Weeks	The Agency							
5.5	Release setup to BB&T operations	1 Day	BB&T							
6	Check Issue File Transmission & Testing									
Task #	Task Name	Lead Time	Owner	Status	Comments	Week 1	Week 2	Week 3	Week 4	Week 5
6.1	Exchange ID's, passwords, encryption keys	1 Day	The Agency & BB&T							
6.2	File Testing	15 Days	The Agency & BB&T							
6.3	Sign-off on testing complete & move to production	5 Days	The Agency							
6.4	Send first live issue file & discuss results with BB&T	1 Day	The Agency							
8	Cash Manager Online Administrative									
8.1	Review service requirements	1 Day	The Agency & BB&T							

8.2	Submit setup requests	3 Days	BB&T		Accts must be open					
8.2.1	Add information reporting	2 Weeks	BB&T							
8.2.2	Add reconciliation	2 Weeks	BB&T							
8.2.3	Add Positive Pay Image Access	2 Weeks	BB&T							
8.2.4	Add Account Recon Reports	2 Weeks	BB&T							
8.3	Schedule Training	3 Days	BB&T							
8.4	Perform Training	1 Day	BB&T							
9	Post Production Follow Up									
9.1	Review and verify all services working satisfactorily									
9.2	Provide BB&T post-implementation contact list	1 Day	BB&T							

Training, user manuals and technical assistance are provided as part of the implementation process. We will provide training to all recipients during the implementation process and we are pleased to offer additional or follow up training as required by our clients. BB&T's Client Support department has dedicated technical support professionals, who are available from 8:00 a.m. through 8:00 p.m. EST, Monday through Friday. By simply dialing a toll-free number, Clients can contact product specialists at their convenience for training and technical assistance.

For several of our online products (Cash Manager Online and our Onsite Remote Deposit product) we utilize a proactive training model; this model includes a scheduled one-on-one training session with a trainer. We also facilitate daily instructor-led webinars in which many clients can participate at one time. These webinars allow a client to participate as often as they would like or have as many members of their firm participate at one time. Once the training is complete, BB&T provides our 800 number for the Client Support team and a phone number to reach a member of the training team to schedule an individual training.

References

Perdue Farms

31149 Old Ocean City Road
Salisbury, MD 21804
Pre-loaded Debit Card Service client
Contact: Bill Perry, 410-543-3287

Charleston Area Medical Center

501 Morris Street
Charleston, WV 25301
Charleston Site Lockbox client
Contact: Kathleen Gatskie, 304-348-5432

Temporary Resources

7748 North Point Boulevard
Winston-Salem, NC 27106
Pre-loaded Debit Card Service client
Contact: Kim Beauchamp, 336-970-5228

Addenda



Here's Your New BB&T Ready Access Card

Begin Using Your Card in Three Simple Steps

1. Call 1-866-845-6290 and enter your card number and four-digit passcode. Your passcode will be the last four digits of your Social Security number. Follow the instructions on the call to activate the card.
2. While on the call, follow instructions to get your temporary Personal Identification Number (PIN). Select a new PIN that is hard for others to guess, but easy for you to remember. Do not give anyone else your PIN, or write it on the card. You will need your PIN to get money from an ATM or to get cash back at the time of purchase at participating merchants.
3. Turn the card over and sign your name on the white strip.

You can also activate your card and change your PIN online. Just go to www.bbtreadyaccesscard.com. You will need your card number and passcode. Your passcode will be the last four digits of your Social Security number.

Tips For Using Your Card

- Do not allow anyone to use your card or know your PIN.
- Always remove your card from the ATM once you have completed your transaction.
- Do not withdraw money for an "official" person. No police officer or bank employee will ever ask you to withdraw money for any reason.
- You may be charged additional fees by the ATM provider if you use a non-BB&T ATM. See the enclosed Terms and Conditions and Pricing Information for complete details on your card.

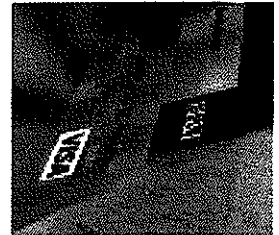
Your New BB&T Ready Access Card is Safe and Convenient

Use this card to:

- Make purchases anywhere that accepts Visa®
- Get cash at ATM machines 24 hours a day
- Get cash back at the time of purchase at participating merchants

Use Your BB&T Ready Access Card Everywhere Visa Debit Cards Are Accepted

Use your new card to make purchases for all your needs. Just give the card to a cashier, waiter, or attendant, and then sign the receipt or enter your PIN to complete your purchase. Each time you use your card, the purchase amount is deducted from the amount available on the card.



Your benefit payment is automatically loaded onto your card at the time you would normally receive your paper checks. You can keep track of your purchases or check your available balance at any time by phone at 1-866-845-6290 or on the Internet at www.bbtreadyaccesscard.com.

Catalog #1090368
Rev. 05/01/07
Member FDIC

Introducing Your New BB&T Ready Access Card

Special Purchasing Tips

POINT OF SALE PURCHASES

You can use your debit card for purchases at any merchant who accepts Visa as a payment option. You can also request cash back from most merchants in addition to the amount of the purchase. To receive cash back, ask the merchant at the time of the sale or follow the directions on the merchant's automated card processor.

RETURNING A PURCHASE

Every store has its own return policy and will handle the return in the same way as any other Visa transaction.

GAS STATIONS

When you pay at the pump, some stations check to see if you have enough money to pay for a full tank (up to \$50) because they don't know how much gas you are going to buy. If your card is declined, and you know you still have money, tell the attendant how much gas you intend to buy and sign the purchase receipt for the amount available on your card. You may also choose to pay for your gas purchase inside with the attendant, instead of paying at the pump.

Important Information About Your BB&T Ready Access Card

- Use the card for purchases anywhere that accepts Visa® debit
- Make cash withdrawals at ATM machines
- Have access to your funds 24 hours a day

www.bbreadyaccesscard.com
Catalog #1090385
Rev. 05/01/07

There's opportunity here

BB&T

There's opportunity here

BB&T

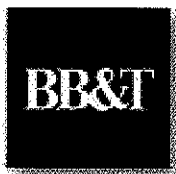
State of West Virginia
Health & Human Resource:
Child Support Enforcement



Pricing Proposal
for Depository and Banking Services
RFQ#CSE11062

Response Date: April 21, 2011

Presented by:



Relationship Manager

Michael Holtsclaw

Vice President

Business Deposits Officer

300 Summers Street

Charleston, WV 25301

Office: 304-348-7078

Fax: 304-341-1037

MHoltsclaw@bbandt.com

Treasury Management

Michelle Jordan

Vice President

Regional Payments Consultant

300 Summers Street

Charleston, WV 23501

Office: 304-348-7314

Fax: 304-341-1037

DMJordan@bbandt.com

RECEIVED

2011 APR 21 PM 12:33

WV PURCHASING
DIVISION

Table of Contents

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Attached: RFQ and Bid Bond Documents	
Total Cost Summary by Year	Page 5
Cost Proposal and Methodology.....	Page 6
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• Scanning Services.....	Page 9
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Bank Fee Schedule	

April 21, 2011

Ms. Roberta Wagner
Purchasing Division
Department of Administration
2019 Washington Street, East
Charleston, WV 25311

Dear Ms. Wagner,

BB&T is pleased to present the State of West Virginia Department of Administration ("the Agency") with a comprehensive proposal for depository and banking services and is indeed grateful for the opportunity to earn the Agency's relationship. BB&T will afford you unmatched experience, innumerable resources and tremendous human capital. This proposal details BB&T's capacity to provide the required banking services to the Agency as well as our recommendations for best practices. BB&T is in agreement and wishes to comply with the stated terms and conditions as presented in the RFQ, its Exhibits and Appendices, as well as any addenda to the RFQ. Any oversight or omissions are unintentional and will be clarified upon request to the Department of Administration in accordance with the RFQ provisions and the State of West Virginia procurement policies.

Attached please find the pricing portion of RFQ CSE11062, attached under a separate cover is the Technical proposal of the RFQ.

For more than 139 years, BB&T has been a leader among financial institutions and is currently the 10th largest financial holding company in the United States. BB&T Corporation is a North Carolina Chartered Bank, and is in compliance with all laws and governing regulations. We are well positioned to provide the Agency with services that meet your objectives to achieve the most productive use of resources, minimize operating costs and bank fees, safeguard assets, utilize available technology, and provide maximum flexibility in the management of day-to-day operations.

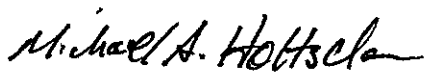
Superior customer service and a relationship approach: BB&T Corporation is one of the largest financial services holding companies in the U.S. with approximately \$157.1 billion in assets and market capitalization of \$18.3 billion, as of Dec. 31, 2010. While BB&T is the 10th largest American bank, we maintain a community bank approach with our client relationships, ensuring that most decisions involving the relationship are made locally. As part of this proposal BB&T has committed local resources and will maintain and enhance the Charleston based Operations and Lockbox area, truly making this a WV partnership, our operations and employees are within the local area as defined in the RFQ. BB&T has committed to provide local operations, local Relationship Managers and a team to support the Agency in all aspects of the proposal.

Comprehensive menu of products and services: Central to our mission is a commitment to create and deliver services that help our clients achieve economic success and financial security. To this end, BB&T offers a full range of financial services for the Agency, its employees and clients. Below is the

pricing as it relates to the RFQ, we have made every attempt to provide the pricing in the method requested. In addition to the required listing of prices, assuming the given data, we have included associated costs related to the transition and licensing necessary to the conversion. To aid in the conversion of the services, should we be successful in our bid, we have provided a \$100,000 credit to be applied to services related to the cost of the conversion and integration of systems and technology.

BB&T would be honored and privileged to be selected as the Banking Partner for the Agency. Our pledge is to provide your Agency with an unsurpassed level of service excellence, delivered by a highly personalized team of seasoned professionals, which will ensure a strong and successful relationship. As signed below by the local authorized officer of the Bank, the herein listed pricing offer will prevail for the period of one year after the closing date of the receipt of the Bid to insure the ability to plan a budget conscious efficient transition. Pricing projections have been illustrated through the life of the contract and each of the renewal terms, as requested. We hope you will find the services provided and the pricing appropriate to award us the bid.

Sincerely,



Michael Holtsclaw

Agency _____
REQ. P. O# CSE11062
Bond # 105591548

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Branch Banking and Trust Company of Charleston, West Virginia, as Principal, and Travelers Casualty and Surety Co of America of Hartford, Connecticut, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of One Hundred Thousand Dollars (\$ 100,000.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for providing Centralized Child Support Collection, tracking, and disbursement, ensure all Child Support payments are collected, tracked, and disbursed efficiently and accurately as outlined in specifications for WV Health and Human Resources Bureau for Child Support Enforcement.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or effected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 15th day of April, 2011.

Principal Corporate Seal

Branch Banking and Trust Company
(Name of Principal)

By Michael S. Hattelaw
(Must be President or Vice President)

VICE PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Co of America
(Name of Surety)

Jennifer Schulteis
Attorney-in-Fact Jennifer Schulteis

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222460

Certificate No. 003870140

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jennifer W. Cole, Nila Swink, and Jennifer Schultheis

of the City of Asheville, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

Request for Quotation

RFQ NUMBER
 CSE11062

1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

Branch Banking & Trust Co.
 300 Summers St.
 Charleston, WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-33		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT OPEN END CONTRACT BUREAU FOR CHILD SUPPORT ENFORCEMENT IS SEEKING TO VENDOR TO PROVIDE FOR THE CENTRAL COLLECTION, DISTRIBUTION AND TRACKING OF CHILD SUPPORT PAYMENTS MADE FOR CASES BEING ADMINISTERED UNDER THE WEST VIRGINIA BUREAU OF CHILD SUPPORT ENFORCEMENT, PER THE ATTACHED SPECIFICATIONS. A MANDATORY PREBID VENDOR PREBID CONFERENCE WILL BE HELD ON 3/21/2011 AT 1:30 PM AT 350 CAPITOL STREET, ROOM B-11/12 CHARLESTON, WV 25301. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Heltsler</i>	TELEPHONE 304-348-7078	DATE 4-15-2011
TITLE VICE PRESIDENT	FEIN 56-1074313	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 CSE11062

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 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 CSE11062

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES; THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

SIGNATURE			TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 CSE11062

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUSINESS ON 3/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 3/21/2011 AT 1:30 PM IN RM B11/21 AT 350 CAPITAL STREET. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
CSE11062

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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
104-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----CSE11062----- BID OPENING DATE:-----4/7/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-341-1037----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----MICHAEL HOLTSCLAW-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER:
CSE11062

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
 TYPE NAME/ADDRESS HERE

*BRAWN ADMIN & TRUST CO
 300 SUMMERS ST.
 CHARLESTON WV 25301*

SHIP TO:
**HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **04/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
<p>1. RESPONSE TO PREVIOUSLY SUBMITTED RESPONSES FROM THE MANDATORY PRE-BID MEETING. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: CSE11062</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>[Signature]</i> NO. 2 <i>[Signature]</i> NO. 3 <i>[Signature]</i> NO. 4 NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
CSE11062

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

BRANCH BANKING & TRUST CO.
 300 Summers St.
 CHARLESTON WV 25301

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Michael Holtclaw</i> SIGNATURE</p> <p>..... <i>B B + T</i> COMPANY</p> <p>..... <i>04-15-2011</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Grand Total of all Required Services
\$7,401,743.00

Total Cost Summary by Year

Costs:

Cost Sheet #CSE11062

Time Frame	Not to exceed Total of All-Inclusive Annual Cost	Components of All-inclusive Annual Cost		
		Transitional Cost	Monthly Operational Cost	Ancillary Cost
Year 1	\$973,053.00	(\$100,000)	\$89,004.42	\$5,000
Year 2	\$1,068,053.00		\$89,004.42	
Year 3	\$1,068,053.00		\$89,004.42	
Year 4	\$1,073,146.00		\$89,004.42	
Year 5	\$1,073,146.00		\$89,004.42	
Year 6	\$1,073,146.00		\$89,004.42	
Year 7	\$1,073,146.00		\$89,004.42	
Total Cost	\$7,401,743.00			

Cost Proposal

This Cost Proposal is presented by Branch Banking and Trust (BB&T) in response to the West Virginia Health and Human Resources, Bureau for Child Support Enforcement Request for Quotation to provide for the centralized collection, distribution and tracking of Child Support Payments.

The price quotations are provided in the following Cost Schedules as listed in the RFP under "Costs". The costs are in support of the services offered, which meet the requirements and comply with all regulations of the Agency. The Cost Proposal addresses the requirements as specified in the RFQ.

Pricing Approach

The cost quotations are derived from the unique experience we have attained as a service provider to many State and Local Agencies, as gained through our on going and growing relationships. The listed items will provide the Agency a cost effective solution and improved quality of service. The prices offered provide technological enhancements and the local reliability of a Charleston, West Virginia, Processing Center. We propose to provide the highest level of service while meeting all of the RFQ criteria, provide a state of the art imaging center, and Relationship Managers, in Charleston, WV. Our goal is to provide the highest quality of service and support to the Agency through a team of local employees, provide a quality platform that has the technology to grow and to meet all of the future needs of the Agency. While we understand that cost is important, we also understand that meeting the requirement of having a local processing center that provides enhanced quality and access to the Agency is key to a successful partnership.

We will provide all of the contracted services, in full compliance with the RFQ requirements, terms and conditions referenced, within the agreed upon time period, and within budget. As requested in the proposal we can accept payment for services on the Purchase Card, we would prefer, and do request that the Agency accept an invoice for services and pay via Check or direct ACH to the Bank or other acceptable alternative as mutually agreed. BB&T will also facilitate payments to other vendors providing related contract services, such as providing check stock, deposit slips and other approved items, through the analysis billing at 5% over the stated invoice total listed. The additional fee is related to the internal cost of preparing and managing the payment on behalf of the agency. The fee will not apply to any BB&T originated fees.

The Agency will realize substantial value through improved accuracy, service, and efficiencies provided by the Charleston Relationship Manager, the local support team and Lockbox service center team. As the electronic channels for payment processing expand, we are positioned to provide a cost effective solution to the Agency, today and for many years.

Transition Cost

BB&T will have **no** transition costs to the Agency, outside of normal service costs, licensing and software fees required to provide services and connectivity to the Agency. BB&T will also provide a \$100,000 credit to the price of outside costs and services over the first year to help absorb the costs related to the transition. The \$100,000 will be applied to the overall cost as illustrated in the RFQ language.

Account Rate Structure

BB&T internally manages the ECR. In management of these rates, a senior management committee examines various indices including the US. Treasury Bill, Fed Funds, current Prime Rate and other investment/economic barometers to determine when changes to BB&T's rates are warranted. Rates are established monthly and are subject to change daily. As listed in the table your proposed rates are based on a variable rate as indexed internally or on the basis described.

Account Rate Structure CSE #11062

Account Type	Proposed Rate Calculation	Current Rate
Interest Bearing Checking Account	Fed Funds Target Rate	0.25%
Earnings Credit	Fed Funds Target Rate w/floor of 0.40%	0.40%
Sweep Account	Internally Managed Bank Rate	0.05%

The above table illustrates the proposed Account Rate Structure for depository services. The current rate displayed above is the effective rate as if April 2011, and is provided for reference. Our proposed rates will be variable as described in the center column above. The items above are provided as part of the Cost Proposal separate from the Technical solution.

Per Unit Fee Schedule

Per Unit Fees CSE #11062

Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total \$
Mail Payments Posted 43,000 /mo	0.77 \$399,600	0.77 \$399,600	0.77 \$399,600	0.77 \$399,600	0.77 \$399,600	0.77 \$399,600	0.77 \$399,600	\$2,797,200
EFT/EDI Payments Posted 44,000 /mo	0.10 \$52,800	0.10 \$52,800	0.10 \$52,800	0.10 \$52,800	0.10 \$52,800	0.10 \$52,800	0.10 \$52,800	\$369,600
Per Pmt Disbursed Per-ACH 114,000 /mo	0.20 \$278,420	0.20 \$278,420	0.20 \$278,420	0.20 \$278,420	0.20 \$278,420	0.20 \$278,420	0.20 \$278,420	\$1,948,940
Checks Disbursed-includes Postage 4,200 /mo	1.36 \$68,472	1.36 \$68,472	1.36 \$68,472	1.36 \$68,472	1.36 \$68,472	1.36 \$68,472	1.36 \$68,472	\$479,574

Debit Card Fee Services

Debit Card services will be supplied to the Agency at no cost. A card load fee is assessed for each card loaded through the ACH system and will be included in the monthly items invoiced; this is included in the Ancillary costs.

Cost Analysis (Per Unit Fees)

Based on credit/debit card processing volume and transaction volumes, BB&T proposes a flat rate pricing program. The rate is applied to all Visa, MasterCard, Discover, and debit transactions. The largest expense component is interchange and assessment fees that BB&T will pay to the card networks on the State's behalf. Should these fees increase or decrease; the processing rate may increase or decrease accordingly. The impacts from the pending debit card interchange legislation may also impact the processing rate.

- BB&T Credit/Debit Processing Rate: 2.10% (years 1-3) and 2.35% (years 4-7)
- Card Network Usage Fee: \$0.02 per transaction
- Visa Misuse of Authorization Fee: \$0.045 (as applicable)
- Visa Zero Floor Limit Fee: \$0.10 (as applicable)

Chargeback Handling Fee: \$10 per chargeback

Debit Cards:

# Cards	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total \$
600 /month								
# Deposits	0							
76,000 /mo								
# of Web Based Payments	7.16	7.16	7.16	8.01	8.01	8.01	8.01	
370 /mo	\$31,790	\$31,790	\$31,790	\$35,580	\$ 35,580	\$35,580	\$35,580	\$ 237,690
# of Customer Service Representative Payments	\$ 8.15	\$ 8.15	\$ 8.15	\$ 9.12	\$ 9.12	\$ 9.12	\$ 9.12	
60 /mo	\$ 5,868	\$ 5,868	\$ 5,868	\$ 6,565	\$ 6,565	\$ 6,565	\$ 6,565	\$ 43,864
# of Integrated Voice Recognition Payments	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.94	\$ 7.94	\$ 7.94	\$ 7.94	
60 /mo	\$ 5,111	\$ 5,111	\$ 5,111	\$ 5,717	\$ 5,717	\$ 5,717	\$ 5,717	\$ 38,201

The chart above illustrates the per use fee and the underlying annual cost based on the Units supplied.

Optional Services

Optional Cost Services

CSE
#11062

Document Imaging and Retrieval Interfaced With Agencies OnBase system

Units	/per	\$ per item	Year	Cost
47,000	month	\$0.00	Year 1	\$0.00
47,000	month	\$0.00	Year 2	\$0.00
47,000	month	\$0.00	Year 3	\$0.00
47,000	month	\$0.00	Year 4	\$0.00
47,000	month	\$0.00	Year 5	\$0.00
47,000	month	\$0.00	Year 6	\$0.00
47,000	month	\$0.00	Year 7	\$0.00

THIS COST IS INCLUDED IN THE SCANNING SERVICES QUOTE

Reports

**Reports
(Daily Reporting)**

CSE#11062

Report Name/Type	\$ Per Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total \$
Cash Reporting Balance Report	\$30.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$2,520.00
Balance and Transaction	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$2,250.00
Detail--Data Download	\$0.05	\$212.00	\$212.00	\$212.00	\$212.00	\$212.00	\$212.00	\$212.00	\$1,484.00
Cash Reporting Balance Transact Summary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Checks Paid Ascending Check Number	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Checks Paid Descending Dollar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Reporting Returns and Exceptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Check Inquiry (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stop Payment Request (Feature)	\$10.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$840.00
Image Retrieval Batch Entry (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exception Review (Feature)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PER ITEM FEES FOR DAILY REPORTING REMAIN AT A FIXED PRICE FOR THE CONTRACT TERM

A separate attached itemized listing of the services provided will provide full disclosure to the line items that may be billed as well as serve as the source document for many of the previously illustrated tables indicating the fees charged. Line item invoices will be prepared and provided each month.

Grand Total of all Required Services

\$7,401,743.00

Basis of Award: The vendor has bid on all tasks listed above. The Vendor has provided documentation supporting the meeting of all Mandatory Qualifications listed. The contract will be awarded to the lowest bidder who can meet all of the requirements of the RFQ.

Vendor Signature: Michael A. Heltsel
Branch Banking & Trust Co., by its Vice President

Date: 04-21-2011

BB&T

Proforma Customer Summary Statement

Bureau of Child Support Enforcement
21-Apr-11

PROPOSED PRICING FOR THE CONTRACT TERM

BANK SERVICES	UNITS	PRICE	AMOUNT	ANNUAL COST
** GENERAL BANKING SERVICES **				
Maintenance Fee	1	0.0000	\$0.00	\$0.00
Stop Payments		17.0000		
NSF/Overdraft		17.0000		
Account Analysis Invoice	1	0.0000	\$0.00	\$0.00
Deposits Processed	4 a day	0.2250	\$18.90	\$226.80
Credits Processed		0.2250		
822 Analysis Statement Fee		12.5000		
Items Deposited - On Us		0.0600		
Items Deposited - Instate		0.0600		
Items Deposited - Other	lbx items only	0.0600	\$2,580.00	\$30,960.00
Checks Paid	4,200	0.0800	\$336.00	\$4,032.00
Debits Paid		0.0800		
Electronic Checks Paid		0.0800		
Check Paid - Reject		0.2500		
Telephone Transfer Debit (non-automated)		2.5000		
Telephone Transfer Credit (non-automated)		2.5000		
In-Branch Transfer Debit		4.0000		
In-Branch Transfer Credit		4.0000		
Branch Check Image Access		2.0000		
Returned Deposit Item		10.0000		
ReDeposited Items-Special Handling Maintenance		10.0000		
Includes: 1206 - RDI charged to alternate account; 1220 - RDI Store Processing; 1222 - RDI General Instruction; 1227 - Return Advice - secondary notice		0.0000		
ReDeposited Items-Standard-Reclear		13.0000		
Cash Item - Branch of Deposit		12.0000		
Cash item - Branch of Ownership		12.0000		
Cash item - Branch other		12.0000		
Return Advice sent to alternate address		0.0000		
Checks and Supplies		0.0000		
Coin Rolling (per Roll)		0.1200		
Coin, per Roll Supplied		0.1200		
Currency, per \$1,000 Supplied		1.0000		
Coin & Currency, per \$1,000 Deposited		1.2000		
Deposit Correction		5.0000		
Night Depository Services		2.0000		
Account Confirmation- Verification		20.0000		
CPA Confirmations		20.0000		
Checks returned with Statement		3.0000		
Duplicate Statement		3.0000		
Cutoff Statement w/Checks		25.0000		
Hold Statement Fee		5.0000		
Check drawn on Canadian Bank		5.0000		
Credit Inquiries		20.0000		
Research Fee / Fax fee Check Photocopy		25.0000		
TOTAL GENERAL BANKING SERVICES			\$2,934.90	\$35,218.80

ACCOUNT RECONCILIATION SERVICES				
Recon - Full Maintenance per recon cycle	1	25.0000	\$25.00	\$300.00
Recon - Full Per Item	4,200	0.0500	\$210.00	\$2,520.00
Recon - Deposit Maintenance - per recon cycle		50.0000		
Recon - Deposit Per Item		0.0800		
Recon - Per Transmission	21	15.0000	\$315.00	\$3,780.00
Recon - Per Output diskette	1	20.0000	\$20.00	\$240.00
Recon - Manual Entry Request		10.0000		
Recon - Duplicate Report		10.0000		
Recon - Manual Entry Per Item		0.2000		
TOTAL ACCT. RECONCILIATION SERVICES			\$570.00	\$6,840.00
ACH SERVICES				
EDI/EFT Payments	44,000	0.1000	\$4,400.00	\$52,800.00
ACH Received Credit (over 100)		0.1200		
ACH Received Debit (up to 100)	42	0.1600	\$6.72	\$80.64
ACH Received Debit (over 100)		0.1200		
ACH Notification of Change		2.0000		
ACH Return Notification - Fax		3.0000		
ACH File/Batch Reversal (per file/batch)		50.0000		
ACH Transaction Reversal		15.0000		
ACH Return Items		5.0000		
ACH Originated Credits (1 - 5,000)		0.1400		
ACH Originated Credits (5,001 - 25,000)		0.1200		
ACH Originated Credits (25,000+)		0.0900		
ACH Monthly Maintenance	1	45.0000	\$45.00	\$540.00
ACH Input File Received/VENDOR		15.0000		
ACH Originated Debits (1 - 5,000)		0.1400		
ACH Originated Debits (5,001 - 25,000)		0.1200		
ACH Originated Debits (25,000+)		0.0900		
ACH Input File Received/TRANS	Trust Commerce 21	15.0000	\$315.00	\$3,780.00
ACH Direct Transmission Setup		100.0000		
ACH Originated Items	114,000	0.2000	\$22,800.00	\$273,600.00
Authorization Maintenance per Authorization		5.0000		
ACH Account Block Monthly Maintenance		15.0000		
ACH Account Block with Filtering Monthly Maintenance	1	25.0000	\$25.00	\$300.00
ACH Account Block File Input		10.0000		
ACH Account Block Reports	1	10.0000	\$10.00	\$120.00
ACH Payroll Card Set-up Coml.		250.0000		
ACH Payroll Card Set-up Corp.		500.0000		
ACH Payroll Card Loading		0.1200		
ACH Payroll Card Monthly Main (program A, B & E)		2.0000		
ACH Payroll Card Monthly Main (program F & II only)		3.0000		
TOTAL ACH SERVICES			\$27,601.72	\$331,220.64

CASHMANAGER ONLINESM				
CMOL Prior Day Information Monthly Maintenance	1	30.0000	\$30.00	\$360.00
CMOL Current Day Information Monthly Maintenance	1	30.0000	\$30.00	\$360.00
CMOL Small Business Maintenance		25.0000		
CMOL Stop Payment Maintenance	1	10.0000	\$10.00	\$120.00
CMOL Stop Payment - 6 months		10.0000		
CMOL Stop Payment - 1 year		12.0000		
CMOL Stop Payment - 18 months		20.0000		
CMOL Stop Payment - Cancel		10.0000		
CMOL Event Notification		10.0000		
CMOL Account Transfer		6.0000		
CMOL Image (per image viewed)		2.0000		
CMOL Prior Day Items		0.1500		
CMOL Current Day Items		0.1900		
CMOL Prior Day Data Download	4,242	0.0500	\$212.10	\$2,545.20
CMOL Current Day Data Download		0.0500		
CMOL Positive Pay Exception		0.0000		
CMOL Positive Pay Issue File		10.0000		
CMOL Positive Pay Image		2.0000		
Recon Manual Entry (file of issues created for that day's exceptions w/pay decisions)		10.0000		
Miscellaneous		0.0000		
Miscellaneous		0.0000		
TOTAL CASH MANAGER ONLINE			\$282.10	\$3,385.20

CD-ROM				
CD ROM Maintenance (per statement cycle)	1	25.0000	\$25.00	\$300.00
CD ROM Per Item	4,200	0.0500	\$210.00	\$2,520.00
CD ROM Per Disk Charge (per CD sent each statement cycle)	1	15.0000	\$15.00	\$180.00
CD ROM Per Duplicate Disk		15.0000		
TOTAL CD-ROM			\$250.00	\$3,000.00

EDI				
EDI Implementation Fee		500.0000		
EDI Monthly Maintenance		125.0000		
EDI Transaction Fee		0.4000		
Check Printing		0.0000		
One-time Implementation Fee		2500.0000		\$2,500.00
Monthly Maintenance Fee	1	125.0000	\$125.00	\$1,500.00
Check Processing Fee	4200	0.9600	\$4,032.00	\$48,384.00
Additional Pages		0.2000		
Check Pulls (per item)		20.0000		
Batch/Bundle (per pkg)		10.0000		
Programming (per hour)		150.0000		
Postage/Freight		Current Rates Apply		
TOTAL EDI			\$4,157.00	\$49,884.00

POSITIVE PAY				
Positive Pay Per Transmission	21	10.0000	\$210.00	\$2,520.00
CMOL Pos Pay Maint. w/Recon (Full, Partial or Deposit)	1	15.0000	\$15.00	\$180.00
CMOL Positive Pay Item		0.0800		
CMOL Positive Pay Item w/any Recon (Full, Partial or Deposit)	4,200	0.0400	\$168.00	\$2,016.00
TOTAL POSITIVE PAY			\$393.00	\$4,716.00

****WHOLESALE LOCKBOX SERVICES******Wholesale Image Services (Charlotte & Baltimore only)**

WLB Image Maintenance - per box	1	50.0000	\$50.00	\$600.00
WLB Per Check Imaged	43,000	0.2800	\$12,040.00	\$144,480.00
WLB Per Invoice Page Imaged - per page	47,000	0.1400	\$6,580.00	\$78,960.00
WLB Per Envelope Imaged		0.1400		
WLB Exception Item Imaged		0.0500		
WLB Per CD/DVD-Per Box		10.0000		
WLB Image Research Copy		2.0000		
WLB Image Research Per Hour (Large Request)		25.0000		
WLB Image Transmission	1	75.0000	\$75.00	\$900.00

Wholesale Web Exception Services

WLB Web Exception Monthly Maintenance		50.0000		
WLB Web Exception Per Item		0.5000		

Wholesale Standard Services

WLB Maintenance - per month	1	90.0000	\$90.00	\$1,080.00
WLB Payments - per item (includes check copy)	43,000	0.7100	\$30,530.00	\$366,360.00
WLB Exceptions - per item		0.7000		
WLB Cash Deposits - per item		1.2500		
WLB Deposits-per item	21	1.4800	\$31.08	\$372.96
WLB MICR Repair-per keystroke		0.0120		
WLB Setup & Implementation-one time charge		200.0000		

Wholesale Service Options

WLB Additional Check Copy-per check		0.1000		
WLB Payment Staple Option-per item		0.0450		
WLB Reinsert Detail in Envelope- per item		0.0500		
WLB Special Attach/Fold-per check		0.0500		
WLB Verify Paid-in-full-per item		0.0500		
WLB Foreign Check Processing-per check		1.0000		
WLB Customized Report-per month		100.0000		
WLB Custom Endorsement-per check		0.0500		
WLB Miscellaneous - actual cost		0.0000		
WLB Special Programming		400.0000		

Wholesale Services-Approval Required

WLB Special Sorting-per item		0.0500		
WLB Document Notation-per item		0.0500		
WLB Payee Review 10-19 - per check		0.1000		
WLB Payee Review 20-29 - per check		0.2000		
WLB Payee Review 30-39 - per check		0.3000		
WLB Payee Review 40+ - per check		0.4000		
WLB Weekend Transmission-per month		200.0000		

Wholesale Information Reporting

WLB Summary Deposit Fax - per fax		3.0000		
WLB Detail Fax Check 2nd location		3.0000		
WLB Detail Report-Fax - per fax		0.3500		
WLB Transmission-per month	1	50.0000	\$50.00	\$600.00
WLB Remitter Report Hard Copy - per month		75.0000		
WLB Deposit Summary Email - per month		35.0000		

Wholesale Package Mail Out

WLB Overnight Delivery (client provides billing acct number)		0.0000		
WLP Postage per item		0.1700		
WLB Mail Out to Multiple Locations-per month		20.0000		
Miscellaneous		0.0000		
Miscellaneous		0.0000		
Miscellaneous		0.0000		

****TOTAL WHOLESALE LOCKBOX****

\$49,446.08 **\$593,352.96**

AR-BOX

AR-Box Maintenance (formerly EL Box Maintenance)		40.0000		
AR-BOX Per Item		0.1000		

** WIRE TRANSFER**	
Incoming Wire Transfer	13.0000
Branch Initiated Wire	60.0000
Standing Order Wire	10.0000
Corporate Call Repetitive Wire	17.0000
Corporate Call Non-Repetitive Wire	17.0000
PC Repetitive Wire	9.0000
PC Non-Repetitive Wire	10.0000
Drawdown	15.0000
Wire Letter Advice	2.0000
Wire Fax Advice	5.0000
Wire Phone Advice	10.0000
CMOL Non Repetitive Wire	10.0000
CMOL Repetitive Wire	9.0000
International Incoming Wire	16.0000
International Outgoing Wire	50.0000
CMOL ² International PC Wire - <i>explicit charge</i>	30.0000
Wire Repair (in addition to standard wire transfer fee)	10.0000
Miscellaneous	0.0000
Miscellaneous	0.0000
TOTAL WIRE TRANSFER	
TOTAL ALL SERVICES	\$85,634.80
	\$1,027,617.60

Introducing your new BB&T Ready Access Card

Enclosed is your new BB&T Ready Access Card. This card does not currently have money loaded onto it. Your benefit payment will automatically be added to your debit card by your benefit provider.

Your benefit provider is proud to partner with BB&T to offer you this convenient service. Here are some of the features and benefits of your new BB&T Ready Access Card.

CONVENIENCE

- Use the card for purchases anywhere that accepts Visa® debit
- Use the card for cash withdrawals at ATM machines
- Have access to your funds 24 hours a day

SAFETY

- Avoid carrying large amounts of cash
- Funds are FDIC Insured
- Purchases and transactions are confidential and cannot be viewed by your benefit provider
- You are not liable for fraudulent purchases made with a lost or stolen card*

INFORMATION

- Keep track of your purchases by phone or Internet
- Check your available balance by phone, ATM or Internet
- Change your debit card PIN by phone or Internet

HOW YOUR BB&T READY ACCESS CARD WORKS

Your new card is not a credit card. It is a Visa debit card that is issued to you by BB&T on behalf of your benefit provider. You can use your card anywhere that accepts Visa debit. Just give the card to a cashier, waiter, or attendant, and then sign your receipt or enter your debit card PIN to complete your purchase. Each time that you use your card, the purchase amount is deducted from the amount of money available on the card.

LOST OR STOLEN CARDS

If your card is lost or stolen, immediately call 1-866-845-6290. Once your card is reported missing, BB&T will not allow anyone to use it, and we will issue you a new card.

Because your BB&T Ready Access Card gives you access to your benefit payments, it's important to protect your card. Memorize your card's Personal Identification Number (PIN). Your debit card PIN is a secret four-digit code that allows you to get cash at an ATM or at participating merchants. Always keep it separate from your card, and never tell your debit card PIN to anyone, especially over the phone.

CHECKING BALANCES

With your BB&T Ready Access Card, it's easy to check your balances and keep track of your purchases by phone, ATM or Internet.

By Phone: Call 1-866-845-6290 and enter your card number and passcode. Your passcode will be the last four digits of your Social Security number. Information is available by phone 24 hours a day, seven days a week.

At the ATM: Simply use your card at any ATM, enter your debit card PIN, and follow the prompts to check your balance. Some fees may apply, so please check the pricing information provided.

By Internet: If you have Internet access, you can check your balance and purchase activity at www.bbreadyaccesscard.com. Your passcode will be the last four digits of your Social Security number. This is a secure site that gives you access 24 hours a day, seven days a week. You will need your card number and passcode to access information on this site.

BB&T ATMS

Visit BBT.com for a complete listing of BB&T ATMs near you.

OTHER IMPORTANT INFORMATION

You cannot make deposits or add value to the card. You will not be able to obtain checks or write checks against the card.

*See Cardholder Terms and Conditions for details.

Ready Access

BT&T

4000 1234 5678 9010

OF 811

01/10

Catherine 1234

VISA

BB&T ATM LOCATIONS IN WEST VIRGINIA

Location	Address	State	ZipCodeID
Athens-Concord University	1000 Vermillion Street	WV	24712
Beaver-Go Mart #63	Airport Road	WV	25813
Beckley-GoMart #50	2100 Harper Road	WV	25801
Beckley-GoMart #56	708 S. Eisenhower Drive	WV	25801
Beckley-Kroger E-805	1734 Harper Road	WV	25801
Bluefield State College - Bluefield WV	Building	WV	24701
Bluefield-Echostar Call Center	294 Majestic Place	WV	24701
Bridgeport-Gabriel Brothers	134 Thompson Drive	WV	26330
Bridgeport-GoMart #84	1525 Johnson Avenue	WV	26330
Buffalo-Toyota	1 Sugar Maple Lane	WV	25033
Cabin Creek-Go Mart #49	15127 MacCorkle Avenue	WV	25035
Cameron-Greg's Market	4 Railroad Street	WV	26033
Charles Town-Liberty Get 'n Go	321 W. Washington Street	WV	25414
Charleston-38th Street	38th Street & MacCorkle	WV	25304
Charleston-BB&T Square	300 Summers Street	WV	25301
Charleston-Cross Lanes	5560 Big Tyler Road	WV	25313
Charleston-Dudley Farms	221 RHL Boulevard	WV	25309
Charleston-GoMart #2	51st Street & MacCorkle Avenue	WV	25304
Charleston-GoMart #24	1626 Bigley Avenue	WV	25302
Charleston-GoMart #31	6414 MacCorkle Avenue	WV	25304
Charleston-GoMart #38	2410 7th Avenue	WV	25312
Charleston-GoMart #7	722 Bigley Avenue	WV	25302
Charleston-GoMart #8	1502 Greenbriar Street	WV	25311
Charleston-Kanawha City	5701 MacCorkle Avenue	WV	25304
Charleston-Kanawha Mall	163 Kanawha Mall	WV	25304
Charleston-Laidley Street Drive-In	534 Lee Street East	WV	25301
Charleston-Laidley Tower	500 Lee Street	WV	25301
Charleston-Main #1	Summers & Lee Street	WV	25301
Charleston-Main #2	400 Washington Street East	WV	25311
Charleston-Operations Center	1007 Bullet Street	WV	25301
Charleston-Patrick Street	110 Hills Plaza	WV	25312
Charleston-Riverwalk	4 Riverwalk	WV	25303
Charleston-Smith Super Value	4509 Penna Avenue	WV	25302
Charleston-South Hills	1099 Fledderjohn Road	WV	25314
Charleston-St Francis Hospital	333 Laidley Street	WV	25322
Charleston-State Capitol	Building 1; Lower Level	WV	25305
Charleston-The Clay Center	300 Leon Sullivan Way	WV	25301
Charleston-Town Center	1117 Town Center	WV	25301
Charleston-Town Center #1	Suite 1117, Town Center Mall	WV	25301
Charleston-Town Center #2	Suite 1117, Town Center Mall	WV	25301
Charleston-West Side	501 Tennessee Ave	WV	25302
Charleston-West Virginia Power	601 Morris Street	WV	25301
Clarksburg-Bridgeport	405 W. Main Street	WV	26330
Clarksburg-Go Mart #72	601 W. Main Street	WV	25320
Clarksburg-GoMart #35	900 Milford Street	WV	26301
Clarksburg-Grafton	7 Harman Court	WV	26354

Clarksburg-Main	Main & Pike Street	WV	26301
Clarksburg-Meadowbrook Mall	Meadowbrook Mall	WV	26330
Clintonville-Stop-In-Go Convenience Store	Route 60 & I-64	WV	24929
Cross Lanes (WV) - Go Mart # 16	123 Goff Mountain Road	WV	25313
Danville-Main	149 Smoot Avenue	WV	25053
Diamond-Quincy Center	2700 E. Dupont Avenue	WV	25015
Dunbar-GoMart #62	10th Street & Dunbar	WV	25064
Dunbar-GoMart #76	6032 Fairlawn Avenue	WV	25064
East Parkersburg-Kroger Drive Thru	US Route 50 & 7th Street	WV	26101
Elkins-Go Mart #90	699 Railroad Avenue	WV	26241
Elkview WV - Go Mart	125 Frame Road (Exit 9 - I -79)	WV	25071
Fairmont-Fairmont General Hospital	1325 Locust Avenue	WV	26554
Fairmont-Farmington	Route 250, North	WV	26571
Fairmont-GoMart #82	701 Fairmont Avenue	WV	26554
Fairmont-Main	108 Gaston Avenue	WV	26554
Fairmont-McDonald's	1000 Speedway Avenue	WV	26554
Gilbert-Main	US Route 52; Main Street	WV	25621
Glen Dale-Reynolds Memorial Hospital	800 Wheeling Avenue	WV	26038
Glenville-Go Mart #10	10 S. Lewis Street	WV	26351
Greenbriar Area-Main	100 Maplewood Avenue	WV	24901
Greenbriar Area-North	Route 219 North	WV	24901
Harpers Ferry-Union & Washington	Union Street & Washington Street	WV	25425
Hedgesville-Main	3967 Hedgeville Road	WV	25427
Huntington-Ceredo	106 C Street	WV	25507
Huntington-Fairfield	1425 Hal Greer Boulevard	WV	25701
Huntington-Foodland	459 Camden Avenue	WV	25704
Huntington-GoMart #59	4885 Route 60, East	WV	25705
Huntington-Main Mini Bank	1st & 6th Street	WV	25701
Huntington-Marshall University	Elm Street & 5th Avenue	WV	25701
Huntington-Pea Ridge	5638 Route 60, East	WV	25705
Kermit-Virginia Avenue	120 Logan Street	WV	25674
Keyser-Fort Ashby	Route 28 & Carroll Lane	WV	26719
Keyser-Main	Route 220 & Eagle Road	WV	26726
Kingwood WV - BB&T Kingwood Branch	114 East Main Street	WV	26537
Kroger # E-773 - Clarksburg WV	198 Emily Drive	WV	26301
Lewisburg-Stop-In-Go-Convenience Store	543 N. Jefferson Street	WV	24901
Lewisburg-Whoa Go Convenience Store	521 North Jefferson Street	WV	24901
Logan-Main	80 Riverview Drive	WV	25601
Marmet-GoMart #30	9912 MacCorkle Avenue	WV	25315
Martinsburg-Aikens Plaza	1430 Edwin Miller Boulevard	WV	25401
Martinsburg-Bedington Crossroads	4081 Williamsport Pike	WV	25401
Martinsburg-Berkeley Springs	7 S. Washington Street	WV	25411
Martinsburg-Blakeley	301 North Mildred Street	WV	25438
Martinsburg-Charles Town	29 Keyes Ferry Road	WV	25414
Martinsburg-Foxcroft	301 Foxcroft Avenue	WV	25401
Martinsburg-Inwood	Route 51 & Route 11	WV	25428
Martinsburg-Main #2	148 S. Queen Street	WV	25401
Martinsburg-Mountaineer Mart	Kelly Island Road	WV	25401
Martinsburg-North Side	1815 Edwin Miller Boulevard	WV	25401
Martinsburg-Quebecor World	871 Baker Road	WV	25401

Martinsburg-Shepherdstown	Route 45 West	WV	25443
Martinsburg-South Side	1111 Winchester Avenue	WV	25401
McMechen-Jerry's Exxon	3rd & Marshall Street	WV	26040
Mercer County-Athens	202 State Street	WV	24712
Mercer County-Community Hospital	12th Street Extension	WV	24740
Mineral Wells-Pifer's BP	Route 4; Box 14	WV	26150
Montgomery-Go Mart #21	198 Third Avenue	WV	25136
Morgantown-High Street Mini	Spruce Street	WV	26505
Morgantown-Joe Moore's Exxon	824 Monogahela Boulevard	WV	26505
Morgantown-Main #1	496 High Street	WV	26505
Morgantown-Main #2	496 High Street	WV	26505
Morgantown-Morgantown Mall	9259 Mall Road	WV	26505
Morgantown-Mylan	Chestnut Ridge Road	WV	26505
Morgantown-Physicians Office Center	Stadium Road	WV	26505
Morgantown-Sabraton	Route 7	WV	26505
Morgantown-Suncrest	466 Chestnut Ridge Road	WV	26505
Morgantown-Teletech	5000 Greenbag Road	WV	26508
Moundsville-Bethlehem	Chapel Hill & Bethlehem Road	WV	26003
Moundsville-Giant Eagle Plaza	134 North Lafayette Avenue	WV	26041
Moundsville-Glen Dale	20 Wheeling Avenue	WV	26038
Moundsville-Main	414 Jefferson Avenue	WV	26041
Moundsville-Teletech	100 West Teletech Drive	WV	26041
Moundsville-Wheeling	1227 Main Street	WV	26003
Mount Hope-Go Mart #87	257 Maple Fork Road	WV	25880
Mount Nebo-GoMart #51	Route 19, South	WV	26679
Oak Hill-Fayette Square Kroger	637 US Route 19	WV	25901
Parkersburg-Lubeck	Route 68 S.	WV	26102
Parkersburg-Main	8th & Avery Street	WV	26101
Parkersburg-Marathon #150	116 Point Drive	WV	26142
Parkersburg-Ravenswood	1 Wall Street	WV	26164
Parkersburg-Ripley	98 Academy Drive	WV	25271
Parkersburg-South	Gihon Shopping Center	WV	26101
Parkersburg-Vienna	500 13th Street	WV	26105
Pipestem State Park	McKeever Lodge	WV	25979
Poca-Go Mart #83	Route 2; Box 4	WV	25159
Point Pleasant-Food Mart	2200 Jackson Avenue	WV	25550
Princeton-Allen's Supermarket	3369 New Hope Road	WV	24740
Princeton-Main #1	1309 Stafford Drive	WV	24740
Princeton-Main #2	1309 Stafford Drive	WV	24740
Princeton-Melrose Square	Route 20 & Melrose Square	WV	24740
Putnam Area-Hurricane	Route 34 & 19	WV	25526
Putnam Area-Point Pleasant	610 Viand Street	WV	25550
Putnam Area-Saint Albans #1	6th & 5th Streets	WV	25177
Putnam Area-Saint Albans #2	6th & 5th Street	WV	25177
Putnam Area-Teays Valley Office #1	4141 State Route 34	WV	25526
Putnam Area-Teays Valley Office #2	4141 State Route 34	WV	25526
Raleigh County-Harper Road	1901 Harper Road	WV	25801
Raleigh County-Robert C. Byrd	3941 Robert C. Byrd Drive	WV	25801
Ranson-Jefferson Memorial Hospital	300 S. Preston Street	WV	25348
Rilpey-GoMart #33	Route 21 & I-77	WV	25271
Saint Albans-GoMart #32	6th Avenue & Third Street	WV	25177
Saint Marys-Go Mart #85	207 3rd Street	WV	26170

Salem-Teikyo University	Student Union	WV	26426
Sissonville-Foodland	6206 Sissonville Drive	WV	25320
Sissonville-Go Mart #79	6302 Sissonville Drive	WV	25320
South Charleston-GoMart #23	718 Chestnut Street	WV	25309
Southern WV Community and Tech College	1 Dempsey Branch Road	WV	25637
Summersville-Fayette Square	601 Fayetteville Square	WV	25901
Summersville-Go Mart #95	Route 41	WV	26651
Summersville-Northside	815 Northside Drive	WV	26651
Summersville-Oak Hill	101 E. Main Street	WV	25901
Teays (WV) - Go Mart # 80	4160 State Route 34	WV	25569
Tug Valley-Matewan	401 Mate Street	WV	25678
Tug Valley-Williamson	250 East 2nd Avenue	WV	25661
Wheeling-Butch's BP	1117 Fairmont Pike	WV	26003
Wheeling-Convenient Mart	33 Washington Avenue	WV	26003
White Sulphur Springs-Stop-In-Go	115 Main Street	WV	24986
Whitehall - Middletown Mall	2669 Whitehall Blvd	WV	26554
Williamstown-Farm Fresh #47	802 Highland Avenue	WV	26187
Winfield Independent Supermarket	3361 Winfield Road	WV	25213
Winfield-GoMart #43	Route 34, East	WV	25213

Health and Human Resource Child Support Enforcement

Merchant Services – Response/Overview

BB&T Merchant Services

For more than 40 years, BB&T has helped businesses implement payment acceptance solutions. We use this expertise to deliver superior services support and targeted solutions to our clients in all markets and processing environments. Currently, BB&T has over 63,000 merchant clients and is the largest bank-owned merchant portfolio in the country. Because BB&T manages your merchant relationship internally, we have a vested interest in our clients' merchant experience. Our merchant sales and support staffs are well-trained and our culture focuses on the importance of maintaining and cultivating our client relationships.

BB&T Merchant Services has grown with our clients from the days of paper-based processing through today's computerized payment processing systems, while constantly staying on top of the latest technologies. BB&T accommodates credit and debit card processing in multiple environments including face-to-face (card swipe/card present), mail order, telephone order, voice response unit for authorizing and settling transaction via telephone, and Internet processing. BB&T supports the acceptance of most payment media, including Visa®, MasterCard®, Discover® Network, American Express®, Diner's Club®, JCB, and fleet cards. BB&T also accepts debit cards using STAR®, Interlink®, and Maestro® debit networks.

BB&T has a 15-year relationship with TSYS Acquiring Solutions for authorization and settlement processing. TSYS Acquiring Solutions is one of the largest credit card processors in the country. TSYS has provided credit card processing services since 1959 and processes for over 300 banks worldwide. TSYS encompasses the people, technology, history, service, vision and values that works with the ideals of BB&T to deliver the perfect client experience. Your merchant relationship will be handled directly by BB&T and we look forward to servicing your credit card acceptance needs with a host of products and services that will help your business increase sales and customer loyalty.

Processing Technologies

All authorized and settled transactions are processed using the most up-to-date technology and security methods (i.e., network address translation, proprietary private networks, network monitoring tools and firewalls). BB&T supports the most comprehensive communications security standards in the industry including dial up, Internet Protocol (IP) and Secure Sockets Layer (SSL) for real-time processing over the Internet or a frame relay Virtual Private Network (VPN).

BB&T uses industry-leading payment gateways and recommends Trust Commerce for all web, Customer Service Representative, and IVR transactions. BB&T has partnered with Trust Commerce for over 5 years to offer customized payments processing solutions to our client. Trust Commerce is a leader the payment gateway industry and also provides extensive customization and development services. Trust Commerce currently provides payment processing solutions for the State of WV Treasurer's office. The payment acceptance relationship will be managed by BB&T.

The web solution processes transactions through an Internet shopping cart using Trust Commerce as the payment gateway to route transactions from the web to BB&T's authorization center.

BB&T's virtual terminal allows customer service representatives to manually enter credit, debit, and ACH payments into a web-based application for processing. Cardholder data is processed in a secure and PCI-DSS compliant data center.

BB&T's IVR solution is comprehensive program that can process credit, debit, and ACH transactions and settle to your BB&T merchant account. BB&T partners with Trust Commerce to offer this solution. The solution uses voice XML and the Trust Commerce APIs to receive and process payments.

Payment Card Industry – Data Security Standard (PCI-DSS)

As one of the safest and soundest financial institutions in the country, BB&T takes the protection of client and payment card data very seriously. The financial and reputational risks of a data compromise can be significant to you as a merchant, the cardholder, and BB&T. Because of the increased number and sophistication of breaches and because smaller merchants are becoming the preferred target of data theft the payment brands (Visa®, MasterCard®, Discover® Network and American Express®) have mandated that all merchants who store, transmit or process cardholder data must comply with the Payment Card Industry Data Security Standards (PCI DSS).

In support of this mandate, BB&T Merchant Services takes the necessary steps to make validation of PCI DSS compliance now mandatory for all our clients. To validate your compliance, you must successfully complete an annual Self-Assessment Questionnaire (SAQ). If you are storing or processing cardholder information on or through an Internet-facing environment, you must also pass quarterly vulnerability scans of your network. Clients may choose any Qualified Security Assessor (QSA) or BB&T offers a solution through Trustwave, a leading provider of PCI DSS compliance services for merchants.

BB&T's PCI-DSS program includes the following.

- Access to the Trustwave TrustKeeper compliance portal for PCI DSS validation services that features the PCI Wizard, reducing the complexity in completing the appropriate Self-Assessment Questionnaire (SAQ) and identify your business' steps for compliance.
- Monthly scans of your network to help detect vulnerabilities for Internet-facing environments
- Access to the Security Policy Advisor to help you both comply with PCI DSS policy requirements, and develop your own unique internal best practices.
- Access to the TrustKeeper Agent to simplify the process and provide ongoing compliance monitoring.
- On-line help text, videos, tutorials and education.
- Access to trained support professionals to help your business comply with the PCI DSS.

Reporting

In addition to the monthly merchant statement, BB&T offers a web-based reporting tool called Merchant Connection. This tool can be accessed from any computer that has access to the Internet and a common web browser. Access to credit card data requires the use of a BB&T issued user ID and password. Data can be downloaded into a delimited text file and transported into Microsoft Excel, CSV, and most financial software.

Merchant Connection allows the merchant to access monthly online statements, full credit card numbers and expiration dates of transactions, real-time authorization log, and batch settlements. Merchant Connection provides up to 30 months of information for credit card processing.

Cost Analysis (Per Unit Fees)

Based on credit/debit card processing volume and transaction volumes, BB&T proposes a flat rate pricing program. The rate is applied to all Visa, MasterCard, Discover, and debit transactions. The largest expense component is interchange and assessment fees that BB&T will pay to the card networks on the State's behalf. Should these fees increase or decrease; the processing rate may increase or decrease accordingly from the stated rates in the later years of the analysis. The pricing is detailed in the separate pricing portion of the RFQ. Should there be any legislation enacted, such as the impact from the pending debit card interchange legislation, this may also change the processing rate.

- BB&T Credit/Debit Processing Rate: 2.10% (years 1-3) and 2.35% (years 4-7)
- Card Network Usage Fee: \$0.02 per transaction
- Visa Misuse of Authorization Fee: \$0.045 (as applicable)
- Visa Zero Floor Limit Fee: \$0.10 (as applicable)
- Chargeback Handling Fee: \$10 per chargeback

IVR Set-up and Maintenance Costs

- Initial License Fee - \$5,000 (includes provisioning, voice recordings, basic call flow changes) – to be paid in \$500 quarterly installments
- Monthly Service Fee - \$45 per account
- IVR Transaction Fee - \$0.75 per Authorization Attempt (this fee will be reassessed after 90 days to gauge call duration per IVR Authorization Attempt in case the call duration is much longer than originally anticipated)
- IVR Call Transfer to Customer Service Representative fee - \$0.10 per minute
- Resubmission Fee - \$5.00

Optional IVR Services

- Custom Development - \$250 / hour (for extensive call flow changes)
- Surcharge for Calls Originating from Canada or Hawaii - \$0.05 per IVR Call
- Call Recording Fee - \$0.05 per Call (for Call Recording Functionality for Playback of Information for Call Confirmation from Payer)
- Call Recording Storage Fee - \$0.02 per Megabyte (for Call Recording Functionality for Playback of Information for Call Confirmation from Payer)



Donna B. Christian
Bond & Financial Products
Sr. Bond Underwriter- Commercial Surety
4505 Emperor Blvd., Suite 210
Durham, NC 27703
919-474-4805
919-474-4818 (fax)
dbchrist@travelers.com

April 15, 2011

State of West Virginia
Health and Human Resources
Child Support Enforcement
Room 147
350 Capitol Street
Charleston, WV 25301

Re: Proposal for WV Health and Human Resources Bureau for Child Support Enforcement to provide for the centralized collection, distribution, and tracking of child support payments.

Gentlemen,

We are writing to you at the request of Branch Banking & Trust Company. This principal has or is about to submit a proposal for the WV Health and Human Resources Bureau for Child Support Enforcement to provide for the centralized collection, distribution, and tracking of support payments

If a contract for this work is awarded to Branch Banking & Trust Company, the Travelers Casualty and Surety Company of America, a surety licensed to conduct business in North Carolina has agreed to act as surety on the performance bond as specified. A copy of the performance bond form to be used is attached.

Please let us know if you need anything further in this regard.

Sincerely,

Donna B. Christian

Donna B. Christian, Sr. Account Underwriter
Travelers Bond & Financial Products
dbchrist@travelers.com

Please note new contact info. effective 1/24/11
4505 Emperor Blvd., Suite 210, Durham, NC 27703
Donna Christian's Direct Line: 919-474-4805
Toll Free Number: 1-888-461-1908
Fax Number: 919-474-4817

**PERFORMANCE BOND
Annual Form**

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. _____

KNOW ALL BY THESE PRESENTS, That we **Branch Banking and Trust Company**, as Principal, and **Travelers Casualty and Surety Company of America**, of **Hartford, Connecticut**, authorized to do business in the State of **Connecticut**, as Surety, are held and firmly bound unto **The State of West Virginia**, as Obligee, in the maximum penal sum of **Five Hundred Thousand Dollars (\$500,000.00)**, lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the _____, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this bond or any extension thereof.
2. The above referenced Contract has a term ending _____. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond _____, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square, 4PB
Hartford, CT 06183
Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this _____ day of _____, **2011**.

Branch Banking and Trust Company

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____

RFQ No. CSE11062STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions 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 and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or 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. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

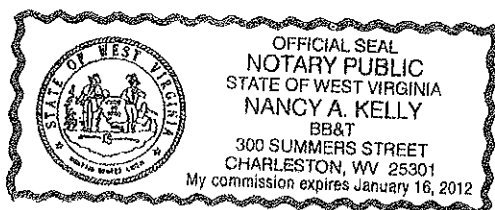
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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 vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: BB&T (Branch Banking and Trust Co)Authorized Signature: Michael A Hobbsclaw Date: 04-15-2011State of West VirginiaCounty of Kanawha to-wit:Taken, subscribed, and sworn to before me this 15th day of April, 2011.My Commission expires January 16, 2012

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 12/15/09)

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: BRANCH BANKING & TRUST Co. (BB&T)

Signed: Michael St. Hockett

Date: 11-15-2011

Title: VICE PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACHMENT
P.O.# CSE11062

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Michael A. Hobbs 4-15-2011
Signature . Date

VICE PRESIDENT
Title

BB+T
Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUMWV-96
Rev. 10/07

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 clause 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** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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. **ATTORNEY FEES** - 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 insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
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 Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDORCompany Name: BRANCH BANKING & TRUST CoSigned: Michael H. HoffschawTitle: VICE PRESIDENTDate: 04-15-2010

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**BRANCH BANKING AND TRUST COMPANY
300 SUMMERS ST STE 100
CHARLESTON, WV 25301-1630**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1048-4732

This certificate is issued on: **08/20/06**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which it is issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

No. 1-743

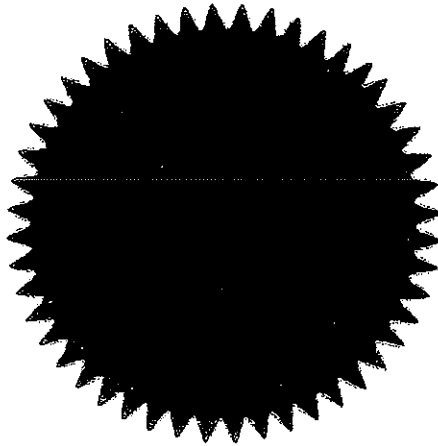
State of North Carolina

Commissioner of Banks

This is to certify that Branch Banking and Trust Company, having its principal office in Winston-Salem, North Carolina, is hereby authorized to operate a branch to be known as the One Valley Square - Main Branch and to begin business on 11/13/2000 at:

1 Valley Sq. (Summers & Lee St.)
Charleston, WV 25301

Witness my signature and official seal this 03/09/2004



A handwritten signature in black ink is written over the printed name of the Commissioner of Banks. The signature is stylized and appears to read 'Jim [unclear]'. It is located to the left of the printed name.

Commissioner of Banks