



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

# Purchase Order

PURCHASE ORDER NO  
 FAR960055

PAGE  
 1

BLANKET RELEASE  
 00

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

CHANGE ORDER  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO  
 DEPARTMENT OF ADMINISTRATION  
 ACCOUNTING SECTION  
 2019 WASHINGTON STREET, EAST  
 POST OFFICE BOX 50121  
 CHARLESTON, WV  
 25305-0121

VENDOR  
 \*520104321 804-788-3345  
 BANC OF AMERICA PUBLIC CAPITAL  
 BANK OF AMERICA CENTER  
 1111 E MAIN ST 18TH FLOOR  
 RICHMOND VA 23219-3500

FILE LOCATION  
 SHIP TO  
 19310

DEPARTMENT OF ADMINISTRATION  
 FINANCIAL ACCOUNTING AND  
 REPORTING SECTION  
 2101 WASHINGTON ST E  
 CHARLESTON, WV  
 25305-1510 304-558-4083

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
03/25/2011	NET 30	481173664	MUL
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL-MUL -MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT.NO.	ITEM NUMBER
			CHANGE ORDER #02
			TO INCREASE THE LINE OF CREDIT FROM \$20,000,000.00 TO \$31,000,000.00 PER THE ATTACHED.
			ALSO TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, SPECIFICATIONS, AND PRICING CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.
			EFFECTIVE DATE OF CREDIT LIMIT INCREASE: 03/08/2011
			EFFECTIVE DATE OF RENEWAL: 05/07/2011 THROUGH 05/06/2012
			RENEWALS REMAINING: 0
			Purchasing Division's File Copy
			DOA
			PURCHASING DIVISION CERTIFIED ENCUMBERED
			MAR 28 2011
			Beverly Toler
			PREVIOUS PO TOTAL==> OPEN END
			PO NET CHANGE (+)==>
			SCANNED
			ENTERED
			APPROVED FOR ONE FISCAL YEAR
			APPROVED AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>
			APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL
			3-25-11 BT
			BY KRISTA FERRELL 304-558-2596 03/25/11
			PURCHASING DIVISION AUTHORIZED SIGNATURE
			OPEN END
			TOTAL

BT

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** <sup>6</sup> The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **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](http://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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
FINANCE DIVISION

EARL RAY TOMBLIN  
GOVERNOR

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

TO: West Virginia Purchasing Division

FROM: David Mullins, Internal Auditor, Finance Division

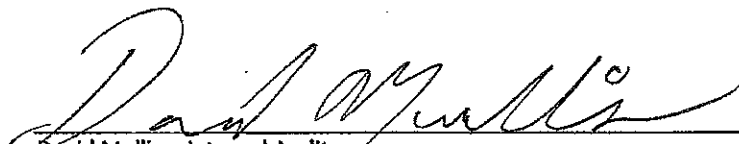
DATE: March 17, 2011

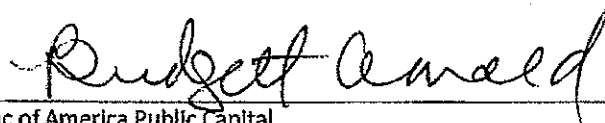
RE: Renewal of Banc of America Public Capital Finance Package Contract and Credit Limit Increase

The Finance Division is requesting a one year contract renewal for the finance package contract (FAR960055). The renewal period will be for May 7, 2011 through May 6, 2012.

The credit limit will also be increased by \$11 million. The original credit limit was \$20 million. The new total credit limit is \$31 million and is effective as of March 8, 2011.

The terms and conditions of the contract will remain the same.

  
\_\_\_\_\_  
David Mullins, Internal Auditor  
State of West Virginia  
Finance Division

  
\_\_\_\_\_  
Banc of America Public Capital  
**Bridgett Arnold**  
  
**Authorized Agent**

RFQ No. FAR960055

STATE 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 SIGNATURE**

Vendor's Name: Bank of America Public Capital Corp

Authorized Signature: Budget Oswald Date: 3/17/11

State of CALIFORNIA

County of SAN FRANCISCO, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of MARCH, 2011.

My Commission expires 11-20-2012, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC Yvette Montalvo Baron



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# UNSPSC Sheet

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**FAR960055\*\*02**

93151605 Government finance services

State of West Virginia  
Purchasing Division



16216 (10)

**PURCHASE REQUISITION**

Requisition No. FAR960055	Buyer 21	Requisition Date 03/22/2011
Agency/Invoice To: WV DEPARTMENT OF ADMINISTRATION ACCOUNTING SECTION 2019 WASHINGTON STREET, EAST POST OFFICE BOX 50121 CHARLESTON, WV 25305-0121	TEAM Code ACC	WVFIMS Document #
Agency/Ship To: WV DEPARTMENT OF ADMINISTRATION FINANCIAL ACCOUNTING AND REPORTING SECTION 2101 WASHINGTON STREET, EAST CHARLESTON, WV 25305-1510	TEAM Code FARL	Suggested Vendors: 1. 2. 3.  Additional Vendors on Reverse Side
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements		PURCHASING DIVISION'S USE ONLY Commodity Code: _____ Instructions: <b>RED CARD</b>
Vendor Name and Address: BANC OF AMERICA PUBLIC CAPITAL BANC OF AMERICA CENTER 1111 EAST MAIN STREET 18TH FLOOR RICHMOND, VA 23219-3500		
WVFIMS Vendor # 539085	TEAM Vendor # *520104321	
Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
		CHANGE ORDER # 2 <i>Type of Purchase</i>		
		TO INCREASE THE CREDIT LIMIT:  FROM: \$20,000,000 TO: \$31,000,000  EFFECTIVE DATE OF INCREASE: MARCH 8, 2011  TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.  EFFECTIVE DATE OF RENEWAL MAY 7, 2011 THROUGH MAY 6, 2012.  RENEWALS REMAINING: 0		

Entered in ReqTrak  
By ARC Date 3/25/11  
2011 MAR 24 PM 12:02  
WV PURCHASING  
DIVISION  
RECEIVED

Authorized Signature <u>[Signature]</u>	Total Estimated Value of this Requisition: OPEN END
Title <u>Internal Auditor</u>	Maximum Budgeted Amount: _____
Telephone <u>304-558-0076</u>	

OK  
3/25/11