

Purchase Order



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

03 ⁶/₅₉₀

PURCHASE ORDER NO.
PCARD02

PAGE
1

BLANKET RELEASE
00

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

CHANGE ORDER
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR TO

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

SHIP TO

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

Purchasing Division's File Copy

DATE PRINTED 03/13/2003	TERMS OF SALE NET 30	FEIN/SSN 561074313	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL - MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	11/24/2001	JB	946-35		
CHANGE ORDER #01 TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. EFFECTIVE DATE OF RENEWAL: 04/15/2003 THROUGH 04/14/2004 RENEWALS REMAINING: 3 ----- NO OTHER CHANGES ----- CREDIT CARD, CHARGE CARD SERVICES MICROFILMED MAR 21 2003					
				WV State Purchasing Division Administration Unit Certified Encumbered MAR 21 2003 <i>Amy Fairchild</i> ENTERED OPEN END	
				PREVIOUS PO TOTAL ==> PO INCREASE =====>	

APPROVED FOR ONE FISCAL YEAR
Dwayne Wayfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *EVAN WILLIAMS*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

3/17/03

OPEN END

TOTAL
 304-558-2316
3/14/03

**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:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

March 7, 2003

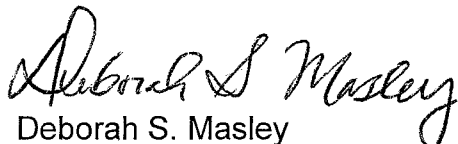
Mr. Evan Williams
Buyer Supervisor
Department of Administration – Purchasing Division
2019 Washington Street, East
Charleston, WV 25305 - 0130

Dear Mr. Williams,

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

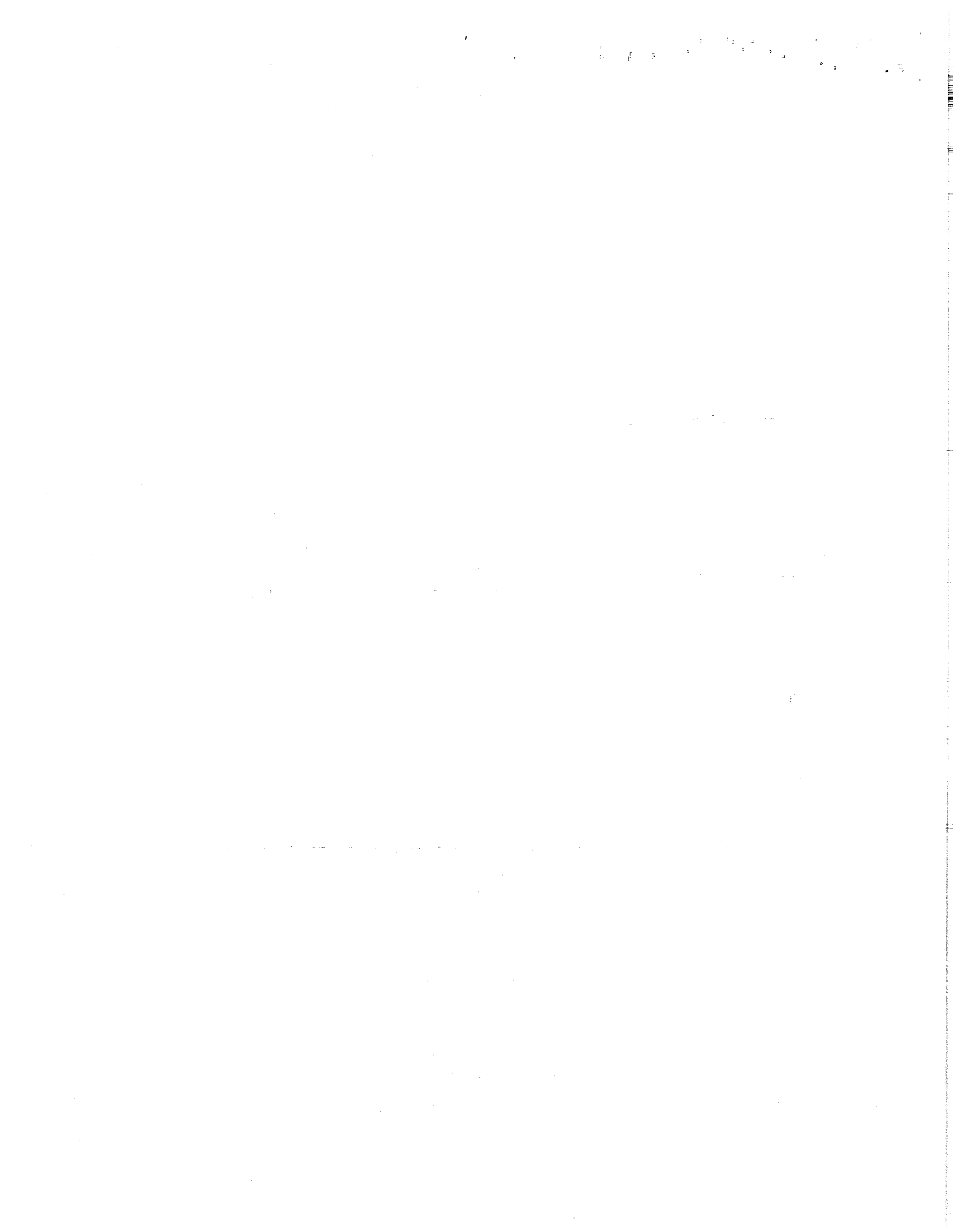
BB&T values our long-term relationship with the State of West Virginia and we look forward to working together in 2003. Please feel free to contact me when I can be of further assistance.

Sincerely,



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

cc: Jack MacDonald
Phyllis Arnold
Daniel Lanier





BOB WISE
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

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

GREGORY A. BURTON
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

March 4, 2003

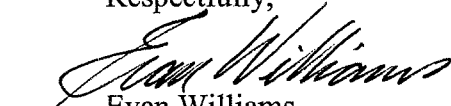
Branch Banking and Trust Co.
300 Summers Street
Charleston, WV 25301
Attn: Ms. Debbie Masley

REF: PCARD02

Dear Ms Masley:

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

Respectfully,


Evan Williams
Buyer Supervisor

Date March 7, 2003

We the undersigned agree to the renewal of the contract for the period April 15, 2003 to April 15, 2004. We have also signed and attached the No Debt Affidavit.

Company BRANCH BANKING AND TRUST

By Phyllis H. Arnold

Branch Banking & Trust
300 Summers Street
Charleston WV 25301



UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 561074313

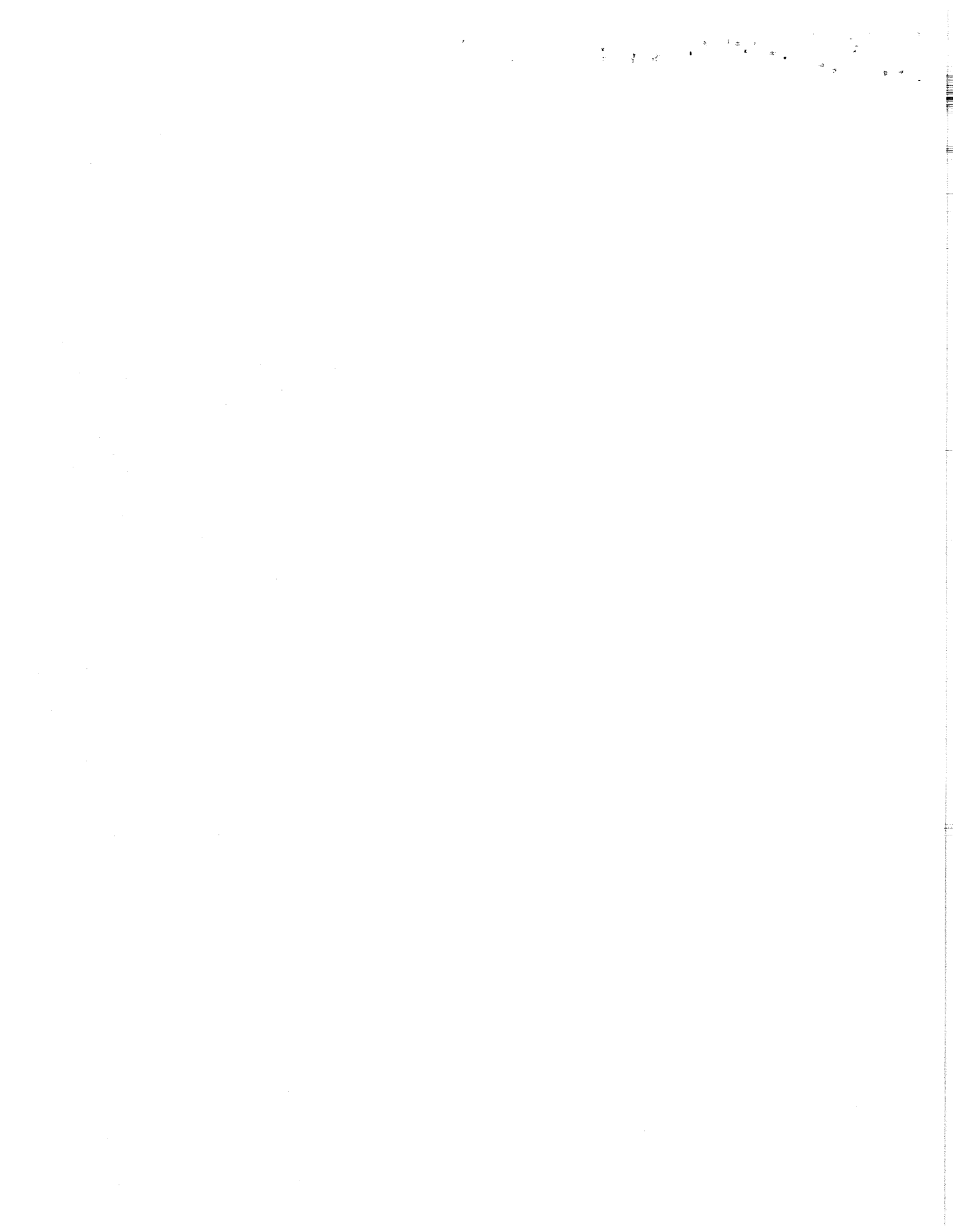
Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

To BEP home page	To Unemployment Compensation page	To Workers Compensation page
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A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

Definitions:

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

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

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

Exception:

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

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

Vendor's Name: Branch Banking and Trust Co.

Authorized Signature: Debra S Masley Date: March 7, 2003

